



**AUCKLAND DISTRICT HEALTH BOARD**

**AND**

**NURSES and MIDWIVES**

**INDIVIDUAL EMPLOYMENT AGREEMENT**

## TABLE OF CONTENTS

1.	Parties	4
2.	Coverage and Application	4
3.	Effective Date	4
4.	Variation of this Agreement	4
5.	Definitions	5
6.	Hours of Work	7
7.	Meal Breaks and Rest Periods	11
8.	Salaries	12
9.	Call Backs	16
10.	Allowances	17
11.	Reimbursing Payments	19
12.	Public Holidays	20
13.	Annual Leave	22
14.	Sick and Domestic Leave	23
15.	Bereavement Leave	26
16.	Parental Leave	26
17.	Jury Service/Witness Leave	30
18.	Leave to Attend Meetings	30
19.	Long Service Leave	30
20.	Co-operation, Consultation and Management of Change	31
21.	Family Friendly Practices	36
22.	Confidentiality/Public Statements	37
23.	Professional Development	37
24.	Policies and Procedures	39
25.	Indemnity Cover	39
26.	Health and Safety	40
27.	Accidents – Transport of Injured Employees	40
28.	Uniforms and Protective Clothing	41
29.	Payment of Wages	41
30.	Termination of Employment	42
31.	Harassment Prevention	42
32.	Resolution of Employment Relations Problems	44
33.	Superannuation	44
34.	Retiring Gratuities	45

Signed this Day \_\_\_\_\_ 47

APPENDIX 1 - HEALTH CARE ASSISTANT/ HOSPITAL AIDE MERIT ALLOWANCE  
PAYMENT POLICY DOCUMENT \_\_\_\_\_ 48

## **1. Parties**

The parties to this agreement will be:

*Auckland District Health Board*

And

**██████████**

## **2. Coverage and Application**

2.1 This is an Individual Employment Agreement (IEA) that is made pursuant to the Employment Relations Act 2000.

2.2 This sets out the core conditions of employment applicable to the following classifications:

Nurse Practitioners  
Registered Nurses  
Registered Midwives  
Enrolled Nurses  
Registered Obstetric Nurses  
Karitane Nurses  
Health Care Assistants/ Hospital Aides

2.3 Non-Waiver Understanding: Failure by either party to enforce any right or obligation with respect to any matter arising in connection with this agreement shall not constitute a waiver as to that matter, or any other matter, either then or in the future.

## **3. Effective Date**

This IEA shall be deemed to have come into force on the 6th August 2018.

## **4. Variation of this Agreement**

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

## **5. Definitions**

“Caseload Midwife” shall, when used in this Agreement, include those employees undertaking similar roles but using other designations such as Continuity Care Midwives, Domino Midwives or Lead Maternity Carer.

“Casual employee” means an employee who has no set hours or days of work and who is normally asked to work as and when required. Casual employees cannot be used to replace genuine permanent or temporary situations except to meet business requirements when no other alternative is available. Nothing in this definition shall preclude casual employees from moving through the pay scale in this agreement or accessing the provisions of PDRP Allowances where they have obtained and continue to maintain their competency as per Nursing Council requirements.

“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 Auckland 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. Attention is drawn to the list of current titles (appendix 1(d)) but the parties further acknowledge that whilst there are a range of common titles existing across DHBs, different designations are also in use such as Operating Theatre Assistants.

“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 at 8.0.3.

“Service” means the current continuous service with the employer and its predecessors (Hospital and Health Services, Crown Health Enterprises, Regional Health Authorities, Health Funding Authority, Area Health Boards and Hospital Boards), except where otherwise defined in the applicable clause. Service will transfer between DHBs and 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 on-going 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.

## **6. Hours of Work**

The parties note that the Health and Safety at Work Act 2015 S.36 (1) requires the employer to 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 group of workers 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.

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.

The parties agree that with respect to rosters and hours of work, initiatives for innovation and flexibility may be trialled within ADHB for a defined period and changed by agreement.

The provisions of Clause 6 will not apply to Caseload Midwives with the alternate clause under 10.5 applying.

- 6.1 The ordinary working hours of an employee employed full-time shall be 80 per fortnight.
- 6.2 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.
- 6.3 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.
- 6.4 All duties must commence between 0600 and 2315 hours. Duty hours must be consecutive except for unpaid meal breaks.
- 6.5 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.
- 6.6 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.

6.7 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.

6.8 (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.

**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.

6.9 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.

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

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.

i. 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.

ii. 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 (or



fourth continuous hour where applicable) of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.

- iii. 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.

- 6.10 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.
- 6.11 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.
- 6.12 As a general principle, when additional shifts are required, preference will be given in the first instance to part-time employees.
- 6.13 Employees will not be required to change between day and night duties more than once in any 80 hour fortnight.
- 6.14 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.
- 6.15 Wherever possible an employee changing duties on consecutive days shall be rostered off for a minimum of 12 consecutive hours.
- 6.16 Duties, once commenced, shall be continuous unless otherwise agreed between the employer and the employee.
- 6.17 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.

- 6.18 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.

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 20 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 7.0. 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 8.2.2 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 at the rate specified in 8.2.2 (c);
  - (iv) For all other employees working alternative hours of work, overtime shall apply after 80 hours per two week period (Clause 8.2.2 shall apply).

- h) Annual Leave / Sick Leave: each day of annual leave or sick leave shall be calculated and paid according to the number of hours rostered to work on the day of such leave.
  - (i) Every employee who completes one year on alternative hours of work as above shall receive one week shift leave in place of the provisions set out in clause 13.2.

## **7. Meal Breaks and Rest Periods**

- 7.1 Except when required for urgent or emergency work and except as provided in 7.2 below, no employee shall 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.
- 7.2 An employee unable to be relieved from the workplace for a meal break (as defined in 7.1) 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).
- 7.3 Except where provided for in 7.2 above an employee unable to take a meal after five hours shall, from the expiry of five hours until the time when a meal can be taken, be paid T0.5 in addition to the hourly rate that would otherwise be payable.
- 7.4 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.
- 7.5 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.

## 8. Salaries

### 8.0.1 Registered, Enrolled, Obstetric and Karitane Nurses, Midwives, Health Care Assistants and Hospital Aids Salary Scales

Registered Nurse and Registered Midwife scale	6/08/2018	6/05/2019	5/08/2019	4/05/2020
Step 7*				77,386
Step 6*		72,944	75,132	75,132
Step 5	70,820	70,820	72,945	72,945
Step 4	63,740	63,740	65,652	65,652
Step 3	60,328	60,328	62,138	62,138
Step 2	56,788	56,788	58,491	58,491
Step 1 (New Grad)	52,460	52,460	54,034	54,034

To be eligible to move to Step 6 a RN/RM must have been on Step 5 for a minimum of 12 months at 6 May 2019.

To be eligible to move to Step 7 a RN/RM must have been on Step 6 for a minimum of 12 months at 4 May 2020.

**Progression:** By annual increment at anniversary date steps 1 to 5 inclusive. Thereafter progression is annual at anniversary date, subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised (\*).

Enrolled, Obstetric, Karitane Nurses and Nurse Assistants	6/08/2018	6/05/2019	5/08/2019
Step 4		55,385	57,047
Step 3	53,772	53,772	55,385
Step 2	49,838	49,838	51,333
Step 1	47,215	47,215	48,632

To be eligible to move to Step 4, an Enrolled, Obstetric, Karitane Nurse and Nurse Assistants must have been on Step 3 for a minimum of 12 months at 6 May 2019.

Health Care Assistants and Hospital Aides	6/08/2018	6/05/2019	5/08/2019
Step 5		46,605	48,003
Step 4	45,247	45,247	46,605
Step 3	44,445	44,445	45,779
Step 2	41,660	41,660	42,910
Step 1	39,206	39,206	40,382

To be eligible to move to Step 5, Health Care Assistants and Hospital Aides must have been on Step 4 for a minimum of 12 months at 6 May 2019.

<b>Caseload Midwives (penals and overtime do not apply with the exception of penals on public holidays)</b>	<b>6/08/2018</b>	<b>5/08/2019</b>
	94,737	97,579

**Progression:** By annual increment through all steps in each scale at anniversary date.

### 8.1.1 Community Nurse and Midwife Scale

<b>Community Mental Health Nurses, District Nurses and Public Health Nurses and Community Midwives</b>	<b>6/08/2018</b>	<b>6/05/2019</b>	<b>5/08/2019</b>
<b>Step 8*</b>	78,195	80,541	82,957
<b>Step 7*</b>	76,692	76,692	78,993
<b>Step 6*</b>	75,187	75,187	77,443
<b>Step 5</b>	70,820	70,820	72,945
<b>Step 4</b>	63,740	63,740	65,652
<b>Step 3</b>	60,328	60,328	62,138
<b>Step 2</b>	56,788	56,788	58,491
<b>Step 1</b>	52,460	52,460	54,034

Progression: By annual increment at anniversary date steps 1 to 5 inclusive. Thereafter progression is annual at anniversary date, subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised (\*).

### 8.1.2 Designated Senior Nurse and Midwifery Salary Scale

<b>Designated Senior Nurse and Midwife</b>	<b>6/08/2018</b>	<b>6/05/2019</b>	<b>5/08/2019</b>
<b>Grade 2</b>	77,437	77,437	79,760
	78,954	78,954	81,322
	80,474	82,888	85,375
<b>Grade 3</b>	84,356	84,356	86,887
	87,602	87,602	90,230
	90,845	93,571	96,378
<b>Grade 4</b>	89,222	89,222	91,899
	92,467	92,467	95,241
	95,712	98,583	101,541

<b>Grade 5</b>	94,088	94,088	96,910
	97,336	97,336	100,256
	100,578	103,596	106,703
<b>Grade 6</b>	97,336	97,336	100,256
	100,578	100,578	103,596
	103,823	106,938	110,146
<b>Grade 7</b>	100,578	100,578	103,596
	103,823	103,823	106,938
	105,937	109,116	112,389
<b>Grade 8</b>	105,937	105,937	109,116
	111,676	111,676	115,026
	117,415	117,415	120,938
	123,153	126,847	130,653

**Progression:** Movement through steps in each grade shall, subject to satisfactory performance (see 8.1(f) below), be annual on the anniversary date of appointment to the designated senior position. Movement between Grades shall be on the basis of appointment to a higher graded position.

## 8.1 Operation of Salary Scales

- (a) The salary scales above shall be applied to the respective groups of employees.
- (b) On appointment, the employer shall place employees 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) An employee who transfers between DHBs and has continuous service pursuant to the service definition in clause 5.0 and who has been appointed to the same salary step and salary grade shall:
  - (i) retain the same salary increment date, as with the previous employer, if the break in service is less than three months; or
  - (ii) where the break is between three and twelve months their salary scale annual increment anniversary date will be adjusted to such later date as calculated by the equivalent number of days comprising the break provided the employee remains actively engaged on nursing or midwifery related work or study during the break.
- (d) 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.
- (e) A nurse or midwife 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.

- (f) Movement through the salary scales shall be by automatic annual increment, except for senior nurses or midwives whose advancement through the steps in their salary grade shall be annual, subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised. Movement across senior salary grades shall only occur with a change in position.
- (g) Employees on fulltime study leave or parental leave, with or without pay, shall continue to receive annual increments to which they would otherwise be entitled.

## 8.2 Overtime and Penal Time

### 8.2.1 Eligibility restricted for senior nurses or midwives

This clause 8.2 shall apply to all employees except that for Senior Nurses and Senior Midwives, overtime and penal rates will only apply as outlined in 8.2.1 (a) and (b) below:

- (a) Penal - Payment of weekend and night 'penal' rates shall be payable where Senior Nurses/Midwives are required to work shifts and rosters or have approval to work weekends or nights on a regular basis in order to fulfil the requirements of the Job Description.
- (b) Overtime shall be payable to senior nurses or midwives 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.

### 8.2.2 Overtime

- (a) Ordinary hourly rate of pay – The ordinary 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:
  - (i) eight hours per day or the rostered duty whichever is greater or
  - (ii) 80 hours per two week period

Provided that such work has been authorised in advance. This clause shall not apply to employee working alternative hours of work and the overtime provision in Clause 6.18 (g) shall 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 ordinary 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 a 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) No employee shall be required to work for more than 12 consecutive hours where their normal shift is of 8 or 10 hours' duration.

### 8.2.3 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 clauses 12.4 to 12.8 for further clarification.)
- (c) Night rate – applies to ordinary hours of duty (other than overtime) that fall between 2000hrs and 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. 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 8.2.2 (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 an employee who does not reside in employer accommodation is called back to work outside the employee's normal hours of duty in respect of work which could not be foreseen or prearranged, the 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 an employee is "on call" the allowance set out in clause 10 below will be paid.

## **10. 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 An employee who is instructed 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.

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 Telephone On-Call**

10.2.1 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).

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

10.2.3 An employee who responds to a call back by the way of telephone (as per 10.2.1 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 10.2.1 as well.

10.2.4 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.

### 10.3 Higher Duties

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

10.3.2 Except as provided for under clause 10.3.3, the higher duties allowance payable shall be \$3.00 per hour provided a minimum of 8 consecutive hours of qualifying service is worked per day or shift.

10.3.3 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.

10.4 **Meal Allowance** – 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.

### 10.5 Caseload Midwives

#### 10.5.1 Standard hours

Hours of work for caseload midwives should not exceed 160 hours in any 4 week period or exceed 100 in any 2 week period.

The caseload team is to organize their roster to allow midwives four periods of 24 hours off in every 2 week period with cover provided by an appropriate team member.

These hours are not to be taken as 4 single days off unless this arrangement is self-rostered by the midwife concerned and agreed to by the employer.

Midwives may elect to be on call for births during their time off.

Caseload midwives will not be required to work more than 12 hours but may choose to do so at their discretion having regard for professional and/or clinical safety.

The employer would not expect midwives to work more than 16 consecutive hours or 24 hours intermittently without having an 8 hour break.

There are no standard hours of work. Caseload midwives are expected to organize their working hours to ensure provision of a continuous 24 hour midwifery service within the above limits on standard hours.

**Note:** Overtime payments do not apply, see clause 8.0.1.

Midwives will not be required nor will they elect to practice continually for any length of time that they consider professionally and/or clinically unsafe. The determination of professional and/or clinical safety will be determined by the midwives affected and the employer.

### 10.5.2 Caseload requirements

In order for optimum midwifery care to be maintained, a midwife offering full midwifery care must ensure realistic caseload levels. The NZCOM recommends a guideline of 40-50 women per year if the midwife is the Lead Maternity Carer.

The number of cases per FTE per year that constitute a full-time caseload will be agreed between the caseload midwives and the employer locally (at each DHB), having consideration for:

- the guidelines established by the New Zealand College of Midwives (NZCOM); and
- the setting within which the midwife is practising (i.e. rural or urban); and
- the extent to which the DHB requires the caseload midwife to assist in providing midwifery care in the unit.

### 10.5.3 Transport and Mileage

- (a) While travelling on employer business, the employee will be reimbursed for costs on an actual and reasonable basis on presentation of receipts.
- (b) The DHB may provide a work related vehicle for the purposes of business travel, and any reimbursement of mileage is for the use of the employee's private motor vehicle for employer business purposes.
- (c) Employees who are instructed to use their motor vehicles for the employer actual and reasonable business the employee shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time. Any change to this rate shall be effective from the first pay period following the date of promulgation by the IRD.
- (d) The employee and the employer may agree to additional reimbursing payments on the basis that motor vehicle running costs not captured by the IRD mileage rates are reimbursed. For example AA membership, higher motor vehicle insurance premiums.
- (e) Where payments agreed in (d) above are made the employee and the employer will consider any private nature apportionment if required.

### 10.5.4 Shift Leave

Caseload midwives shall qualify for the full entitlement of shift leave (5 days) specified in clause 13.2 of the Agreement.

## 11. Reimbursing Payments

### 11.1 Annual Practising Certificate

Where a nurse or midwife 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) Where a Nurse/Midwife holds dual annual practising certificates, the cost of both certificates shall be met by the employer. The employer has no liability in respect of the maintenance of the annual practising certificate that is not the primary position of the employee.

## 11.2 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) Employees who are instructed to use their motor vehicles on employer business shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time.

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

## 12. Public Holidays

### 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  
Anniversary Day (as observed in the locality concerned)

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 an employee is required to work that Saturday or Sunday the holiday shall,

for that employee, be observed on that Saturday or Sunday and transfer of the observance will not occur. For the purposes of this clause an employee is deemed to have been required to work if they were rostered on duty or on-call and actually called in to work. They are not deemed to have been required to work if they were on-call but not called back to work.

- (b) If an employee is rostered on duty (i.e. does not apply to on-call work) on that Saturday or Sunday but does not work, they will be paid relevant daily pay for the day, and transfer of the observance will not occur.

NOTE: When the public holiday for the employee is observed on the Saturday or Sunday, the weekday is treated as a normal working day for that employee, subject only to the possible payment of weekend rates in accordance with clause 12.5 and 12.6 below.

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

- 12.3 In order to maintain essential services, the employer may require an employee to work on a public holiday when the public holiday falls on a day which, but for it being a public holiday, would otherwise be a working day for the employee.
- 12.4 When an 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 8.2.3(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 an employee is required to work (including being on call and called out) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 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 an employee is required to work (including being on call and called out) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 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 An employee who is on call on a public holiday but is not called in to work, shall be granted an alternative holiday, except where the public holiday falls on a Saturday or Sunday and its observance is transferred to a Monday or Tuesday which the employee is required to work, in which case an alternative holiday shall be granted in respect to the transferred day only and taken and paid as specified in the Holidays Act 2003.
- 12.8 Those employees who work a night shift which straddles a public holiday shall be paid at public holiday rates for those hours which occur on the public holiday and the applicable rates for the remainder of the shift. One alternative holiday shall apply in respect of each public holiday or part thereof worked.

12.9 Off duty day upon which the employee does not work:

- (a) Fulltime employees –  
Where a public holiday, and the weekday to which the observance of a public holiday is transferred where applicable, are both rostered days off for an employee, they will be granted one alternative holiday in respect of the public holiday.
- (b) Part-time employees –  
Where a part-time employee's days of work are fixed, the employee shall only be entitled to public holiday provisions if the day would otherwise be a working day for that employee.

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

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, an employee is entitled to that holiday which is not debited against such leave.
- (b) Leave without pay  
An employee shall not be entitled to payment for a public holiday falling during a period of leave without pay (including sick or military leave without pay) unless the employee has worked during the fortnight ending on the day on which the holiday is observed. Payment shall be in accordance with the Holidays Act
- (c) Leave on reduced pay  
An employee, during a period on reduced pay, shall be paid at the relevant daily pay for public holidays falling during the period of such leave."

### **13. Annual Leave**

- 13.1 Employees, other than casuals, 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, except that on completion of five years recognised current continuous service the employee shall be entitled to 5 weeks annual leave. For the purposes of this clause, "current continuous service" shall be as defined in clause 5.

Casual employees shall be paid 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement, dependant on recognition of an individuals' service.

The provisions of the Parental Leave and Employment Protection Act 1987 shall apply in relation to annual leave when an employee takes a period of parental leave or returns to work from parental leave in accordance with Clause 16 of this Agreement.

## 13.2 Shift Employees

Employees who work rotating shift patterns or those who work qualifying shifts 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 8.00am – 5.00pm, excluding overtime.

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

- 13.3 Employees who do not work shift work as defined in clause 5 and who are required to participate on on-call rosters, shall be granted 2 hours leave for each weekend day or part there-of where the on-call period is 8 or more hours, 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 averages and is accumulative. Employees who work qualifying shifts under sub-clause 13.2 are not entitled to leave under this sub-clause.

## 13.4 Conditions

Employees 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.

- i) Annual leave may be granted in one or more periods.
- ii) In accordance with the Holidays Act 2003, the employee shall be given the opportunity to take two weeks leave at one time.
- iii) Annual leave is able to be accrued to a maximum of two years entitlement.
- iv) Annual leave shall be taken to fit in with service/work requirements and the employee's need for rest and recreation.
- v) When an employee ceases employment, wages shall be paid for accrued annual leave, including shift leave, and the last day of employment shall be the last day worked.
- vi) Part time employees shall be entitled to annual leave on a pro rata basis.
- vii) An employee may anticipate up to one year's annual leave entitlement at the discretion of the employer.

## 14. Sick and Domestic Leave

In applying the provisions of this clause the parties note:

- their agreed intent to have healthy staff and a healthy workplace
- that staff attending work unwell is to be discouraged and the focus is on patient and staff safety

- that they wish to facilitate a proper recovery and a timely return to work
- that staff can have sick leave and domestic absences calculated on an hourly basis.

14.1 On appointment, a full time employee shall be entitled to ten (10) working days leave for sick or domestic purposes during the first twelve months of employment, and up to an additional ten (10) working days for each subsequent twelve month period. The entitlement shall be pro-rated for part time employees except that a part-time employee shall receive no fewer than five (5) working days paid sick leave for the first twelve months of employment and a minimum of five (5) additional working days for each subsequent twelve month period. The employee shall be paid at relevant daily pay as prescribed in the Holidays Act 2003, for the first five days in each twelve month period. Thereafter they shall be paid at the normal rates of pay (T1 rate only). A medical certificate may be required to support the employee's claim.

Where a part-time employee has used their sick leave, on a case by case basis, a calculation comparing actual hours versus contracted hours will be done and if additional sick leave is the result, it will be granted. Calculation is based on the anniversary of the employee's start date.

14.2 In the event an employee has no entitlement left, they may be granted an additional 10 days per annum. In considering the grant of leave under this clause the employer shall recognise that discretionary sick and domestic leave is to ensure the provision of reasonable support to staff having to be absent from work where their entitlement is exhausted. Requests should be considered at the closest possible level of delegation to the employee and in the quickest time possible, taking into account the following:

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

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 an result of injury sustained in an assault by a patient in accordance with Clause 14.11.

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

14.4 Where an employee is suffering from a minor illness which could have a detrimental effect on the patients or other staff in the employer's care, the employer may, at its discretion, either:

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 charged against the employees sick and domestic leave entitlement.



14.5 The employee can accumulate their entitlement up to a maximum of 260 days. Any unused portion of the first five days entitlement, up to a maximum of 15 days, can be carried over from year to year and will be paid at relevant daily pay, in accordance with the Holidays Act 2003.

#### 14.6 Transportability of Sick Leave

t the following applies only to employees employed in a position that requires registration under the HPCAA (Health Practitioners Competence Assurance Act 2003).

An employee who ceases employment at one DHB and commences employment at another DHB may transfer to their new employment a maximum of up to 20 days (at their normal/ordinary rate of pay, T1) of their unused sick leave entitlement from their previous DHB employment, provided that any break in service between finishing at their previous DHB and commencing employment at the new DHB is not more than defined in the "service" definition (Clause 5).

Any unused sick leave entitlement that is transferred shall be in addition to the sick leave entitlement the employee will receive on commencement of employment with the new DHB under clause 14.1, and shall not impact on their anniversary date for future sick leave entitlements.

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

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

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

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

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

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

14.8.2 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 14.9 and 14.9.1 above apply.

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

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

14.10 Where an employee has a consistent pattern of short term Sick Leave, or where those absences are more than 10 working days/shifts or more in a year, then the employee's

situation may be reviewed in line with the DHB's policy and Sick Leave practices. The focus of the review will be to assist the employee in establishing practical arrangements to recover from sickness or injury.

- 14.11 Where an employee is incapacitated as a result of a work accident, 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.
- 14.12 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.

## **15. Bereavement Leave**

- 15.1 The employer shall approve special bereavement leave on pay for an 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 an 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 without pay in order to accommodate various special bereavement needs not recognised in clause 15.1 above.

## **16. Parental Leave**

- 16.1. Statement of principle - The parties acknowledge the following provisions are to protect the rights of employees during pregnancy and on their return to employment following parental leave 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. Employees 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 of the child born to or adopted by them or their partner, the entitlement to parental leave is:

- (a) in respect of every child born to them or their partner;
- (b) in respect of every child up to and including five years of age, adopted by them or their partner;
- (c) where two or more children are born at the same time or adopted within a one month period, for the purposes of these provisions the employee's entitlement shall be the same as if only one child had been born or adopted.

16.3

- (a) Parental leave of up to 12 months is to be granted to employees with at least one year's service at the time of commencing leave.
- (b) Parental leave of up to six months is to be granted to employees with less than one year's service at the time of commencing leave.

Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of the employer.

- (a) 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.
- (b) 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 less than five years of age, parental leave shall be granted in terms of 16.2 and 16.3 above, providing the intention to adopt is notified to the employer immediately following advice from the Department of Child, Youth and Family services to the adoptive applicants that they are considered suitable adoptive parents. Subsequent evidence of an approved adoption placement shall be provided to the employer's satisfaction.

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

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

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

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

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, employees shall continue to be awarded increments when their incremental date falls during absence on parental leave.

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

16.10

(a) Where possible, the employer must hold the employee's position open or fill it temporarily until the employee's return from parental leave. However in the event that the employee's position is a "key position", the employer may fill the position on a permanent basis if they meet the requirements set out in the Act.

(b) Where the employer is not able to hold a position open, or to fill it temporarily until an employee returns from parental leave, or fills it permanently on the basis of it being a key position, and, at the time the employee returns to work, a similar position (as defined in 16.9 (a) above) is not available, the employer may approve one of the following options:

- (i) an extension of parental leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or
- (ii) an offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in 16.10(b)(i) above for up to 12 months; or
- (iii) the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of 16.10(b)(i) above for up to 12 months:

provided that, if a different position is accepted and within the period of extended parental leave in terms of 16.10(b)(i), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or

(iv) where extended parental leave in terms of 16.10(b)(i) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 20.3 of this contract.

- 16.11 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.
- 16.12 Where, for reasons pertaining to the pregnancy, an employee on medical advice and with the consent of the employer, elects to work reduced hours at any time prior to confinement, then the guaranteed proportion of full-time employment after parental leave shall be the same as that immediately prior to such enforced reduction in hours.
- 16.13 Parental leave absence filled by temporary appointee - If a position held open for an employee on parental leave is filled on a temporary basis, the employer must inform the temporary appointee that their employment will terminate on the return of the employee from parental leave.
- 16.14 Employees on parental leave may from time to time and by agreement work occasional duties during the period of parental leave and this shall not affect the rights and obligations of either the employee or the employer under this clause.
- 16.15 Paid Parental Leave – Where an employee takes parental leave under this clause, meets the eligibility criteria in clause 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 Clause 16.15.

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

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

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

## **17. Jury Service/Witness Leave**

- 17.1 Employees called on for jury service are required to serve. Where the need is urgent, the Employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.
- 17.2 An employee called on for jury service may elect to take annual leave, leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during an employee's off duty hours, the employee may retain the juror's fees (and expenses paid).
- 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 an 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. Leave to Attend Meetings**

- 18.1 Paid leave shall be granted where an Employee is required to attend meetings of Boards or Statutory Committees provided that the appointment to the Board or Committee is by ministerial appointment.
- 18.2 Any remuneration received by the Employee for the period that paid leave was granted shall be paid to the Employer.

## **19. Long Service Leave**

- 19.1 An employee shall be entitled to long service leave of one week upon completion of a five year period of current continuous service. Current continuous service shall be deemed to include prior continuous service with another DHB. Such entitlement may be accrued. 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 (13.0) in accordance with the Holidays Act 2003. This will be based on the employees FTE status at the time of taking the leave. Wherever practicable long service leave is to be taken in periods of not less than a week.
- 19.3 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.

- 19.4 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. Co-operation, Consultation and Management of Change**

### **20.1 Introduction**

- 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, its employees is essential on matters of mutual concern and interest. Effective communication between the parties will allow for:
- (a) improved decision making
  - (b) greater cooperation between employer and employees; and
  - (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 employers will identify and give reasonable notice to employees who may be affected to allow them to participate in the consultative process so as to allow substantive input.

### **20.2 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.

20.2.6 In considering the period of consultation the parties will agree on a period of time for the parties to engage with each other. 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 subclause 20.3.4 below shall be invoked and decided on a case by case basis in accordance with this clause.

20.3.1 Where an employee's employment is being terminated by the employer by reason of the sale or transfer of the whole or part of the employer's business, nothing in this agreement shall require the employer to pay compensation for redundancy to the employee if:

- (a) The person acquiring the business or the part being sold or transferred -
  - (i) has offered the employee employment in the business or the part being sold or transferred; and
  - (ii) has agreed to treat service with the employer as if it were service with that person and as if it were continuous; and
- (b) The conditions of employment offered to the employee by the person acquiring the business or the part of the business being sold or transferred are the same as, or are no less favourable than, the employee's conditions of employment, including:
  - (i) any service related conditions; and
  - (ii) any conditions relating to redundancy; and
  - (iii) any conditions relating to superannuation -  
under the employment being terminated; and
- (c) The offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either:



- (i) in the same capacity as that in which the employee was employed by the Employer, or
- (ii) in any capacity that the employee is willing to accept.

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 employees at least one month prior to the date of giving notice of severance or enhanced early retirement to any affected employee. 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 employees, provided that in any situation, a lesser period of notice may be mutually agreed between the employee and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

20.3.3 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) Enhanced early retirement
- (f) Retraining
- (g) Severance

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in subclause 20.3.11 will be applied as a package.

20.3.4 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.

20.3.5 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.

20.3.6 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 employees undertaking some on-the-job training.
- (d) Transfer provisions will be negotiated on an actual and reasonable basis.

20.3.7 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.

#### 20.3.8 Retraining

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

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

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

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

#### 20.3.9 Enhanced early retirement

- (a) Employees are eligible if they have a minimum of ten years' total aggregated service with the employing 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/early retirement or similar payment from any DHB or predecessors.
- (b) Membership of a superannuation scheme is not required for eligibility.
- (c) The employee shall receive the following:
  - (i) 8.33 per cent of base salary (T1 rate only) for the preceding 12 months in lieu of notice. This payment is regardless of length of service; and
  - (ii) 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

- (iii) 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
- (iv) where the period of total aggregated service is less than 20 years, 0.333 per cent of base salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service; and
- (v) a retiring gratuity if applicable.
- (vi) Outstanding annual leave and long service leave may be separately cashed up.

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

- (a) "Service" for the purposes of this subclause means total aggregated service with the DHB, its predecessors or any 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/early retirement or similar payment from any other 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.
- (f) a retiring gratuity or service payment if applicable (see Clause 34 containing the DHB's Retiring Gratuity provision).
- (g) Outstanding annual leave and long service leave may be separately cashed up.
- (h) Where there is an offer of redeployment to reduced hours, an employee may elect to take a pro-rata compensatory payment based on the above severance calculation.
- (i) 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 or similar position to the disestablished position in which the employee was employed by the employer, or
- in any position in which the employee is willing to accept

#### 20.3.11 Job Search

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

#### 20.3.12 Counselling

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

## **21. Family Friendly Practices**

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

### **21.1 Reappointment after Absence due to Childcare**

21.1.1 Employees who resign to care for a dependant pre-school child or children may apply to their former 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 or gratuities, long service leave or any other leave entitlement.

21.1.6 Employees do 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. Employers are encouraged to provide facilities for mothers to feed infants.

## **22. Confidentiality/Public Statements**

- 22.1 In recognition of the rights and interests of the public in the health service employees reserve the right to enter into public debate over matters relevant to their professional expertise and experience.
- 22.2 If an employee is concerned about any issues regarding their practice, the practice of the employer, or other matters with respect to the operation of the employer, the parties agree that, in the first instance, the matter should be raised in-house as a matter of course with the appropriate manager, or the person responsible for Protected Disclosures.
- 22.3 Attention is drawn to the DHB Media Policy and the Privacy Act.

## **23. 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.

- 23.1 The employer shall grant professional development leave of 32 hours per calendar year for full time employees (pro-rated to no less than 8 hours per calendar year for part time employees) who are registered/enrolled nurses and/or midwives. This leave is to enable employees to complete qualifications, to attend courses and to undertake research or projects that are relevant to the employer and which facilitate the employee's growth and development. 8 hours per calendar year shall be available for Health Care Assistants and Hospital Aides who are preparing to apply for Merit 1 or Merit 2. Prior approval of the employer must be obtained.
- 23.2 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.
- 23.3 Professional development leave will be granted at T1 rate and shall not accumulate from one year to the next.
- 23.4 Any claim for expenses must be approved in advance and will be considered on a case by case basis.
- 23.5 New Graduate study days are in addition to those stated above.
- 23.6 Staff working on preparing a portfolio, obtaining or maintaining skill levels associated with the Professional Development and Recognition Programme are entitled to additional leave in order to undertake research or study associated with meeting the PDRP requirements as follows:
- | <b>Level</b>          |             |
|-----------------------|-------------|
| Proficient            | 1 day p.a.  |
| Expert / Accomplished | 2 days p.a. |
- 23.7 It is acknowledged that designated senior nurses or midwives may require additional paid opportunities for development.

## 23.8 Professional Development and Recognition or Quality and Leadership Programmes

In recognition of the importance of increasing the number of expert/accomplished and proficient nurses or leadership and confident midwives, an employee who reaches the following levels will receive a pro-rate allowance as long the employee 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:

RN Expert	\$4500 p.a.
RM Leadership	\$4500 p.a.
RN Proficient	\$3000 p.a.
RM Confident	\$3000 p.a.
EN Accomplished	\$4500 p.a.
EN Proficient	\$3000 p.a.

**Note:** A Designated Senior Nurse or Midwife placement on and progression through the salary scale is not dependent on PDRP. DHBs which have dedicated Senior Nurse or midwife PDRP programmes will continue to operate them separately from salary progression.

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

All Midwives will be able to progress within the Quality Leadership Programme, with all Midwives 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.

The PDRP will be aligned to the *“National Framework to Nursing Professional Development and Recognition Programmes”*, Nursing Council NZ and HPCA Act requirements.

The QLP will be aligned to the *“National Framework for a Quality and Leadership Programme”*, Midwifery Council and HPCA Act requirements.

### Principles

- (a) PDRPs / QLPs shall be applied in a consistent manner.
- (b) The criteria for differentiating levels for each category of nurse or 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 programmes shall be based solely on achievement of specified agreed criteria, e.g.: for an expert RN post-registration and post-graduate education may be deemed to be equivalent.

- (e) When transferring either internally or externally, continuity of levels should occur with provision for the staff member to meet the competencies for the level in the new area within a negotiated period.
- (f) A staff member in a position which involves regular rotation between clinical areas shall maintain their level of practice and shall not be prevented from progressing if they apply for advancement.

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

In recognition of the importance of ongoing development for Health Care Assistants/Hospital Aides, an 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	\$1,000 p.a.
Merit 2	\$2,000 p.a.

## **24. Policies and Procedures**

24.1 All employees covered by the Agreement 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.

24.2 Employees will be consulted regarding any additions/amendments to those policies and procedures, where such additions/amendments have a material effect on employees' conditions of employment.

24.3 Insurance Protection

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

24.4 Leave Without Pay

Fulltime or part-time employees are 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.

## **25. Indemnity Cover**

The employer undertakes to indemnify employees, 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 to any employee 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.

Professional Indemnity/Medical Malpractice Insurance Policy, against actions taken by person 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 to any employee 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.

## **26. Health and Safety**

- 26.1 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 employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken. The parties agree to comply with the Employee Participation Agreement in the District Health Board.
- 26.2 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.
- 26.3 It shall be the responsibility of every employee covered by this agreement to work safely and to report any hazards, accidents or injuries as soon as practicable to their supervisor.
- 26.4 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.
- 26.5 Attention is also drawn to the employer's policies and procedures on health and safety.
- 26.6 The employer recognises that to fulfil their function health and safety delegates require adequate training, paid time and facilities.
- 26.7 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.

## **27. Accidents – Transport of Injured Employees**

- 27.1 Transport of injured employees – Where the accident is work-related and the injury sustained by the employee necessitates immediate removal to a hospital, or to a medical practitioner for medical attention and then to their residence or a hospital, or to their residence (medical attention away from the residence not being required), the DHB 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.

## **28. Uniforms and Protective Clothing**

- 28.1 Where the employer requires an employee to wear a uniform, it shall be provided free of charge, but shall remain the property of the employer.
- 28.2 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.
- 28.3 Damage to personal clothing – An employee shall be reasonably compensated for damage to personal clothing worn on duty, or reimbursed dry cleaning charges for excessive soiling to personal clothing worn on duty, provided the damage or soiling did not occur as a result of the employee's negligence, or failure to wear the protective clothing provided. Each case shall be determined on its merits by the employer.
- 28.4 **Clothing Allowance**
- (i) An allowance of \$3.42 per day (or proportionate part thereof for nurses/midwives/HCAs employed part-time) shall be paid for each working day on which, because of therapeutic requirements or in the interests of patient care/rehabilitation, a nurse or midwife is required by the employer to wear civilian clothes instead of the normal uniform.
  - (ii) In the absence of a written requirement or direction, either a uniform shall be made available or an allowance of \$3.42 per day shall be paid until such time as a uniform is made available.

Provided that no allowance shall be payable to tutorial staff, staff wholly or mainly employed in an administrative role, students undertaking classroom tuition, or staff who, with the employer's permission elect to wear civilian clothing on duty.

## **29. Payment of Wages**

- 29.1 Employees will be paid fortnightly in arrears by direct credit. Where significant 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. All other instances, corrective payment will be made as soon as practicable but no later than the next fortnightly pay period.

The parties also acknowledge that the financial impact on the employee must be taken into consideration when determining when payment will be made.

- 29.2 Where an 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.
- 29.3 Any monies agreed, as being owed by the employee to the employer upon termination will be deducted from the employee's final pay.

- 29.4 The employees shall complete timesheets as required by the employer. Wherever practicable any disputed items shall not be changed without first referring it to the affected employee.
- 29.5 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.
- 29.6 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.

## **30. Termination of Employment**

### **30.1 Notice Period**

The employee/employer 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 any employee without notice for serious misconduct or other good cause in accordance with the employing DHB's disciplinary procedures and/or rules of conduct.

### **30.2 Abandonment of Employment**

An employee 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 un-notified absence.

## **31. Harassment Prevention**

31.1 Employees should refer in the first instance to the provisions and procedures specified in the employer's Harassment Policy. The employee's attention is also drawn to clause 32 Employment Relationship Problems. Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence, and other forms of intimidating behaviour.

31.2 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;
  - (ii) 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.

31.3 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.

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

### 31.5 Racial Harassment

An 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.

## **32. Resolution of Employment Relations 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, Innovation and Employment 0800 800 863), or an advocate or a lawyer.
- (b) If the matter is unresolved either party is entitled to seek mediation from the Labour Department 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 an employee:

- (a) has been unjustifiably dismissed; or
- (b) has had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the employer; or
- (c) has been discriminated against 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.

## **33. Superannuation**

33.1 Where an employee is a member of a Kiwi Saver scheme the employer will make an employer contribution to that scheme to a maximum required by law.

## **34. Retiring Gratuities**

- 34.1 The Employer shall pay a retiring gratuity to staff retiring from the DHB who have had not less than ten years' service with the employing Company, with that board and one or more other boards and with one or more of the following services: the Public Service, the Post Office, New Zealand Railways or any university in New Zealand, provided that for employees engaged after 1.7.92 only service with Area Health Boards and Hospital Boards, CHEs, HHSs and District Health Boards shall be recognised.
- 34.2 For the purposes of establishing eligibility for a gratuity, total service may be aggregated, whether this be part-time or whole-time, or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility.
- 34.3 Where part-time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.
- 34.4 Gratuities shall be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship in accordance with the Property Relationships Act.
- 34.5 The calculation of a gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.
- 34.6 For the purposes of calculating the amount of gratuity which the DHB may pay, the rate of pay on retirement shall be the base rate of salary or wages.
- 34.7 An employee who is granted leave without pay and who remains in the service of the District Health Board will, on retirement, have such leave aggregated with other service for gratuity purposes.
- 34.8 A full gratuity may also be granted to those employees who have had not less than 10 years' service and who are resigning for reasons of ill health or incapacity.

<b>SCALE OF MAXIMUM GRATUITIES</b>	
<b>Period of Total Service</b>	<b>Maximum Gratuity</b>
Not less than 10 years and less than 11 years	22 days pay
Not less than 11 years and less than 12 years	25 days pay
Not less than 12 years and less than 13 years	28 days pay
Not less than 13 years and less than 14 years	31 days pay
Not less than 14 years and less than 15 years	34 days pay
Not less than 15 years and less than 16 years	36 days pay
Not less than 16 years and less than 17 years	39 days pay
Not less than 17 years and less than 18 years	42 days pay
Not less than 18 years and less than 19 years	45 days pay
Not less than 19 years and less than 20 years	48 days pay
Not less than 20 years and less than 21 years	51 days pay
Not less than 21 years and less than 22 years	54 days pay
Not less than 22 years and less than 23 years	56 days pay
Not less than 23 years and less than 24 years	59 days pay
Not less than 24 years and less than 25 years	62 days pay
Not less than 25 years and less than 26 years	66 days pay
Not less than 26 years and less than 27 years	70 days pay
Not less than 27 years and less than 28 years	74 days pay
Not less than 28 years and less than 29 years	79 days pay
Not less than 29 years and less than 30 years	83 days pay
Not less than 30 years and less than 31 years	88 days pay
Not less than 31 years and less than 32 years	92 days pay
Not less than 32 years and less than 33 years	96 days pay
Not less than 33 years and less than 34 years	101 days pay
Not less than 34 years and less than 35 years	105 days pay
Not less than 35 years and less than 36 years	109 days pay
Not less than 36 years and less than 37 years	114 days pay
Not less than 37 years and less than 38 years	118 days pay
Not less than 38 years and less than 39 years	122 days pay
Not less than 39 years and less than 40 years	126 days pay
Not less than 40 years	131 days pay

**Note: These are working days.**

**Signed this Day**

**EMPLOYEE**

..... Josaphat Flores / Emp. No.: 7501 Signature	..... Date:
--	----------------

**AUTHORISED representative of the EMPLOYER PARTY:**

..... Suzanne Joynt / Emp. No.: 30365 Signature	..... Date:
---	----------------

## **APPENDIX 1 - HEALTH CARE ASSISTANT/ HOSPITAL AIDE MERIT ALLOWANCE PAYMENT POLICY DOCUMENT**

The following is extracted from a more detailed handbook which is available in the DHB.

### **Background**

Included at Clause 23.9 of this agreement are merit payments for Health Care Assistants and Hospital Aides (HCA/HA). These payments are made as an allowance and are added to the base rates of pay and are paid for all hours worked. They attract penal rates and overtime

The rates of allowance are as follows.

Merit 1 \$1000 per annum

Merit 2 \$2000 per annum

The allowance continues to be paid only as long as the HCA/HA maintains the merit criteria applicable to the allowance, which they had approved

Upon meeting the necessary criteria an employee shall be awarded either a Merit 1 or Merit 2 allowance. They are not cumulative i.e. the maximum allowance is \$2000 per annum.

### **Eligibility**

The employment agreement uses the designations HCA/HA but these allowances are available to all employees who are paid correctly on the HCA/HA scale irrespective of their position title. In order to be paid on the HCA/HA scale the employee, irrespective of their job title, must meet the definition of Health Care Assistant or Hospital Aide as agreed between the DHB's.

The definition is:

“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. Attention is drawn to the list of titles current 28 November 2005 identified by the HCA Working Party and further acknowledge that whilst there are a range of common titles existing across DHBs, different designations are also in use such as Operating Theatre Assistants”

**Note** This document contains titles that are common in many DHBs. However, it is acknowledged that some Boards use different titles. Where this exists the document should be read as if the local titles apply.