



Health New Zealand
Te Whatu Ora

**HEALTH NEW ZEALAND | TE WHATU ORA
AND
NURSES SOCIETY OF NEW ZEALAND – TE UNIANA O NSNZ**

NURSING COLLECTIVE AGREEMENT

1 April 2026 to 31 March 2028

Contents

Health New Zealand Te Whatu Ora / Nurses' Society of New Zealand – Te Uniana o NSNZ Collective Agreement (CA)	4
1.0 Parties	4
2.0 Coverage and Application	4
3.0 Term	5
4.0 Variation of this CA	5
5.0 Definitions	5
6.0 Hours of Work	7
7.0 Meal Breaks and Rest Periods	12
8.0 Salaries	13
8.1 Overtime and Penal Time	16
9.0 Call Backs	17
10.0 Allowances	18
10.1 On Call	18
10.2 Higher Duties	18
10.3 Shift Coordination Allowance	19
10.4 Duly Authorised Officers	19
10.5 Authorised Officers Allowance	20
10.6 Telephone On-Call	20
10.7 Meal Allowance	21
10.8 Neonatal Nurse Specialists (or similar)	21
11.0 Reimbursing Payments	21
11.1 Annual Practising Certificate	21
11.2 Travelling Expenses and Incidentals	22
11.3 General	22
12.0 Public Holidays	22
13.0 Annual Leave	24
14.0 Sick and Domestic Leave	26
15.0 Bereavement Leave	28
16.0 Parental Leave	29
17.0 Family Violence Leave	33
18.0 Jury Service/Witness Leave	33
19.0 Leave to Attend Meetings	34
20.0 Long Service Leave	34
21.0 NSNZ Meetings	35
22.0 Right of Entry	35
23.0 NSNZ Delegate / Workplace Representative	36
24.0 Employment Relations Education Leave	36
25.0 Co-operation, Consultation and Management of Change	37
25.1 Introduction	37
25.2 Consultation	37
25.3 Staff Surplus	38
26.0 Family Friendly Practices	43
26.1 Reappointment after Absence due to Childcare	43
26.2 Childcare Facilities	44
27.0 Confidentiality/Public Statements	44
28.0 Professional Development	44

28.1	Nurses	44
28.2	Health Care Assistants / Hospital Aides	47
29.0	Policies and Procedures.....	47
30.0	Indemnity Cover	47
31.0	Health and Safety.....	48
32.0	Accidents – Transport of Injured Employees.....	48
33.0	Uniforms and Protective Clothing	49
35.0	Payment of Wages	49
36.0	Termination of Employment.....	50
36.1	Notice Period.....	50
36.2	Abandonment of Employment	50
37.0	Harassment Prevention	50
38.0	Resolution of Employment Relations Problems.....	52
39.0	Deduction of Union Fees	53
40.0	Superannuation	53
41.0	Te Tiriti o Waitangi.....	53
42.0	Safe Staffing	53
43.0	Retiring Gratuities.....	53
42.0	Appendices	54

Health New Zealand | Te Whatu Ora / Nurses' Society of New Zealand – Te Uniana o NSNZ Collective Agreement (CA)

1.0 Parties

- 1.1 In accordance with the Employment Relations Act 2000 this collective agreement is made:

BETWEEN

Health New Zealand | Te Whatu Ora (Health NZ / The “Employer”)

AND

Nurses' Society of New Zealand – Te Uniana o NSNZ (NSNZ / The “Union”)

- 1.2 Where this agreement has clauses or appendices referring to specific terms and conditions for a specific locality, district or region the former boundaries that existed prior to this agreement will become location specific terms and conditions.

2.0 Coverage and Application

- 2.1 This is a collective agreement (CA) that is made pursuant to the Employment Relations Act 2000.

This CA shall apply to all employees who are members of NSNZ and who are employed by the employer party to this CA in the roles listed below or hold a nursing position and is required by the employer to be a qualified health professional:

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

- 2.2 There are exclusions to the coverage described above that apply at specific Districts as follows:

Directors of Nursing or equivalent positions (such as Professional Nurse Advisors) (at all Districts)
Associate Directors of Nursing or equivalent positions (such as Professional Advisors / Leaders) (at all Districts)

- 2.3 The parties agree that any employee whose work is covered by the coverage clause of this agreement (clause 2.1-2.2 above), who is engaged by the employer between the date this agreement comes into effect and the expiry date shall be offered information about becoming a member of the union which is a party to this agreement, as supplied by that union. The new employee shall from the date of

becoming a union member, be entitled to all benefits, and be bound by all the obligations, under this agreement. Further to this, the provisions of Section 62 of the Employment Relations Act 2000 shall apply.

- 2.4 Savings: Nothing in this CA shall operate as to reduce the ordinary (T1) salary rate applying to any employee at the date of this CA coming into force unless specifically agreed between the parties during the negotiations.
- 2.5 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.
- 2.6 All terms and conditions in this Agreement shall have effect/apply from the date specified in the particular clause, or from the date specified in the term of the agreement (Clause 3) where there is no date specified, except that:

Subject to s.56 of the Employment Relations Act 2000, any employee who becomes bound by this agreement after the date of ratification shall only be able to enforce the terms with effect from the date on which they advise the employer they have joined NSNZ.

3.0 Term

The term of the CA is 1 April 2026 – 31 March 2028.

4.0 Variation of this CA

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

NSNZ seeking Variation to CA

- NSNZ forwards the proposal for a variation to the Employer.
- The Employer informs NSNZ of whether or not the Employer has agreed to the variation.
- The Employer arranges for the variation to be signed and copies provided to the parties.

5.0 Definitions

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

“Casual employee” means an employee who has no set hours or days of work and who is asked to work as and when required with no expectation of ongoing employment. Casual employees cannot be used to replace genuine permanent or temporary situations except to meet business requirements when no other alternative is available.

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

“District nurse” means a registered nurse who is engaged in domiciliary and/or community nursing duties, and, where required by the Employer 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 CA.

“Employer” means Health New Zealand | Te Whatu Ora, employing the particular employee.

“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 CA.

“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 the country, different designations are also in use such as Operating Theatre Assistants and Mental Health Assistants.

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

“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 covered by this CA who:

- is qualified for registration under the HPCA as comprehensive, psychiatric, psychopaedic, general and/or obstetric nurses, or midwives; or
- is qualified for enrolment in terms of the HPCA as enrolled nurses or nurse assistants; or
- is undergoing a course of training prescribed by the registration body (Nursing

- Council) with a view to registration as aforesaid; or
- are employed as Hospital Aides, Mental Health Assistants 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

CA. 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 CA.

“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 Nurse” means a nurse who is appointed by a District 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 (District Health Boards, 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 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.

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

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

6.0 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..

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 agree that with respect to rosters and hours of work, initiatives for innovation and flexibility may be trialled within a District/s for a defined period. The conditions of such trial shall be mutually agreed between the directly affected parties prior to commencement. At the end of the trial an evaluation based on agreed criteria must be completed within a set timeframe. The results of the trial are to be forwarded to the HOF for consideration as to whether it may be applied nationally through either a variation to this CA or facilitation by a subsequent CA.

- 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.

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, NSNZ and the

employer. Such agreement shall be put in writing and signed.

6.7 Off-duty Periods

- (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. When an employee finishes their last night shift, the off-duty period commences after the minimum break between shifts. Note: These off-duty periods may fall separately no more than once every four weeks 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.

6.8 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.

- (iii) 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.
- (iv) 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.
- (v) 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.

- 6.9 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.
- 6.10 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.
- 6.11 As a general principle, when additional shifts are required, preference will be given in the first instance to part-time employees.
- 6.12 Employees will not be required to change between day and night duties more than once in any 80-hour fortnight.
- 6.13 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.
- 6.14 Wherever possible an employee changing duties on consecutive days shall be rostered off for a minimum of 12 consecutive hours.
- 6.15 During pregnancy, an employee may request a change to their work pattern. This may be supported by advice from a health professional. If the advice recommends a change to their work pattern, shifts worked or number of hours, arrangements are to be agreed between the line manager and employee.
- 6.16 To support transitioning to retirement an employee may request a change to their work pattern. This may be supported by advice from a health professional. If the advice recommends a change to their work pattern, shifts worked or number of hours, arrangements are to be agreed between the line manager and employee.
- 6.17 Duties, once commenced, shall be continuous unless otherwise agreed between the employer, the union and the employee.
- 6.18 Prior to this agreement where rostering practices are in existence that cover all employees or a specific identifiable sub-group of employees and those practices are more favourable than the provisions of Clause 6, they shall continue to apply and are not rendered null and void by this agreement.

6.19 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.

6.20 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.

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

It is recognised that some areas may continue to utilise the standard eight-hour roster alongside the 10/12 hours rosters. An employee who elects to opt out of working 10/12-hour rosters shall give a minimum of four weeks' notice. Employees who accept a new position which requires the individual to work a 10 hour shift are not eligible to opt out without the consent of the employer.

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.

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 25 in order to do so.

Any 10- and 12-hour shifts shall be subject to (a) above.

- a) 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.

- b) 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.
- c) 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.

- d) Overtime - the following payments shall apply:
 - (i) Ten-hour shifts: T1.5 after 10 hours for the 11th 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).

- e) 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.

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.

7.0 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.

8.0 Salaries

8.0.1 Registered Nurses

Registered Nurses	6-Apr-26	5-Apr-27
Step 7	\$109,407	\$111,596
Step 6	\$106,344	\$108,471
Step 5	\$103,370	\$105,438
Step 4	\$93,458	\$95,328
Step 3	\$88,682	\$90,456
Step 2	\$83,725	\$85,400
Step 1 (New Graduate)	\$77,667	\$79,221

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 (*).

8.0.2 Enrolled Nurses

Enrolled, Nurses	6-Apr-26	5-Apr-27
Step 5	\$87,433*	\$89,181
Step 4	\$82,886	\$84,543
Step 3	\$80,337	\$81,944
Step 2	\$74,810	\$76,306
Step 1	\$71,682	\$73,116

*Printed rate includes Pay increase of 2.5% and pay scale adjustment of \$2,000. The method of calculation applies the percentage increase first, followed by the flat rate pay scale adjustment

Progression: By annual increment at anniversary date steps 1-5 inclusive.

8.0.3 Health Care Assistants

Health Care Assistants and Hospital Aides	6-Apr-26	5-Apr-27
Step 5	\$72,117	\$73,559
Step 4	\$70,148	\$71,551
Step 3	\$69,013	\$70,394
Step 2	\$65,073	\$66,375
Step 1	\$61,603	\$62,835

Progression: By annual increment at anniversary date steps 1-5 inclusive.

8.0.4 Mental Health Assistants

Mental Health Assistants	6-Apr-26	5-Apr-27
Step 5	\$76,303	\$77,829
Step 4	\$74,204	\$75,688
Step 3	\$69,868	\$71,265
Step 2	\$65,036	\$66,337
Step 1	\$60,500	\$61,710

Progression: By annual increment at anniversary date steps 1-5 inclusive.

In recognition of the importance of ongoing development for Health Care Assistants/Hospital Aides & Mental Health Assistants 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.

8.0.5 Senior Designated Nurses

Designated Senior Nurse Salary Scales	6-Apr-26	5-Apr-27
Grade 6	\$166,872	\$170,209
	\$154,856	\$157,953
	\$147,545	\$150,496
	\$140,235	\$143,040
Grade 5	\$144,283	\$147,169
	\$137,541	\$140,291
	\$133,408	\$136,076
Grade 4	\$141,508	\$144,339
	\$133,408	\$136,076
	\$129,277	\$131,863
Grade 3	\$137,250	\$139,995
	\$129,277	\$131,863
	\$125,138	\$127,641

Grade 2	\$130,866	\$133,483
	\$123,074	\$125,535
	\$118,941	\$121,320
Grade 1	\$124,480	\$126,970
	\$116,876	\$119,213

Progression: Movement through steps in each Designated Senior Nurse 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 Designated Senior Grades shall be on the basis of appointment to a higher graded position.

8.0.6 Nurse Practitioners

Nurse Practitioners	6-Apr-26	5-Apr-27
Grade 6	\$166,872	\$170,209
	\$154,856	\$157,953
	\$147,545	\$150,496
	\$140,235	\$143,040

Progression: Movement through each step in the Nurse Practitioner scale shall, subject to satisfactory performance (see 8.1(f) below), be annual on the anniversary date of appointment to the Nurse Practitioner position.

- (a) where the break in service 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 related work or study during the break.
- (b) For new appointees to designated senior nurse positions, placement on the scale will be based on job size, job content, responsibility, experience and qualifications.
- (c) A nurse previously employed on the Enrolled Nurse scale shall be appointed to a salary step no lower than their Enrolled Nurse salary of the registered Nurse scale when they qualify as a Registered Nurse.
- (d) Movement through the salary scales shall be by automatic annual increment, except for senior nurses 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.
- (e) Where a casual employee has obtained and continues to maintain their

competency as per Nursing Council requirements, they will be able to move through the pay scale in this agreement on the anniversary date of commencement of employment, subject to maintenance of continuous service as defined in clause 5. Such progression is subject to satisfactory performance, which will be assumed to be the case unless the employee is otherwise advised. Casual employees shall have access to the provision of PDRP/QLP/Merit allowances.

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.

8.1 Overtime and Penal Time

8.1.1 Eligibility restricted for senior nurses or midwives

This clause 8.2 shall apply to all employees except that for Senior Nurses, 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 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 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.

8.1.2 Overtime

- 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.
- Overtime is time worked in excess of:
 - eight hours per day or the rostered duty whichever is greater or
 - 80 hours per two-week period

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 6.21 (h) shall apply.

- 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 ordinary hourly rate of pay (T2) thereafter.
- 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).
- No employee shall be required to work for more than 12 consecutive hours where their normal shift is of 8 or 10 hours duration.

8.1.3 Penal Rates

- 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.
- Public Holiday rate – applies to those hours which are worked on the public holiday. This shall be paid at time one (T1) in addition to the ordinary hourly rate of pay. (See clause 12.4-12.8 for further clarification.)
- 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.
- Overtime and weekend/public holiday or night rates shall not be paid in respect of the same hours, the higher rate will apply.

9.0 Call Backs

9.1 Call-back occurs when the employee:

- (i) is called back to work after completing the day's work or duty, and having left the place of employment; or

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 Employer 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.

10.0 Allowances

10.1 On Call

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

Where either party identifies fatigue as a risk or that the number of hours the employee(s) are required to work on-call is unreasonable due to the design or intensity of an on-call roster, the employer and NSNZ shall review the roster. The employer will take all reasonably practicable steps to develop and apply mitigations. The review may include support from OHS.

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 Higher Duties

- 10.2.1 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.
- 10.2.2 Except as provided for under clause 10.2.3, 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.
- 10.2.3 Where an employee performs the duties of the higher position for more than five consecutive days (or, for example, three consecutive days when 12 hour shifts are worked, or four consecutive days when working 10 hour shifts), the allowance payable shall be the difference between the current salary of the employee acting in the higher position, and the minimum salary the employee would receive if appointed to that position.

10.3 Shift Coordination Allowance

- 10.3.1 From 14 August 2023 an allowance of \$24 per shift will be payable to a registered nurse or registered midwife where:
- (i) They are assigned to a shift coordinator role for their ward/department/ or team for the duration of the shift (excluding breaks). With that shift being a period of at least eight hours.
 - (ii) They are not in a designated senior nurse / midwife position or receiving a higher duties or other allowance for the shift.
 - (iii) The shift coordinator duties include (but may not be limited to):
 - (a) Organising resourcing for the current and subsequent shifts
 - (b) Ensuring safe staffing information is collected and inputted appropriately.
 - (c) Supervision of staff.
 - (d) Overall responsibility for patient flow and coordination for the ward/department.
 - (e) Liaising with other wards and departments and duty management teams.
- 10.3.2 The allowance in 10.3.1 will not be paid where a designated senior nurse is already carrying-out the role and functions of shift coordination.
- 10.3.3 For clarity, the allowance in 10.3.1 may not be applicable for every ward/ department/service and may not be applicable for every shift.

10.4 Duly Authorised Officers

10.4.1 Duly Authorised Officers Allowance

Duly Authorised Officer means an employee appointed by the Director of Area Mental Health Services to undertake Duly Authorised Officer role and function as defined in

the Mental Health (Compulsory Assessment and Treatment) Act 1992.

Employees who are designated by the employer as Duly Authorised Officers shall receive an annual allowance (pro-rata for part time staff) payable fortnightly.

Those employees already in receipt of a higher allowance as at 1 September 2021 will be entitled to continue to receive the higher allowance.

Other grandfathered arrangements will continue.

District	Per Annum Payment
Hutt Valley	\$3,500
Wairarapa	\$3,500
Midcentral	\$3,500
Taranaki	\$3,500
Hawkes' Bay	\$3,500
Bay of Plenty	\$3,500
Northland	\$3,500
Lakes	\$3,500
Waikato	\$3,500
Tairāwhiti	\$3,500
Whanganui	\$3,500
Southern	\$3,500
South Canterbury	\$3,500
Canterbury	\$3,500
Capital & Coast	\$5,177

The DAO allowance for Capital and Coast District's Crisis Team will be \$5,177 per annum until the standard DAO payments exceed this. This amount is an entitlement to those employees who are on a base salary plus benefits.

This allowance will be paid pro rata for part-time employees.

10.5 Authorised Officers Allowance

10.5.1 Authorised Officer means an employee appointed to undertake the Authorised Officer role and function as defined in section 91 of the Substance Addiction (Compulsory Assessment and Treatment) Act 2017.

10.5.2 Employees who are designated as Authorised Officers shall receive a \$3,500 annual allowance payable fortnightly. The allowance will be paid pro rata for part time staff. Those employees already in receipt of a higher allowance as at 6 September 2021 will be entitled to continue to receive the higher allowance.

10.6 Telephone On-Call

10.6.1 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).

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

10.6.3 An employee who responds to a call back by the way of telephone (as per 10.6.1 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 10.6.1 as well.

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

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

10.7 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.

10.8 Neonatal Nurse Specialists (or similar)

For these employees that were previously known as neonatal nurse specialists (or similar), and who are now known as Clinical Nurse Specialists, the following provisions shall continue to apply.

Any neonatal nurse specialists employed prior to the commencement of this agreement shall retain professional development leave and associated allowances that exceed those payable under clause 28.1 in accordance with 28.2 of this CA.

This group are subject to single District variations which shall continue unless agreed otherwise. These primarily cover hours of work though other terms and conditions may be covered.

11.0 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.

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

11.3 General

In circumstances not addressed by this clause, any expenses incurred on behalf of the employer shall be reimbursed in accordance with individual District policies.

12.0 Public Holidays

12.1 The following days shall be observed as public holidays:

- New Year's Day
- January
- Waitangi Day
- Good Friday
- Easter Monday
- ANZAC Day
- Matariki
- 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 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 8.2.3(d)) 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.

13.0 Annual Leave

13.1 Employees 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 may be paid 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement, should the employment relationship meet the requirements of section 28 of the Holidays Act.

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.

Number of qualifying shifts per annum	Number of days additional leave pa
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 thereof 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. Any entitlements accrued prior to 1 April 2005 will be protected.

13.4 **Conditions**

Annual leave should be taken within 12 months of entitlement becoming due. Where the annual leave is not taken within twenty-four (24) months of being accrued and there is no agreement on when the leave is to be taken, the employer may direct the employee to take annual leave with a minimum of four (4) weeks notice.

Annual leave may be granted in one or more periods.

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

Responses to annual leave requests should be provided within a reasonable time of the request being made. Up to a fortnight will generally be regarded as reasonable. Where extenuating circumstances exist, the employee should be advised of the

reason for a delay in response within a fortnight of the request and provided with an indication of the likely timeframes for a decision to be advised. This expectation is subject to local leave policies relating to leave approval arrangements for school holidays, and public holidays including Easter and Christmas/New Year.

Annual leave is able to be accrued to a maximum of two years entitlement. Annual leave shall be taken to fit in with service/work requirements and the employee's need for rest and recreation.

When 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.

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

14.0 Sick and Domestic Leave

In applying the provisions of this clause the parties note:

- (a) their agreed intent to have healthy staff and a healthy workplace
- (b) that staff attending work unwell is to be discouraged and the focus is on patient and staff safety
- (c) that they wish to facilitate a proper recovery and a timely return to work
- (d) that staff can have sick leave and domestic absences calculated on an hourly basis.

- 14.1 In accordance with the Holidays Act 2003 (as amended) on appointment to Te Whatu Ora, employees shall be entitled to ten (10) working days leave for sick or domestic purposes during the first twelve months of employment, and an additional ten (10) working days for each subsequent twelve-month period.

The employee shall be paid for minimum statutory sick leave entitlements will be paid at relevant daily pay as prescribed in the Holidays Act 2003.

Additional contractual or discretionary sick leave that is taken or approved shall be paid ordinary daily pay

A medical certificate may be required to support the employee's claim.

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

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

The employee's length of service
The employee's attendance record
The consequences of not providing the leave
Any unusual and/or extenuating circumstances

The parties agree that extenuating circumstances will include instances where an employee has exhausted their sick leave entitlement as a result of top-ups to earnings related compensation as a result of injury sustained in an assault by a patient in accordance with Clauses 14.12 or 14.13.

Requests should be considered at the closest possible level of delegation to the employee in the quickest time possible. Reasons for a refusal shall, when requested by the employee, be given in writing and before refusing a request, the decision maker is expected to seek appropriate guidance.

- 14.4 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.
- 14.5 Where an employee is suffering from a minor illness which could have a detrimental effect on the patients or other staff in the employer's care, the employer may, at its discretion, either:
- (a) place the employee on suitable alternative duties; or
 - (b) direct the employee to take leave on full pay. Such leave shall not be a charge against the employees sick and domestic leave entitlement.
- 14.6 The employee can accumulate their entitlement up to a maximum of 260 days. In accordance with the Holidays Act up to 20 days will be paid at relevant daily pay where the employee carries over 10 days unused sick leave from the previous year's entitlement.
- 14.7 Domestic Leave as described in this clause is leave used when the employee must attend a dependent of the employee. This person would, in most cases, be the employee's child, partner or other dependent family member.
- (a) 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.
 - (b) 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.
 - (c) 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:
- (a) The period of sick leave is more than three days and a medical certificate is

produced.

- (b) 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.
 - (c) 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 employers 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 or non-work related accident (except where the accident is a workplace assault – see clause 14.13 below), and that employee is on earnings related compensation, then the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation. This leave shall be taken as a charge against untaken Sick Leave entitlement to the extent entitlement exists.
- 14.12 Where an employee is incapacitated as a result of a workplace assault, and that employee is on earnings related compensation, then the employer will top up the ACC payments to 100% of normal/ordinary rate of pay during the period of incapacitation. This top up payment shall not be debited against the employee's untaken sick leave entitlement. The employer will reimburse the employee for any costs incurred that are part charges for ACC agreed treatment and other associated ACC expenses.

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.

15.0 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, with or without pay, to accommodate overseas travel or other special bereavement needs not recognised above.

16.0 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, Human Resources or NSNZ in applying for parental leave. Advice on parental leave is also available from Employment New Zealand (www.employment.govt.nz). Advice on parental leave payments is available from the Inland Revenue Department (www.ird.govt.nz.)
- 16.2 Entitlement and eligibility - Provided that the employee assumes or intends to assume the primary care as defined in the Act, or is the primary carer or partner of a primary carer, the entitlement to parental leave is:
- (a) in respect of every child born to them or their partner;
 - (b) in respect of every child under six years of age, where the employee becomes a primary carer for the child;
 - (c) where two or more children are born at the same time or where the employee becomes a primary carer for two or more children under six years of age within a one-month period, for the purposes of these provisions the employee's entitlement shall be the same as if there were only one child.

Note: Whāngai arrangements are included in situations where the employee becomes a primary carer for a child or two or more children.

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

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

- (c) The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by the employer. The parental leave may be taken in more than

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

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

- 16.4 In cases of adoption of children of under six years of age, parental leave shall be granted in terms of 16.2 and 16.3 above, providing that fourteen days notice is given before the employee intends to assume the responsibility for the care of the child. Evidence of an approved primary care placement shall be provided to the employer's satisfaction.

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

- 16.5 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 24.3 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 starting parental leave, then the guaranteed proportion of full-time employment after parental leave shall be the same as that immediately prior to such enforced reduction in hours.
- 16.13 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 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. An employee who takes a period of paid leave (e.g. annual leave) at the start of their parental leave may elect to start their parental leave payment period on the day after the date on which that period of paid leave ends, even if it is later than the child's arrival or due date.

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

Where 16.3(c) applies and both partners are employed by the employer, the paid

parental leave top up will be made to only one employee, being the employee who has primary care of the child.

17.0 Family Violence Leave

- 17.1 The employer is committed to supporting staff that experience family violence, and staff seeking to address their issues with violence as and when occurrence of the violence is raised with the employer.
- 17.2 Employees affected by family violence have rights under the Employment Relations Act 2000, Holidays Act 2003 (relating to Family Violence Leave (ss72A-72)) and the Human Rights Act 1993.
- 17.3 In addition, any staff member experiencing family violence should talk to their manager or Human Resources Department regarding the support available under the employer's Family Violence (or equivalent) policy.

18.0 Jury Service/Witness Leave

- 18.1 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.
- 18.2 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).
- 18.3 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.
- 18.4 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.
- 18.5 Where an employee is required to be a witness in a matter arising out of their employment, they 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.

19.0 Leave to Attend Meetings

- 19.1 The employer shall grant paid leave (at ordinary rates) up to 12 meetings per year to Employees required to attend formal meetings of the New Zealand Nursing Council (except where the matter arises out of employment with other employers) and the NSNZ, providing a minimum of 6 weeks' notice is provided to meet rostering provisions. Attendance at these meetings is on the proviso that no more than one employee from any one individual District will attend. Approval will be obtained from the employee's manager which will not be unreasonably withheld.
- 19.2 Paid leave shall also 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.
- 19.3 Any remuneration received by the Employee for the period that paid leave was granted shall be paid to the Employer.

20.0 Long Service Leave

- 20.1 An employee shall be entitled to long service leave of one week upon completion of a five year period of current continuous service. 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.
- 20.2 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.
- 20.3 For the purposes of 20.1 current continuous service shall be recognised from 1 July unless the employee had a previously grand-parented provision.

For employees with a previously grand-parented scheme, the following shall apply. The employee shall accrue the entitlement in accordance with clause 20.1 above, with their service being deemed to commence, for the purpose of this calculation, on the date service was previously deemed to commence under the grand-parented scheme. Any long service leave actually taken, shall be deducted from that entitlement and the residue shall become the remaining entitlement. That shall be added to any further accrual, with the leave being taken in accordance with clause 20.1 above.

- 20.4 Leave without pay in excess of three months taken on any one occasion will not be included in the 5-year qualifying period, with the exception of Parental Leave.
- 20.5 The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment.
- 20.6 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.

21.0 NSNZ Meetings

- 21.1 Union members shall be entitled to up to a total of 4 hours leave per year (a year being the period beginning on the 1st day of January and ending on the following 31st day of December) on ordinary pay to attend meetings authorised by the union providing the following conditions are fulfilled.
- 21.2 The union shall give the employer at least 14 days' notice of the date and time of any union meeting to which clause 21.1 above is to apply.
- 21.3 The union shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.
- 21.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any union member for a period greater than two hours in respect of any meeting.
- 21.5 Only union members who actually attend a union meeting during their working hours shall be entitled to pay in respect of that meeting and to that end the union shall supply the employer with a list of members who attended and shall advise the employer of the time the meeting finished.

Note: The provisions of these clauses (21.1-21.5) are inclusive of any entitlements provided by the Employment Relations Act 2000.

22.0 Right of Entry

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

23.0 NSNZ Delegate / Workplace Representative

23.1 The employer accepts that employee job delegates are the recognised channel of communication between the union and the employer in the workplace.

- (a) Accordingly paid time off (at ordinary time rates) shall be allowed for recognised employee delegates to attend meetings with management, consult with union members, and other recognised employee job delegates and union officials, to consult and discuss issues such as management of change, staff surplus, and representing employees.
- (b) Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.

The amount of paid time off and facilities provided shall be sufficient to enable delegates and Convenors of delegates (where these positions exist) to give adequate consideration to the issues in the workplace.

Where recognised workplace activities are required outside working hours, delegates shall be paid at ordinary rates or granted time in lieu on a time for time basis.

24.0 Employment Relations Education Leave

The Employer shall grant leave on pay for employees' party to this CA to attend courses authorised by NSNZ to facilitate the employee's education and training as employee representatives in the workplace.

The numbers of days education leave granted is based on the formula of 35 days per annum for the first 280 full time equivalent employees (employees covered by this CA who have authorised the NSNZ to act on their behalf) and a further five days per annum for every 100 full time equivalent employees thereafter.

For the purposes of this clause, calculating the number of full-time equivalent eligible employees employed by an employer –

- (a) an eligible employee who normally works 30 hours or more during a week is to be counted as 1:
- (b) an eligible employee who normally works less than 30 hours during a week is to be counted as one-half.

The NSNZ shall send a copy of the programme for the course and the name of employees attending at least 28 consecutive days prior to the course commencing.

The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.

The provision of Part 7 of the Employment Relations Act 2000 shall apply where any provision or entitlement is not provided for or is greater than specified above.

25.0 Co-operation, Consultation and Management of Change

25.1 Introduction

- 25.1.1 The parties to this collective agreement accept that change in the health service is necessary in order to ensure the efficient and effective delivery of health services. They recognise a mutual interest in ensuring that health services are provided efficiently and effectively, and that each has a contribution to make in this regard.
- 25.1.2 For management of change processes refer to Appendix 1A.
- 25.1.3 Regular consultation between the employer, its employees and the union 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 more harmonious, effective, efficient, safe and productive workplace.
- 25.1.4 Therefore, the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters.
- 25.1.5 The employer accepts that employee delegates are a recognised channel of communication between the union and the employer in the workplace.
- 25.1.6 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 and to the NSNZ to allow them to participate in the consultative process so as to allow substantive input.
- 25.1.7 Reasonable paid time off at T1 shall be allowed for employee delegates to attend meetings with management and consult with employees to discuss issues concerning management of change and staff surplus.
- 25.1.8 Prior approval of such meetings shall be obtained from the employer and such approval shall not be unreasonably withheld.
- 25.1.9 The parties agree that meetings will occur regularly between management and NSNZ delegates. These meetings will enable effective operational and strategic communication and resolution of issues. Each District shall establish and/or continue the relevant arrangements in existence at the commencement of this Agreement.

25.2 Consultation

- 25.2.1 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.

- 25.2.2 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.
- 25.2.3 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.
- 25.2.4 Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
- 25.2.5 However, the final decision shall be the responsibility of the employer.
- 25.2.6 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.
- 25.2.7 Where there is a significant change to staffing, structure or work practices, the employers will undertake early engagement with affected staff and the NSNZ and may create a discussion document prior to developing a “proposal” or “proposed intention or plan”.
- 25.2.8 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 25.3.

25.3 Staff Surplus

When as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the reorganisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in sub-clause 25.3.4 below

shall be invoked and decided on a case by case basis in accordance with this clause.

25.3.1 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.

25.3.2 Notification of a staffing surplus shall be advised to the affected employees and their Union at least one month prior to the date of giving notice of 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, who can elect to involve their Union Representative, will meet to agree on the options appropriate to the circumstances. Where employees are to be relocated, at least three months' notice shall be given to employees, provided that in any situation, a lesser period of notice may be mutually agreed between the employee and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

25.3.3 The following information shall be made available to the Union representatives in respect of affected employees they represent:

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

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

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

- (a) Reconfirmed in position
- (b) Attrition
- (c) Redeployment
- (d) Leave without pay
- (e) 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 sub-clause 25.3.11 will be applied as a package.

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

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

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

- (a) Where the new job is at a lower salary, an equalisation allowance will be paid to preserve the salary of the employee at the rate paid in the old job at the time of redeployment. The salary can be preserved in the following ways:
 - (i) a lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
 - (ii) an ongoing allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).
- (b) Where the new job is within the same local area and extra travelling costs are involved, actual additional travelling expenses by public transport shall be

reimbursed for up to 12 months.

- (c) The redeployment may involve employees undertaking some on-the-job training.
- (d) Transfer provisions will be negotiated on an actual and reasonable basis.

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

25.3.9 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 their 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.

25.3.10 Enhanced early retirement

- (a) Employees are eligible if they have a minimum of ten years' total aggregated service with the employer, its predecessors, but excludes any service with the Employer 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 the employer or their predecessors. Employees who commenced employment with the Employers predecessors prior to 1 April 2005, will retain pre-existing enhanced early retirement provisions, which are more favourable than those in this clause.
- (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.

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

- (a) "Service" for the purposes of this sub-clause means total aggregated service with the employer, or its predecessors but excludes any service with the employer 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 the employer or their predecessors. Employees who commenced employment with the employers predecessors prior to 1 April 2005, will retain pre-existing severance provisions, which are more favourable than those in this clause.
- (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 (refer to appendix 2(a)) containing each Districts Retiring Gratuity provision which is specific to each District.
- (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.

25.3.12 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.

25.3.13 Counselling

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

26.0 Family Friendly Practices

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

26.1 Reappointment after Absence due to Childcare

- 26.1.1 Employees who resign to care for a dependant pre-school child or children may apply to their former employer for preferential re-appointment.
- 26.1.2 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.
- 26.1.3 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.
- 26.1.4 Absence for childcare reasons will interrupt service but not break it.
- 26.1.5 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.
- 26.1.6 Employees do not have a right of review against their non-appointment.

26.2 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.

27.0 Confidentiality/Public Statements

- 27.1 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.
- 27.2 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.
- 27.3 If the concerned employee is not satisfied with the response given, they may speak out on the issue of concern provided that they identify themselves as speaking in a personal capacity or speaking on behalf of NSNZ with its authority to do so.
- 27.4 Health NZ employees may comment publicly and engage in public debate on matters within their expertise and experience as employees, provided that they identify themselves as speaking in a personal capacity or speaking on behalf of NSNZ with its authority to do so.
- 27.5 Attention is drawn to the applicable District or employer Media Policy, the Privacy Act 2020 and the Public Health Sector - Code of Good Faith.

28.0 Professional Development

28.1 Nurses

The employer shall grant professional development leave of 32 hours per calendar year for full time nurses (pro rated to no less than 8 hours per calendar year for part time employees) who are registered/enrolled nurses. 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, including cultural knowledge. 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.

28.1.1 Grants, scholarships, reimbursement and leave practices in existence prior to 1 July 2004 shall continue in place in Districts where they apply.

28.1.2 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.

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

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

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

28.1.6 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:

Level

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

28.1.7 Nurse Practitioners shall be entitled to an annual \$6,000 Professional Development Allowance to support appropriate professional development opportunities. This Allowance may be accrued for up to 3 years (\$18,000). Such opportunities will be discussed between the Nurse Practitioner and their line manager.

This allowance is pro-rated for part-time employees, except for part-time employees who are solely employed by Health NZ.”

28.1.8 It is acknowledged that designated senior nurses may require additional paid opportunities for development, including attending conferences and symposia.

28.1.9 Professional Development and Recognition or Quality and Leadership Programmes

In recognition of the importance of increasing the number of expert/accomplished and proficient nurses, an employee who reaches the following levels will receive a pro-rated 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 / Puna Rahi	\$4,500 p/a
RN Proficient / Puna Whakatau	\$3,000 p/a
EN Accomplished	\$4,500 p/a
EN Proficient	\$3,000 p/a

Note: A Designated Senior Nurse placement on and progression through the salary scale is not dependent on PDRP. Districts which have dedicated Senior Nurse 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 competent level of practice. Achievement of proficient and expert (RNs) and proficient and accomplished (ENs) is voluntary.

There will be processes in place to ensure the ongoing national consistency of PDRPs.

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

Principles

- (a) PDRPs shall be applied in a consistent manner.
- (b) The criteria for differentiating levels for each category of nurse and for progression shall be standard across the District 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.
- (g) A joint union/employer committee at each District will monitor the principles, to ensure a participative process is in place for developing the workforce structure and to make recommendations accordingly to the Director of Nursing. These shall cover:
 - (i) any changes or processes necessary to further the programmes including education
 - (ii) ensuring that the programmes are managed consistently assisting in the development and monitoring of the review process and/or implementation difficulties
 - (iii) ensuring appropriate training/information/support for all employees and managers involved in the programmes.
- (h) The DoN shall consult with and report back to the committee on the implementation of recommendations made.
- (i) A review/appeals process will be included in any accompanying policy.

28.1.10 Huarahi Whakatū

The employer recognises Huarahi Whakatū Māori professional Development Recognition Programme is endorsed by the Nursing Council and supports the Māori

Nursing workforce covered by this collective agreement. An employee who reaches the following levels will receive a pro-rated 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.

Puna Rahi	\$4,500 per annum
Puna Whakatau	\$3,000 per annum

28.2 Health Care Assistants / Hospital Aides

All newly employed HCAs will be offered the opportunity to participate in the fully funded NZQA Level 3 Health and Wellbeing qualification. This will be offered during paid work hours and will consist of online, in person and practice setting learning.

Those HCAs already employed and would like this opportunity will be given support to access the programme and the employer will take all reasonable steps to support the employee to attain the qualification within 12 months of any such request. Coordination of the programme and learning outcomes will be provided by the organisation.

29.0 Policies and Procedures

29.1 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.

29.2 The union 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.

29.3 Insurance Protection

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

29.4 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.

30.0 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 their 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.

31.0 Health and Safety

- 31.1 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 Health NZ Employee Participation Agreement.
- 31.2 It shall be the responsibility of the employer to ensure that the workplace meets required standards and that adequate and fit for purpose safety equipment is provided.
- 31.3 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.
- 31.4 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.
- 31.5 Attention is also drawn to the employer's policies and procedures on health and safety.
- 31.6 The employer recognises that to fulfil their function Health and Safety Representatives (HSRs) require adequate training (**including** unit standard 29315), time and facilities. This training shall be available and attended within 3 months of commencing as an HSR where practicable. The Health and Safety at Work Act 2015 requires employers to allow a health and safety representative to spend as much time as is reasonably necessary to perform their functions or exercise their powers under the Act (clause 10(c), Schedule 2). Any work that is necessary outside of working hours will be paid be at T1 or granted time in lieu provided the employer has given approval for the out of hours Health and Safety work, which shall not be unreasonably withheld.
- 31.7 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.

32.0 Accidents – Transport of Injured Employees

- 32.1 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 employer is to provide or arrange for the necessary transport, pay all reasonable

expenses for meals and lodging incurred by or on behalf of the employee during the period they are transported, and claim reimbursement from ACC.

33.0 Uniforms and Protective Clothing

- 33.1 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.
- 33.2 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.
- 33.3 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.

34.0 Clothing Allowance

- (a) A taxable 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 (such requirement or direction shall be in writing and a copy shall be forwarded to NSNZ)
- (b) In the absence of a written requirement or direction, either a uniform shall be made available or a taxable 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.

35.0 Payment of Wages

- 35.1 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.
- 35.2 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.

- 35.3 Any monies agreed, as being owed by the employee to the employer upon termination will be deducted from the employee's final pay.
- 35.4 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.
- 35.5 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.
- 35.6 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.

36.0 Termination of Employment

36.1 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 employers disciplinary procedures and/or rules of conduct.

36.2 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 unnotified absence.

37.0 Harassment Prevention

- 37.1 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 37 Employment Relationship Problems. Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence, and other forms of intimidating behaviour.
- 37.2 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; unwanted and deliberate physical contact;
 - (iii) requests for sexual intercourse, including implied or overt promises for preferential treatment or threats concerning present or future employment status.
- (b) Where it may occur
 - (i) among co-workers;
 - (ii) where a supervisor uses position and authority to take sexual advantage of another employee or to control or affect the career, salary or job of that employee;
 - (iii) in dealing with members of the public.
- (c) Responsibilities for supervisors and complainants when dealing with sexual harassment:

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;

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.

The employer relies on supervisors at all levels to facilitate and encourage proper standards of personal and ethical conduct in the workplace.

37.3 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.

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

37.5 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:

- (a) 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
- (b) is hurtful or offensive to the employee (whether or not that is conveyed to the employer or the representative); and

- (c) has, either by its nature or through repetition, a detrimental effect on the employee's employment, job performance or job satisfaction.

38.0 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:

The employee is entitled to seek representation at any stage during the process. Help with an employment relations problem is available from within the workplace (employee manager) or outside the workplace (Ministry of Business, Innovation and Employment 0800 800 863), or a union, an advocate or a lawyer.

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) to their disadvantage by some unjustifiable action by the employer; or
- (c) has been discriminated against their employment; or
- (d) has been sexually harassed in their employment; or
- (e) has been racially harassed in their 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 the grievance is in respect of sexual harassment the employee needs to raise their grievance within 12 months of the action occurring or the grievance coming to their notice.

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.

39.0 Deduction of Union Fees

The Employer shall deduct employee NSNZ fees from the wages/salaries of employees when authorised in writing by members and shall remit such subscriptions to the NSNZ at agreed intervals.

A list of members shall be supplied by NSNZ to each District on request.

40.0 Superannuation

Where an employee is a member of a KiwiSaver scheme under the KiwiSaver Act 2006, effective 31 March 2008, the employer will make an employer contribution to that scheme, matching the employee's contribution dollar for dollar, up to a maximum of 3.5% of the employee's total gross earnings (unless a higher employer contribution is required by law).

41.0 Te Tiriti o Waitangi

The parties are committed to respecting Te Tiriti o Waitangi as a foundational document of Aotearoa New Zealand and we recognise the unique status of Māori as tangata whenua of Aotearoa New Zealand.

The parties are jointly committed to promoting equitable access to healthcare in Aotearoa New Zealand. Across all areas of our shared mahi we will embrace Te Tiriti o Waitangi principles of equity, partnership and tino rangatiratanga.

42.0 Safe Staffing

Health NZ acknowledges that the provision of safe staffing and a safe and healthy workplace is of prime importance for all employees. The parties are jointly committed to working to maintain and improve safe staffing and the related systems operating in the workplace.

43.0 Retiring Gratuities

Retiring Gratuities are available to employees who are retiring from Health NZ where those provisions existed in Collective Agreements which were in place prior to 1 July 2004. Those District-specific provisions are attached as Appendix 1(a) to this MECA. All cut off and implementation dates expressed in those District-specific provisions will continue to apply in each District.

42.0 Appendices

APPENDIX 1: Protected provisions

- (a) Retiring Gratuities by DHB
- (b) Allowances

Appendix 1(a)

SCHEDULE OF RETIRING GRATUITIES PROVISIONS BY DHB

All clause numbers refer to the clauses in the previously applicable local Collective Agreements.

Auckland Region MECA:

16.0 RETIRING GRATUITIES

- 16.1 The Employer shall pay a retiring gratuity to staff retiring from the DHB 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.
- 16.2 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.
- 16.3 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.
- 16.4 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.
- 16.5 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.
- 16.6 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.
- 16.7 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.

- 16.8 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.

SCALE OF MAXIMUM GRATUITIES	
Period of Total Service	Maximum Gratuity
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

Northern Districts MECA:

This provision does not apply to Lakes DHB.

RETIRING GRATUITIES

- (1) Note: This clause shall not apply to employees whose current employment commenced after 23 November 1992.
- (2) The employer may at his/her sole discretion pay a retiring gratuity to staff retiring from the Company who have had not less than 10 years' service with the employing Company, with that Company 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.
- (3) For the purposes of establishing eligibility for a gratuity, total Company 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.
- (4) 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.
- (5) Gratuities may 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.
- (6) The employer at his/her sole discretion may also grant half the normal entitlement to those employees resigning after not less than 10 years service to take up other employment.
- (7) 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.
- (8) For the purposes of calculating the amount of gratuity which a board may pay the rate of pay on retirement shall be the basic ordinary (T1) rates of salary or wages.

- (9) An employee who is granted leave without pay and who remains in the service of the board, will, on retirement, have such leave aggregated with other service for gratuity purposes.

SCALE OF MAXIMUM GRATUITIES:

Period of Total Service	Maximum Gratuity
Not less than 10 yrs and less than 11 yrs	31 days' pay
Not less than 11 yrs and less than 12 yrs	35 days' pay
Not less than 12 yrs and less than 13 yrs	39 days' pay
Not less than 13 yrs and less than 14 yrs	43 days' pay
Not less than 14 yrs and less than 15 yrs	47 days' pay
Not less than 15 yrs and less than 16 yrs	51 days' pay
Not less than 16 yrs and less than 17 yrs	55 days' pay
Not less than 17 yrs and less than 18 yrs	59 days' pay
Not less than 18 yrs and less than 19 yrs	63 days' pay
Not less than 19 yrs and less than 20 yrs	67 days' pay
Not less than 20 yrs and less than 21 yrs	71 days' pay
Not less than 21 yrs and less than 22 yrs	75 days' pay
Not less than 22 yrs and less than 23 yrs	79 days' pay
Not less than 23 yrs and less than 24 yrs	83 days' pay
Not less than 24 yrs and less than 25 yrs	87 days' pay
Not less than 25 yrs and less than 26 yrs	92 days' pay
Not less than 26 yrs and less than 27 yrs	98 days' pay
Not less than 27 yrs and less than 28 yrs	104 days' pay
Not less than 28 yrs and less than 29 yrs	110 days' pay
Not less than 29 yrs and less than 30 yrs	116 days' pay
Not less than 30 yrs and less than 31 yrs	123 days' pay
Not less than 31 yrs and less than 32 yrs	129 days' pay
Not less than 32 yrs and less than 33 yrs	135 days' pay
Not less than 33 yrs and less than 34 yrs	141 days' pay
Not less than 34 yrs and less than 35 yrs	147 days' pay
Not less than 35 yrs and less than 36 yrs	153 days' pay
Not less than 36 yrs and less than 37 yrs	159 days' pay
Not less than 37 yrs and less than 38 yrs	165 days' pay
Not less than 38 yrs and less than 39 yrs	171 days' pay
Not less than 39 yrs and less than 40 yrs	177 days' pay
Not less than 40 years	183 days' pay

NOTE: These are consecutive rather than working days.

Waikato DHB

RETIRING GRATUITIES

NOTE: This clause shall not apply to employees employed after 30 June 1992.

1. The employer may pay a retiring gratuity to staff retiring from the organisation who have had not less than 10 years' service with the employer, with the employer and one or more other District Health Board or its predecessors and with one or more of the following services: the Public Service, the Post Office, New Zealand Railways or any university in New Zealand.
2. For the purposes of establishing eligibility for a gratuity, total organisational 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.
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.
4. Gratuities may 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.
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.
6. For the purposes of calculating the amount of gratuity which the employer may pay the rate of pay on retirement shall be the basic rates of salary or wages that is consolidated components of salaries which are inclusive of penal payments shall not be paid i.e. caseload midwives, refer to Variation.
7. An employee who is granted leave without pay and who remains in the service of the employer, will, on retirement, have such leave aggregated with other service for gratuity purposes.

SCALE OF MAXIMUM GRATUITIES	
Period of Total Service	Maximum Gratuity
Not less than 10 years and less than 11 years	31 days pay
Not less than 11 years and less than 12 years	35 days pay
Not less than 12 years and less than 13 years	39 days pay
Not less than 13 years and less than 14 years	43 days pay
Not less than 14 years and less than 15 years	47 days pay
Not less than 15 years and less than 16 years	51 days pay

Not less than 16 years and less than 17 years	55 days pay
Not less than 17 years and less than 18 years	59 days pay
Not less than 18 years and less than 19 years	63 days pay
Not less than 19 years and less than 20 years	67 days pay
Not less than 20 years and less than 21 years	71 days pay
Not less than 21 years and less than 22 years	75 days pay
Not less than 22 years and less than 23 years	79 days pay
Not less than 23 years and less than 24 years	83 days pay
Not less than 24 years and less than 25 years	87 days pay
Not less than 25 years and less than 26 years	92 days pay
Not less than 26 years and less than 27 years	98 days pay
Not less than 27 years and less than 28 years	104 days pay
Not less than 28 years and less than 29 years	110 days pay
Not less than 29 years and less than 30 years	116 days pay
Not less than 30 years and less than 31 years	123 days pay
Not less than 31 years and less than 32 years	129 days pay
Not less than 32 years and less than 33 years	135 days pay
Not less than 33 years and less than 34 years	141 days pay
Not less than 34 years and less than 35 years	147 days pay
Not less than 35 years and less than 36 years	153 days pay
Not less than 36 years and less than 37 years	159 days pay
Not less than 37 years and less than 38 years	165 days pay
Not less than 38 years and less than 39 years	171 days pay
Not less than 39 years and less than 40 years	177 days pay
Not less than 40 years	183 days pay
Note: These are consecutive rather than working days	

Bay Of Plenty DHB

Gratuities (Tauranga Hospital)

The gratuities payment was grand parented for Tauranga Hospital, but would only be paid in respect to redundancy for staff with current continuous service commenced before 23 November 1992, as per schedule E of the Bay of Plenty District Health Board Nurses, Midwives & Healthcare Assistant's Agreement effective 01 July 2001 - 30 June 2002.

Ex gratia payment

A retirement gratuity (in the form of an ex gratia payment), may be payable, at the sole discretion of the CEO, for those staff with current continuous service who commenced before 23 November 1992 as per schedule E of the Bay of Plenty District Health Board Nurses, Midwives & Healthcare Assistant's Agreement effective 01 July 2001 - 30 June 2002.

Tairawhiti DHB

RETIRING GRATUITIES

1. The employer may pay a gratuity to staff retiring, who have had not less than 10 years' qualifying service as provided for in Clause 18 and clause 46.10 in the Tairawhiti DHB previous collective agreement.
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.
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.
4. Gratuities may 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 agreement has been made or who is in a de facto relationship.
5. The calculation of 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.
6. For the purposes of calculating the amount of gratuity the rate of pay on retirement shall be the basic rate of wage until 1 January 1997 (refer Clause 46.11 in the Tairawhiti DHB previous collective agreement).
7. An employee who is granted leave without pay and who remains in the employer's service, will, on retirement, have such leave aggregated with other service for gratuity purposes.

8. Scale of Maximum Gratuities

<u>Period of Total Service</u>	<u>Maximum Gratuity</u>
Not less than 10 years and less than 11 years	31 days' pay
Not less than 11 years and less than 12 years	35 days' pay
Not less than 12 years and less than 13 years	39 days' pay
Not less than 13 years and less than 14 years	43 days' pay
Not less than 14 years and less than 15 years	47 days' pay
Not less than 15 years and less than 16 years	51 days' pay
Not less than 16 years and less than 17 years	55 days' pay
Not less than 17 years and less than 18 years	59 days' pay
Not less than 18 years and less than 19 years	63 days' pay

Not less than 19 years and less than 20 years	67 days' pay
Not less than 20 years and less than 21 years	71 days' pay
Not less than 21 years and less than 22 years	75 days' pay
Not less than 22 years and less than 23 years	79 days' pay
Not less than 23 years and less than 24 years	83 days' pay
Not less than 24 years and less than 25 years	87 days' pay
Not less than 25 years and less than 26 years	92 days' pay
Not less than 26 years and less than 27 years	98 days' pay
Not less than 27 years and less than 28 years	104 days' pay
Not less than 28 years and less than 29 years	110 days' pay
Not less than 29 years and less than 30 years	116 days' pay
Not less than 30 years and less than 31 years	123 days' pay
Not less than 31 years and less than 32 years	129 days' pay
Not less than 32 years and less than 33 years	135 days' pay
Not less than 33 years and less than 34 years	141 days' pay
Not less than 34 years and less than 35 years	147 days' pay
Not less than 35 years and less than 36 years	153 days' pay
Not less than 36 years and less than 37 years	159 days' pay
Not less than 37 years and less than 38 years	165 days' pay
Not less than 38 years and less than 39 years	171 days' pay
Not less than 39 years and less than 40 years	177 days' pay
Not less than 40 years	183 days' pay

NOTE: These are consecutive rather than working days.

11. Employees employed after 30 June 1994 shall only have service with Tairāwhiti District Health recognised for the purposes of this clause.
12. As of 1 January 1997 the calculation for the gratuity will be made at the wage rate payable to the individual employee and shall not be adjusted by any subsequent wage increase. Employees employed after 1 January 1997 shall not be eligible to retiring gratuities.

Northland DHB

RETIRING GRATUITIES

- a. Employees retiring who have no less than 10 years service with the employer and are no less than 55 years of age may be paid a Retirement Gratuity within the scale given in Fourth Schedule.
- b. The provisions of this clause will also apply where early retirement is taken by an employee as an alternative to redundancy.

FOURTH SCHEDULE - RETIREMENT GRATUITIES

SCALE OF MAXIMUM GRATUITIES :

SERVICE (years)		GRATUITY (consecutive days)
Not less than 10	less than 11	31
11	12	35
12	13	39
13	14	43
14	15	47
15	16	51
16	17	55
17	18	59
18	19	63
19	20	67
20	21	71
21	22	75
22	23	79
23	24	83
24	25	87
25	26	92
26	27	98
27	28	104
28	29	110
29	30	116
30	31	123
31	32	129
32	33	135
33	34	141
34	35	147
35	36	153
36	37	159
37	38	165
38	39	171
39	40	177
40 plus		183

Lower North Island MECA:

1.0 RETIREMENT GRATUITIES

Retirement Gratuity entitlements applicable at each DHB are as set out below. (This clause does not apply to Hawke's Bay or Taranaki , which previously made compensatory payments to their employees when this provision was bought out.)

Gratuity payments are calculated using the scale set out at the end of this clause.

Except for Hutt Valley, retirement for the purposes of this clause is the permanent cessation of regular paid employment.

Except for Hutt Valley, an employee may retire:

- (a) Voluntarily;
- (b) On medical grounds (requires a medical certificate from a doctor acceptable to the DHB);
- (c) By agreement between the DHB and the employee.

Wairarapa DHB:

Retirement gratuities were frozen as of 28 March 1993.

These entitlements are applicable to all eligible staff employed before 28 March 1993.

Hutt Valley DHB:

- (a) Retiring Gratuity entitlements are applicable as per the scale for employees who have not less than 10 years' service as at 12 October 1992 and who are eligible to retire.
- (b) From 10 October 1993 no further service shall accrue for the calculation of retiring gratuities.
- (c) 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.

Whanganui DHB:

The criteria for the payment of Retiring Gratuities is set out in clause 39 (and outlined below) of the 1993 Nurses and Midwives CEC;

Clause 39.0 of the CEC dated 18 December 1993:

- 39.1 Employees who have between 10 and 15 years service as at 18 December 1993 shall earn and be paid 50% of the maximum retiring gratuity.
- 39.2 Employees who have more than 15 years service as at 18 December 1993 shall earn and be paid a retiring gratuity in accordance with the scale of maximum gratuities.
- 39.3 Employees who have less than 10 years service as at 18 December 1993 or who are employed after that date, shall not receive or earn any retirement gratuity.
- 39.4 For the purposes of establishing eligibility for a gratuity, total service may be aggregated, whether this be part-time or full-time, or a combination of both at different periods. Part-time service is not to be converted to its full-time equivalent for the purposes of establishing eligibility.
- 39.5 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.
- 39.6 Gratuities shall be paid to the spouse or if not surviving spouse, the dependent child(ren)

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.

- 39.7 The Chief Executive Officer may also grant half of their retirement gratuity entitlement to those employees resigning after not less than 10 years service as a result of ill health which prevents them from continuing in their position.
- 39.8 The amount of any gratuity previously received in respect of service taken into account in the calculation, shall be deducted.
- 39.9 For the purposes of calculating the amount of gratuity which Whanganui DHB should pay, the rate of pay on retirement shall be the basic rates of salary or wages.
- 39.10 An employee who is granted leave without pay and who remains in the service of Whanganui DHB, will, on retirement, have such leave aggregated with other service for gratuity purpose.

“Service” means current continuous service with Whanganui District Health Board and its immediate predecessors, that is the Good Health Whanganui, Manawatu-Wanganui Area Health Board, the Wanganui Area Health Board and the Wanganui Hospital Board, but may be broken up by periods of up to three months. Any break in service of longer than three months shall debar an employee from counting the service prior to that break towards any service related entitlements in this agreement.

- (a) Any employee employed after 15 December 1993 will have service recognised as defined above.
- (b) Any employee employed on or before 15 December 1993 will have service recognised, according to the Nurses’ & Midwives’ Collective Employment Contract signed on 23 December 1993.

MidCentral DHB:

Retirement Allowance

The Chief Executive Officer shall pay a retiring allowance to employees who, on the 15 December 1993, had no less than ten years' continuous service with the Health Service and were an employee of MCH on that date.

- (a) Having established eligibility for an allowance by meeting the above requirements, any further service for that employee shall be as defined in the definitions.
- (b) Employees who had more than ten but less than fifteen years service on 15 December 1993 will be paid 50% of the relevant retiring allowance when they retire.
- (c) Employees who had more than 15 years service on 15 December 1993 will be paid a retiring allowance in accordance with the scale of retiring allowances, when they retire.
- (d) Employees who had less than 10 years continuous service on 15 December 1993, or who were employed after that date shall not receive any retirement allowance.
- (e) Where part-time service is involved the allowance shall 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 allowance purposes.
- (f) An employee who is granted leave without pay and who remains in the service of MCH, will, on retirement, have such leave aggregated with other service for allowance purposes.
- (g) Allowances 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 allowance. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.
- (h) For the purposes of calculating the amount of allowance which MCH may pay, the rate of pay on retirement shall be the basic rates of salary or wages.

Discretionary Retiring Gratuity

The Chief Executive Officer may grant half of the appropriate retirement scale of allowances to those employees who have not less than 10 years' continuous service and must resign because of ill health.

Service Definition for Retirement Allowances

- (a) Service means all service, whether in full-time, part-time or casual employment, with MCH. Provided that they were employees of MCH as at 15 December 1993 and have a service entitlement recognised under a previous collective employment contract (or award) they shall retain such entitlement until that employee ceases to be an employee of MCH.
- (b) Continuous means current continuous service with MCH which may be broken up by periods of up to three months. Any break in service of longer than three months shall debar an employee from counting the service prior to that break towards any continuous service entitlement. Provided that employees of MCH as at 15 December 1993 who have a continuous service entitlement recognised under a previous collective employment

contract (or award) shall retain such entitlement until that employee ceases to be an employee of MCH. Provided that Enrolled Nurses or Registered Nurses who resign or change their status to undertake a period of continuous study to bridge to RCompN/B.N. will have their previous current continuous service entitlement recognised on re-employment with MCH. This applies if re-employment is within three months of receipt of results and applies only to enrolled nurses or registered nurses who are employed by MCH for up to one month prior to study commencing.

Capital & Coast DHB:

Retirement Gratuities

- (a) If the employee has ten or more years service the retirement gratuity set out in 9.1 shall be paid.
- (b) The employer shall pay a retiring gratuity to employees retiring who have had not less than ten years' service recognised as at 12 October 1992.
- (c) 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. Where part-time service is involved the gratuity should be calculated to reflect this.
- (d) 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.
- (e) Gratuities shall be paid to the estate of employees who die before retirement or who dies after retirement but before receiving a gratuity.
- (f) For the purposes of calculating the amount of gratuity which the employer shall pay, the rate of pay on retirement shall be the ordinary rate of pay only.
- (g) From 10 October 1993 no further service shall accrue regarding the payment of retiring gratuities.

1.1 Retirement Gratuity Scale

Period of Total Service	Maximum Gratuity
Not less than 10 years and less than 11 years	31 days' pay
Not less than 11 years and less than 12 years	35 days' pay
Not less than 12 years and less than 13 years	39 days' pay
Not less than 13 years and less than 14 years	43 days' pay
Not less than 14 years and less than 15 years	47 days' pay
Not less than 15 years and less than 16 years	51 days' pay
Not less than 16 years and less than 17 years	55 days' pay
Not less than 17 years and less than 18 years	59 days' pay
Not less than 18 years and less than 19 years	63 days' pay
Not less than 19 years and less than 20 years	67 days' pay
Not less than 20 years and less than 21 years	71 days' pay
Not less than 21 years and less than 22 years	75 days' pay
Not less than 22 years and less than 23 years	79 days' pay
Not less than 23 years and less than 24 years	83 days' pay
Not less than 24 years and less than 25 years	87 days' pay
Not less than 25 years and less than 26 years	92 days' pay
Not less than 26 years and less than 27 years	98 days' pay
Not less than 27 years and less than 28 years	104 days' pay
Not less than 28 years and less than 29 years	110 days' pay
Not less than 29 years and less than 30 years	116 days' pay
Not less than 30 years and less than 31 years	123 days' pay
Not less than 31 years and less than 32 years	129 days' pay
Not less than 32 years and less than 33 years	135 days' pay
Not less than 33 years and less than 34 years	141 days' pay
Not less than 34 years and less than 35 years	147 days' pay
Not less than 35 years and less than 36 years	153 days' pay
Not less than 36 years and less than 37 years	159 days' pay
Not less than 37 years and less than 38 years	165 days' pay
Not less than 38 years and less than 39 years	171 days' pay
Not less than 39 years and less than 40 years	177 days' pay
Not less than 40 years	183 days' pay

NOTE: These are consecutive rather than working days.

South Island MECA:

45.0 RETIRING GRATUITIES

45.1 The following applies only to employees employed by the relevant DHB below, who have remained continuously employed by that DHB:

South Canterbury DHB	
Nelson Marlborough DHB	employed prior to 30 October 1992
Otago DHB	employed prior to 1 February 1999
Southland DHB	employed prior to 1 July 1995
West Coast DHB	employed prior to 1 July 1997

45.2 The employer may pay a retiring gratuity to employees permanently retiring from the workforce who have had no less than 10 years' current continuous service with the same employer. The status quo criteria used by each individual employer, in determining whether an employee is granted a gratuity as at 17 December 2001 will continue to be used.

45.3 For the purposes of establishing eligibility for a gratuity, total service as above may be aggregated, whether this be part time or whole time, or a combination of both at different periods.

45.4 Where part-time service is involved the gratuity should be calculated to reflect this fact. 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.

45.5 The calculation shall be based on the base rate of salary or wages.

45.6 The gratuity is based on the following scale

Current continuous service

Maximum Gratuity

Not less than 10 years
Not less than 11 years
and up to 26 years

31 days
Additional 4 days for each full
year of service in excess of 10 years

Not less than 26 years
and up to 40 years

Additional 6 days for each full year
of service in excess of 25 years, to a
maximum of 40 years.

Note: These are consecutive rather than working days.

Nelson Marlborough Retiring Gratuities

year	consecutive days	MECA provision
1	0	
2	0	
3	0	
4	0	
5	0	
6	0	
7	0	
8	0	
9	0	
10	31	31 after 10 years service
11	35	11 to 26 = 4 days per full year
12	39	11 to 26 = 4 days per full year
13	43	11 to 26 = 4 days per full year
14	47	11 to 26 = 4 days per full year
15	51	11 to 26 = 4 days per full year
16	55	11 to 26 = 4 days per full year
17	59	11 to 26 = 4 days per full year
18	63	11 to 26 = 4 days per full year
19	67	11 to 26 = 4 days per full year
20	71	11 to 26 = 4 days per full year
21	75	11 to 26 = 4 days per full year
22	79	11 to 26 = 4 days per full year
23	83	11 to 26 = 4 days per full year
24	87	11 to 26 = 4 days per full year
25	91	11 to 26 = 4 days per full year
26	97	26 (in excess of 25) to 40 = 6 days per full year
27	103	26 (in excess of 25) to 40 = 6 days per full year
28	109	26 (in excess of 25) to 40 = 6 days per full year
29	115	26 (in excess of 25) to 40 = 6 days per full year
30	121	26 (in excess of 25) to 40 = 6 days per full year
31	127	26 (in excess of 25) to 40 = 6 days per full year
32	133	26 (in excess of 25) to 40 = 6 days per full year
33	139	26 (in excess of 25) to 40 = 6 days per full year
34	145	26 (in excess of 25) to 40 = 6 days per full year
35	151	26 (in excess of 25) to 40 = 6 days per full year
36	157	26 (in excess of 25) to 40 = 6 days per full year
37	163	26 (in excess of 25) to 40 = 6 days per full year
38	169	26 (in excess of 25) to 40 = 6 days per full year
39	175	26 (in excess of 25) to 40 = 6 days per full year
40	181	26 (in excess of 25) to 40 = 6 days per full year

Canterbury Nurses' CA:

Nil.

Canterbury Charge Nurses' CA:

Nil.

Canterbury MUCA:

**N
Canterbury Mental Health and Older Persons Health Divisions
Coordinators CA:**

Nil.

Bay Of Plenty After Hours Managers CA:

Nil.

Lower North Island Senior Nurses' and Midwives' MECA:

9.0 RETIRING GRATUITIES

Where an employee currently has an entitlement to a retiring gratuity, grand parented or otherwise, the DHB will write to that employee confirming their entitlement and provide a copy of this letter to the NSNZ.

Retirement for the purpose of this collective agreement is the permanent cessation of regular paid employment. An employee may retire voluntarily, on medical grounds (requires a medical certificate from a doctor acceptable to the DHB and the employee), or by agreement between the employer and the employee.

West Coast After Hours Coordinators and Relief After Hours coordinators
CA:

SCHEDULE 3: RETIRING GRATUITIES

Scale of Maximum Gratuities (reckoned in consecutive not working days)

PERIOD OF SERVICE	MAXIMUM GRATUITY
Not less than 10 years and less than 11 years	31 days pay
Not less than 11 years and less than 12 years	35 days pay
Not less than 12 years and less than 13 years	39 days pay
Not less than 13 years and less than 14 years	43 days pay
Not less than 14 years and less than 15 years	47 days pay
Not less than 15 years and less than 16 years	51 days pay
Not less than 16 years and less than 17 years	55 days pay
Not less than 17 years and less than 18 years	59 days pay
Not less than 18 years and less than 19 years	63 days pay
Not less than 19 years and less than 20 years	67 days pay
Not less than 20 years and less than 21 years	71 days pay
Not less than 21 years and less than 22 years	75 days pay
Not less than 22 years and less than 23 years	79 days pay
Not less than 23 years and less than 24 years	83 days pay
Not less than 24 years and less than 25 years	87 days pay
Not less than 25 years and less than 26 years	92 days pay
Not less than 26 years and less than 27 years	98 days pay
Not less than 27 years and less than 28 years	104 days pay
Not less than 28 years and less than 29 years	110 days pay
Not less than 29 years and less than 30 years	116 days pay
Not less than 30 years and less than 31 years	123 days pay
Not less than 31 years and less than 32 years	129 days pay
Not less than 32 years and less than 33 years	135 days pay
Not less than 33 years and less than 34 years	141 days pay
Not less than 34 years and less than 35 years	147 days pay
Not less than 35 years and less than 36 years	153 days pay
Not less than 36 years and less than 37 years	159 days pay
Not less than 37 years and less than 38 years	165 days pay
Not less than 38 years and less than 39 years	171 days pay
Not less than 39 years and less than 40 years	177 days pay
Not less than 40 years	183 days pay
NOTE: Days pay is calculated on base salary figures	

West Coast DHB Clinical Nurse Leaders / Associates CA:

21. RETIRING GRATUITIES

Note: Clause 21, Retiring Gratuities shall apply to those Employees employed by the Employer prior to 28 February 2001

- 21.1 For the purposes of establishing eligibility for a gratuity, total board service shall be aggregated, whether this is 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.
- 21.2 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.
- 21.3 Gratuities shall be paid to the spouse or if no surviving spouse, the dependent child (ren) 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.
- 21.4 An Employer will grant half the normal entitlement to those employees resigning after not less than 10 years' service to take up other employment.
- 21.5 The calculation of gratuity entitlement shall be 3 [three] months, [12 working week's] ordinary time, [T1] payment, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.
- 21.6 An employee who is granted leave without pay and who remains in the service of the West Coast District Health Board, will, on retirement, have such leave aggregated with other service for gratuity purposes.

South Canterbury DHB Senior Nursing Staff CA:

9.0 RETIREMENT GRATUITY

- 9.1 The employee after completion of 10 years service with South Canterbury District Health Board is entitled to apply for a retirement gratuity as set out in Schedule Two of this Agreement.

Schedule Two

Retirement Gratuity Payments Scale of Maximum Gratuities

Period of Service	Maximum Gratuity
Not less than 10 years and less than 11 years	31 days pay
Not less than 11 years and less than 12 years	35 days pay
Not less than 12 years and less than 13 years	39 days pay
Not less than 13 years and less than 14 years	43 days pay
Not less than 14 years and less than 15 years	47 days pay
Not less than 15 years and less than 16 years	51 days pay
Not less than 16 years and less than 17 years	55 days pay
Not less than 17 years and less than 18 years	59 days pay
Not less than 18 years and less than 19 years	63 days pay
Not less than 19 years and less than 20 years	67 days pay
Not less than 20 years and less than 21 years	71 days pay
Not less than 21 years and less than 22 years	75 days pay
Not less than 22 years and less than 23 years	79 days pay
Not less than 23 years and less than 24 years	83 days pay
Not less than 24 years and less than 25 years	87 days pay
Not less than 25 years and less than 26 years	92 days pay
Not less than 26 years and less than 27 years	98 days pay
Not less than 27 years and less than 28 years	104 days pay
Not less than 28 years and less than 29 years	110 days pay
Not less than 29 years and less than 30 years	116 days pay
Not less than 30 years and less than 31 years	123 days pay
Not less than 31 years and less than 32 years	129 days pay
Not less than 32 years and less than 33 years	135 days pay
Not less than 33 years and less than 34 years	141 days pay
Not less than 34 years and less than 35 years	147 days pay
Not less than 35 years and less than 36 years	153 days pay
Not less than 36 years and less than 37 years	159 days pay
Not less than 37 years and less than 38 years	165 days pay
Not less than 38 years and less than 39 years	171 days pay
Not less than 39 years and less than 40 years	177 days pay
Not less than 40 years	183 days pay

NOTE: Days pay is calculated on base salary figures.

Otago DHB Clinical Charge Nurses and Clinical Nurse Specialists CA:

28.0 RETIRING GRATUITIES

- 28.1 The following applies only to employees employed by ODHB, who were employed and have remained continuously employed by the employer prior to 1 February 1999.
- 28.2 The employer may pay a retiring gratuity to employees permanently retiring from the workforce who have had no less than 10 years' current continuous service with the same employer.
- 28.3 For the purposes of establishing eligibility for a gratuity, total service as above may be aggregated, whether this be part time or whole time, or a combination of both at different periods.
- 28.4 Where part time service is involved the gratuity should be calculated to reflect this fact. 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.
- 28.5 The calculation shall be based on the base rate of salary or wages.
- 28.6 The gratuity is based on the following scale

<u>Current continuous service</u>	<u>Maximum Gratuity</u>
Not less than 10 years	31 days
Not less than 11 years and less than 26 years	Additional 4 days for each full year of service in excess of 10 years
Not less than 26 years and up to 40 years	Additional 6 days for each full year of service in excess of 25 to a maximum of 40

Note: These are consecutive rather than working days.

Otago DHB Duty Coordinators CA:

46.0 RETIRING GRATUITIES

- 46.1 The following applies only to employees employed by the employer prior to 1 February 1999, and who have since remained continuously employed by the employer.
- 46.2 The employer may pay a retiring gratuity to employees permanently retiring from the workforce who have had no less than 10 years' current continuous service with the same employer. The status quo criteria used by each individual employer, in determining whether an employee is granted a gratuity as at 17 December 2001 will continue to be used.
- 46.3 For the purposes of establishing eligibility for a gratuity, total service as above may be aggregated, whether this be part time or whole time, or a combination of both at different periods.
- 46.4 Where part-time service is involved the gratuity should be calculated to reflect this fact. 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.
- 46.5 The calculation shall be based on the base rate of salary or wages.
- 46.6 The gratuity is based on the following scale:

<u>Current continuous service</u>	<u>Maximum Gratuity</u>
Not less than 10 years	31 days
Not less than 11 years and up to 26 years	Additional 4 days for each full year of service in excess of 10 years
Not less than 26 years and up to 40 years	Additional 6 days for each full year of service in excess of 25 years, to a maximum of 40 years.

Note: These are consecutive rather than working days.

Appendix 1(b)

ALLOWANCES

The following allowances shall be retained until agreed otherwise:

- 1. Clinical Supervision Allowance** – (LNI MECA *Additional Terms and Conditions of Employment Taranaki DHB* Clause 10.0) – “An allowance of \$500.00 per annum is payable to a nurse providing clinical supervision within mental health as per the mental health protocols.” This shall be retained for Mental Health employees only.
- 2. South Westland Rural Nurse Specialists** – (SI MECA Clause 8.5). *“where a GP vacancy exists and they do not have the support of a GP shall receive an allowance of \$175 per week”.*

Signed this [insert date here]

AUTHORISED representatives of the EMPLOYEE PARTIES:

David Wills NSNZ Director	
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Signed this [insert date here]

AUTHORISED representatives of the EMPLOYER PARTIES:

Dale Bramley Tumu Whakarae Chief Executive Officer Te Whatu Ora	
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