



**Health New Zealand**  
Te Whatu Ora

**Health New Zealand | Te Whatu Ora**  
**Te Tai Tokerau**

**&**

**First Union**

**Patient Transport Drivers**  
**COLLECTIVE AGREEMENT**

**15 June 2024 to 14 June 2026**

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# Health New Zealand | Te Whatu Ora Te Tai Tokerau / FIRST Collective Agreement

## 1.0 PARTIES

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

**BETWEEN:**

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

AND

**FIRST UNION (The “Union”)**

## 2.0 COVERAGE AND APPLICATION

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

2.2 The Agreement shall apply to those employees appointed by the employer at the Northland / Te Tai Tokerau District, to positions coming within the classifications provided for in the agreement. The coverage shall not apply to employees employed as managers.

2.3 (i) Employees previously employed on individual employment agreements who come within the coverage of this agreement by becoming a member of the union, the provisions of this agreement shall apply and the provisions of the individual employment agreement shall cease to apply except as otherwise specifically agreed in writing.

(ii) The provisions of the Employment Relations Act shall apply in situations where an employee transfers.

2.4 Classifications within the agreement.

(i) Employees engaged in Driving Services for the transportation of patients in the following positions:

- Drivers who are primarily engaged to transport renal patients or provide a shuttle service for patients

- 2.5 A new employee employed in a position covered by this agreement may be employed under the terms and conditions of the agreement in accordance with Section 62 of the Employment Relations Act 2000.
- 2.6 At the time when a new employee commences employment, the employer will inform the employee:
- i) That a Collective Agreement exists and covers work to be done by the employee; and
  - ii) That the employee may join the union that is a party to the collective agreement; and
  - iii) About how to contact the union and any appropriate union material that the union supplies to the employer for giving to new employees.
- 2.7 The orientation of a new employee shall include an introduction to the relevant union workplace delegate.

### **3.0 TERM**

- 3.1 This Agreement will commence from 15 June 2024 and expire on 14 June 2026

### **4.0 VARIATION**

- 4.1 Any variation to this Collective Agreement shall be mutually agreed between all the parties and such variation shall be in writing and signed by both parties (i.e. the employer and the union).

### **5.0 SAVINGS**

- 5.1 Nothing in this agreement will operate to reduce the ordinary (TI) salary/hourly rate applying to an employee at the date of this agreement coming into force unless specifically agreed between the parties and recorded in writing.

### **6.0 DEFINITIONS**

“Duty” means a single, continuous period of work required to be given by an employee, excluding intervening periods, on-call and call back.

“Employer” means *Health New Zealand | Te Whatu Ora*

“Employee” means any person employed whose position is covered by this Agreement.

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

“Part Time Employee” means an employee, who is employed on a permanent basis but works less than the ordinary or normal hours prescribed in this Agreement. Any wages and benefits, e.g. leave, will be pro rata according to the hours worked unless specifically stated otherwise in this Agreement. When additional shifts are required, as a general principle preference will be given in the first instance to part-time employees.

“Temporary/Fixed Term Employee” means an employee employed on a full or part-time basis on reasonable grounds for a specified project, or event, or used to replace an employee who for some reason has taken extended leave. A temporary/fixed term employee shall be employed for a fixed term relating to either time or completion of the work task. There is no expectation of ongoing employment.

**Note:** *Temporary/fixed term agreements must not be used to deny staff security of employment.*

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

“Ordinary Time”:

- T1 refers to the ordinary hourly rate of pay; and
- 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.

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

“Service”, except where otherwise defined in the applicable clause, means the current/continuous service with Health New Zealand at the Northland/ Te Tai Tokerau District (previously known as Northland DHB).

“Continuous Service” means any period of service with Health New Zealand at the Northland/Te Tai Tokerau District ( formerly Northland DHB) provided service is not broken by more than three calendar months or by reason of redundancy in which the employee has received redundancy compensation.

“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.

## **7.0 HOURS OF WORK**

The parties note that the Health & Safety at Work Act 2015 requires the employer to take all practical steps to prevent harm occurring to employees from the way work is organised. In designing and implementing rosters to meet service needs the employer recognises the disruption, personal health effects and fatigue.

7.1 The ordinary working hours of an employee are agreed in the letters of appointment.

### **7.2 Employees commenced employment prior to 1 September 2024**

7.2.1 Employee’s weekly work is by mutual agreement between the employer and the employee with a minimum of 20 hours per fortnight. Each duty will be of no less than 4 hours. (the employer, the employee and the Union can agree variations of less than the three hours and less than 20 hours per fortnight that will be recorded in writing and signed).

7.2.3 Employees can be rostered for more than 1 duty in any day provided that each duty complies with 7.2.1 above and that the duties including the intervening period does not exceed 14 hours.

7.2.4 Where more than one period of duty is rostered on any day the intervening hours will attract standby rates as follows:

\$4.04 (\$6.06 on a statutory holiday) per hour

### **7.3 For Employees commencing after 1 October 2024**

7.3.1 Ordinary hours of work shall be 80 hours per fortnight

7.3.2 Employees will normally work 8 or 10 hours per day, not including intervening periods as provided for in clause 7.2.3.

7.3.3 Employees can be rostered for more than 1 duty in any day provided that the duties including the intervening period does not exceed 14 hours.

7.3.4 Where more than one period of duty is rostered on any day the intervening hours will attract standby rates as follows:

\$4.04 (\$6.06 on a statutory holiday) per hour

### **7.4 Transition Arrangements**

Employees who commenced employment prior to 1 October 2024, may request to alter their current terms and conditions of employment to reflect the arrangements provided for in clause 7.3.

Employees who request to alter their terms and conditions under this clause will be transitioned to a proportionate FTE based on the average number of hours worked (not including intervening periods) in the three months prior to making the request. Such agreements will be recorded in writing.

All requests by an employee to alter terms and conditions under this clause must be submitted to the employer by 31 December 2024. Thereafter, any requests made by an employee to change the agreed hours of work will be by mutual agreement between the employer and employee.

### **7.5 Part Time- No Fixed Hours**

7.5.1 Employees may be engaged with no stated minimum hours (part time- no fixed hours) to provide relief cover for unscheduled increases in workload, unscheduled staff absences and in other circumstances that may be agreed between the employer and the Union.

7.5.2 Employees engaged under clause 7.5.1 may work duties of no less than four hours. The employer and the Union can agree variations to less than the four hours that will be recorded in writing and signed by the parties.

7.5.3 These employees are deemed to be permanent employees and shall be entitled to:

- i. Salary progression and other service-related entitlements which are the same as those of employees with fixed hours of work.



- ii. Payments applicable to full-time employees including penal, overtime and appropriate allowances where the employee meets the payment or allowance pre-conditions.
- iii. Annual leave and sick leave based on the number of hours worked and in accordance with the Holidays Act 2003.

Note: This does not apply to those individuals who may be engaged as Casuals as defined in clause 6.0.

- 7.6 The pay period shall commence at midnight Sunday/Monday.
- 7.7 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 days shall be consecutive. Employees are not required to work on their rostered days off.
- 7.8 These off-duty periods may fall separately no more than once every four weeks unless at the request of the employee or to facilitate the roster.
- 7.8 A break of at least ten (10) continuous hours must be provided at the conclusion of a working day.  
A working day includes:
  - (a) periods of normal rostered work;
  - (b) periods of overtime that are continuous with a period of normal rostered work.
- 7.9 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 and paid at their usual hourly rate.
- 7.10 Where the employer clearly identifies that permanent alterations in staff hours are required, the hours of work may be varied by agreement between the employees affected, the union and the employer. Such agreement shall be in writing and signed.
- 7.11 Rosters will usually be published not less than 7 days prior to commencement of the roster provided that less notice may be given in exceptional circumstances. Rosters posted will show duties for a minimum 7-day period. Changes in rosters once posted shall be by mutual agreement.

To facilitate roster preparation, where possible requests for annual leave should be made at least 14 days prior to the publication of the roster. The employer will respond to any employee notice within 5 days of it being submitted.

## **8.0 MEAL BREAKS AND REST PERIODS**

- 8.1 Except when required for urgent or emergency work and except as provided in 8.2 below, no employee shall be required to work for more than five and a half 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.
- 8.2 An employee unable to be relieved from work for an uninterrupted meal break shall be entitled to have a meal while on duty and this period shall be regarded as working time.
- 8.3 Except where provided for in 8.2 above an employee unable to take a meal after five and a half hours, half-ordinary time shall be paid as a penalty payment from the expiry of five hours until the time of taking the meal break.
- 8.4 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.
- 8.5 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 \$5.00 per week in lieu shall be paid. This allowance shall continue during all periods of leave except leave without pay.

## 9.0 REMUNERATION

9.1 The following hourly rates of pay shall apply to the respective positions below:

### Patient Transport Drivers

| Step                        | 1<br>September<br>2023 | 17 June<br>2024 | 16 June<br>2025 |
|-----------------------------|------------------------|-----------------|-----------------|
| 4- Qualification            | \$28.68                | \$30.60         | \$31.56         |
| 3 2-3 Years                 | \$27.44                | \$29.36         | \$30.32         |
| 2 1- 2 Years                | \$26.08                | \$28.00         | \$28.96         |
| 1. Commencement/> 12 months | \$24.00                | \$25.92         | \$26.88         |

## 9.2 Translation to new pay structure

Employees translate to the step reflecting their service and qualifications.

- There will be no reduction in pay because of translation.
- Employees with the requisite step 4 qualifications as defined in clause 9.3.4 and less than 4 years' service will spend 12 months on the top auto step before moving to the qualification (top step).
- Employees with the requisite step 4 qualifications as defined in clause 9.3.4 and 4 plus years' service will translate to the qualification (top step).

## 9.3 Placement in Scale and Progression Through Steps

9.3.1 Progression from step 1 to step 3 shall will occur by annual increment at anniversary date

9.3.2 The employee will remain on each automatic step for 12 months

9.3.3 Qualification Step

Progression to the Qualification step ( step 4) is contingent on:

- i. passage through the automatic steps in accordance with cl.9.3.1 and
- ii. the achievement of the required qualification(s) as defined in clause 9.3.4
- iii. Qualifications achieved in accordance with clause 9.3.4 must be current and not expired, at the date of progression to the qualification step.
- iv. the date for achieving a qualification for the purposes of this clause will be the date on which confirmation is provided that all courses/assessments as specified in clause 9.3.4 have been successfully completed.

9.3.4 In order to progress to the qualification step in accordance with clause 9.3.3, the following qualifications must be successfully attained:

| <b>NZQA Unit Standard Description</b>                             | <b>Unit standard/code (if applicable)</b> |
|---|---|
| <b>Knowledge of Techniques for Moving Equipment</b>               | 23452                                     |
| <b>Identify the appropriate response to the death of a person</b> | 26979                                     |
| <b>Identify the impact of culture on support</b>                  | 28529                                     |

9.3.5 The employer should take all reasonably practicable steps to ensure that an employee is able to attain the agreed qualification. All reasonable steps shall include the employer paying for the cost of the qualifications

## **10.0 OVERTIME**

10.1 Overtime hours are paid at one and one half (1.5) times the ordinary hourly rate for the first three hours and double time the ordinary rate (T2) for all hours after this.

10.2 Overtime is time worked in excess of eight hours per day or the rostered duties in any day whichever is greater.

Note: Time worked for the purposes of this clause does not include periods of on call, call back or intervening periods as provided for in clause 7.3.3

## **11.0 PENAL RATES**

11.1 The following penal rates in addition to the ordinary rate shall apply to hours worked:

(i) Night shift rate - 25% (T0.25)

The night rate applies to ordinary hours of work (other than overtime) that fall between 8.00pm and 6.00am from midnight Sunday/Monday to midnight Friday/Saturday.

(ii) Weekend rate – 50% (T0.50)

The weekend rate applies to ordinary hours of work worked after midnight Friday/Saturday until midnight Sunday/ Monday.

(iii) Public holiday rate -100% (T1)

The public holiday rate applies to all hours of work worked on a public holiday.

- 11.2 Overtime and penal rates shall not be paid in respect to the same hours. The higher rate will apply.

## **12.0 CALL BACKS**

- 12.1 A call back is overtime and paid at the applicable overtime rate. An employee shall be paid for a minimum of three hours, or for actual working and travelling time, whichever is the greater, when the employee:

- (i) Is called into work from the on-call roster.

## **13.0 ALLOWANCES**

- 13.1 **Meal Allowance** — where an employee who works a full 8 hour duty or the rostered duty whichever is the greatest and who is required to work more than one hour beyond the end of the duty (excluding any break for a meal) the employer shall either provide a meal or pay the employee a meal allowance of \$10.00.

- 13.2 **On Call** - 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.

- (i) An employee instructed to be on call during normal off duty hours shall be paid an on-call allowance of \$4.04 per hour except on public holidays when the rate shall be \$6.06 per hour.
- (ii) The on call allowance is payable for all hours the employee is rostered on call including time covering an actual call out.
- (iii) 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.
- (iv) 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.

## **14.0 USE OF VEHICLES**

- 14.1 Company vehicle use must comply with the employer's policy on fleet vehicle usage.
- 14.2 The employer may agree to overnight garaging of fleet cars away from Health New Zealand campuses to meet roster requirements and must be by prior arrangement. Retrospective agreement to vehicle practice will not apply.
- 14.3 Speeding and/or dangerous driving offenses in a Health New Zealand vehicle may lead to commencement of an investigation in accordance with the employer's policies. Health New Zealand will not accept liability for the payment of any fines and are the responsibility of each individual employee/driver.

## **15.0 UNIFORMS**

- 15.1 Drivers will be issued with tops (for summer and winter) so that they can be identified as Health New Zealand employees when undertaking driving duties.
- 15.2 Employee presentation must comply with the employer's policies relating to Uniform & Professional Presentation.
- 15.3 Employees must maintain a professional standard of dress during working hours. Clothing will be appropriate to the work situation.

## **16.0 REIMBURSEMENTS**

### **16.1 Travelling Expenses and Incidentals**

- (a) When travelling on employer business, the employee will be reimbursed for costs on an actual and reasonable basis on presentation of receipts.
  - (b) Employees who are instructed to use their motor vehicles on employer business shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time.
- 16.2 General: In circumstances not addressed by this clause, any expenses incurred on behalf of the employer shall be reimbursed in accordance with individual employer's policies.

## 17.0 PUBLIC HOLIDAYS

17.1 The following days shall be observed as public holidays:

New Year's Day  
2 January  
Waitangi Day  
Good Friday  
Easter Monday  
ANZAC Day  
Sovereign's Birthday  
Matariki  
Labour Day  
Christmas Day  
Boxing Day  
Anniversary Day (as observed in the locality concerned)

17.2 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, or works overtime. 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 18.5 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) and 45 A(1)(b) 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, or did not work overtime.

- 17.3 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.
- 17.4 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 12.1 (iii) and they shall be granted an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.
- 17.5 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, or working overtime) 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 18.4 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.
- 17.6 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, or working overtime) 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 18.4 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.
- 17.7 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.
- 17.8 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.
- 17.9 Off duty day upon which the employee does not work:
- Fulltime employees:
- (a) Where a public holiday falls on a rostered day off, and the employee does not work, they shall be granted an alternative holiday.



- (b) Where a public holiday falls on a weekend day, which is the employees day off, and the employee does not work, and the public holiday transfers under the Holidays Act to a Monday or Tuesday, which is also the employees day off, and the employee does not work, they shall be granted an alternative holiday. They shall be granted one alternative day only in respect of a public holiday.
- (c) Alternative holidays granted under this sub-clause are paid at T1 rate only.

Part-time employees:

- (a) 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.
- (b) 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.

17.10 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."

## **18.0 ANNUAL LEAVE**

- 18.1 Employees other than casuals, shall be entitled to 4 weeks annual leave paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause, except that on completion of 5 years recognised current continuous service, the employee shall be entitled to 5 weeks annual leave. For the purposes of this clause “current continuous service” shall be either any continuous service with any District, DHB or its predecessors, which has not been broken by an absence of more than three months. However, where the employee remains engaged on related work or study whilst absent, the period of three months shall extend to twelve months.
- 18.2 The term “leave year” means the year ending with the anniversary date of the employee’s appointment.
- 18.3 The employee will give at least 14 days notice of intention to take annual leave and the employer may permit an employee to take annual leave in one or more periods. Except for leave applications covering any dates in the period 15 December to 15 January inclusive the employer will respond to the employee notice with a decision (approved/declined) within 7 days of it being submitted.
- 18.4 The employer may permit all or part of the annual leave accruing in respect of a leave year to be postponed to the next following year but the annual leave entitlement at any one time shall not exceed the total of annual leave accruing in respect of two leave years.
- 18.5 Providing that where an employee is on continuous leave without pay due to illness or accident the employee will be permitted to take or accumulate leave for up to two years. After this an employee will not qualify for any further period of leave until duty is resumed.
- 18.6 When an employee ceases duty, salary shall be paid for accrued annual leave and the last day of service shall be the last day of duty.
- 18.7 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 23 of this Agreement
- 18.8 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, paid at the appropriate pro-rata rate for part-time employees, 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 that involves at least 2 hours work performed outside the hours of 8.00am – 5.00pm, excluding overtime.

| <b>Number of qualifying shifts per annum</b> | <b>Number of days additional leave per annum</b> |
|--|--|
| 120 or more                                  | 5 days   |
| 96 – 120                                     | 4 days   |
| 71 – 95                                      | 3 days   |
| 46 – 70                                      | 2 days   |
| 20 – 45                                      | 1 days   |

Note: The entitlement cannot exceed a maximum of 5 days in any leave year.

#### 18.9 Conditions

- i) Part time employees shall be entitled to annual leave on a pro rata basis except that the number of shift leave days shall not be pro-rated.
- ii) 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.
- iii) An employer may allow an employee to take an agreed portion of the employee's annual holiday entitlement in advance.
- iv) Annual leave is to be taken within 12 months of entitlement becoming due; In special circumstances the employer may allow an employee to accrue annual leave to a maximum of two years entitlement.

18.10 Casual employees shall be paid 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement. No other parts of this clause apply to casual staff.

#### 19.0 LONG SERVICE LEAVE

19.1 Employees shall be entitled to long service leave of one week upon completion of each five-year period of recognised service.

19.2 Long Service Leave will be paid for each week of leave on the same basis as annual leave. This will be based on the employees FTE status at the time of taking the leave. Long service leave is to be taken in a consecutive block of five days before the next five day long service leave entitlement is reached.

## 20.0 SICK LEAVE

- 20.1 On appointment a full time employee shall be entitled to ten (10) working days paid sick leave for the first 12 months of employment. For each subsequent 12 months he/she shall be entitled to a further ten working days.. In accordance with the Holidays Act the first five days sick leave in each year shall be paid at relevant daily pay.
- 20.2 Employees can accumulate their entitlement up to a maximum accumulation of 120 working days.
- 20.3 Service for the purposes of this clause shall mean “current continuous service” except that any employee employed as at 1 July 2007 shall retain their current service date recognised by the employer in respect to sick leave.
- 20.4 The Employer may require a medical certificate for sick leave of three or more consecutive calendar days, whether or not the days would otherwise have been working days for the Employee.
- 20.5 An Employee shall notify the Employer prior to the commencement of their shift on any day of absence due to illness.
- 20.6 An employee may take sick leave if
- (i) The employee is sick or injured;
  - (ii) The employee’s spouse is sick or injured;
  - (iii) A person who depends upon the employee for care is sick or injured.
- 20.7 Sick Leave in Relation to Annual Leave
- When sickness occurs during annual leave the employer shall permit the period of sickness to be debited against sick leave entitlement, except where the sickness occurs during leave following relinquishment of offices, provided;
- (i) The employee produces a medical certificate, showing the nature and duration of the illness.
- 20.8 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 recognizes that discretionary sick and domestic leave is to ensure the provision of reasonable support to staff that have to be absent from work where their entitlement is exhausted.
- i) The first five (5) days of discretionary leave shall be approved on the same basis as leave under clause 21.1.

- ii) In considering the next five (5) days of 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 to compensation in accordance with Clauses 32.1 or 32.2

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.

20.9 Casual Employees - Employees who work no less than at least an average of 10 hours per week over a 6 month period and no less than one (1) hour in every week during that period or no less than 40 hours in every month in that period shall be entitled to sick leave as provided for in clauses 20.1.

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

- (i) Place the employee on suitable alternative duties; or
- (ii) Direct the employee to take leave on payment at base rates (T1 only) for not more than eight days in any one year, in addition to the normal entitlement to sick leave.

## **21.0 BEREAVEMENT LEAVE**

21.1 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.

21.2 If a 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 22.1 above. This provision will not apply if the employee is on leave without pay.

21.3 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.

21.4 The employer agrees that on application, it may be appropriate, to grant leave without pay in order to accommodate various special bereavement needs not recognised in clause 22.1 above.

## **22.0 PARENTAL LEAVE**

22.1 Statement of principle - The parties acknowledges the following provisions are to protect the rights of employees during pregnancy and on their return to employment following parental leave.

22.2 Entitlement and eligibility - provided that the employee assumes or intends to assume the primary care of the child born to or adopted by them or their partner, the entitlement to parental leave is:

- (i) In respect of every child born to them or their partner.
  - (ii) In respect of every child up to and including five years of age, adopted by them or their partner.
  - (iii) Where two or more children are born or adopted at the same time, for the purposes of these provisions the employee's entitlement shall be the same as if only one child had been born or adopted.
- 22.3
- (i) Parental leave of up to 12 months is to be granted to employees with at least one-year's service at the time of commencing leave.
  - (ii) 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.
  - (iii) 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.
- 22.4 In cases of adoption of children of less than five years of age, parental leave shall be granted in terms of 23.2 and 23.3 above, providing the intention to adopt is notified to the employer immediately following advice from the appropriate services to the adoptive applicants that they are considered suitable adoptive parents. Subsequent evidence of an

approved adoption placement shall be provided to the employer's satisfaction.

22.5 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 in the case of adoption.

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

22.7 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.

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

22.9 Job Protection

22.9.1 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.

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

22.9.3 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.

22.9.4 The employer must, as a first preference, hold the employee's position open or fill it temporarily until the employee's return from parental leave. In the event that the employee's position is a "key position" (as defined in

the Paid Parental Leave and Employment Protection Amendment Act 2002), the employer may fill the position on a permanent basis.

22.9.5 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 23.8 (a) above) is not available, the employer may approve one of the following options:

- (i) an extension of leave for up to a further 12 months until the employees 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 leave as in above for up to 12 months; or
- (iii) the appointment of the employee to a different position in the same location. If this is not acceptable to the employee the employee shall continue on extended leave as above, for up to 12 months provided that, if a different position is accepted and within the period of extended leave in terms of 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 leave expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 40.3 of this agreement.

22.9.6 If the employee declines the offer of appointment to the same or similar position, leave shall cease.

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

22.9.8 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.

22.10 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.

- 22.11 Paid Parental Leave – Where an employee takes parental leave under this clause, meets the eligibility criteria in 22.2 (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.

The payment 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.

The payment shall be made only 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 22.3(ii) 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.

## **23.0 JURY SERVICE/WITNESS LEAVE**

- 23.1 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.
- 23.2 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).
- 23.3 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.
- 23.4 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.

- 23.5 Where an employee is required to be a witness in a matter arising out of his/her employment, he/she shall be granted paid leave at the salary rate consistent with their normal rostered duties. The employee is to pay any fee received to the Employer but may retain expenses.

## **24.0 FAMILY VIOLENCE LEAVE**

- 24.1 The employer is committed to supporting staff who experience family violence, and staff seeking to address their issues with violence as and when occurrence of the violence is raised with the employer.

In accordance with the Employment Relations Act 2000, the Holidays Act 2003 and the Human Rights Act 1993, employees affected by family violence are entitled to:

- Take up to 10 days paid family violence leave after six months of current continuous employment;
- Request flexible working arrangements; and
- Be free from discrimination in the workplace on the basis that they have experienced family violence

To further support the employee the employer will provide access to counselling via the local EAP programme

In addition, any staff member experiencing family violence should talk to their manager or Human Resources Department regarding the support available under the district's Family Violence (or equivalent) policy

## **25.0 POLICIES AND PROCEDURES**

- 25.1 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.
- 25.2 The union will be consulted regarding any addition/amendments to those policies and procedures where such additions/amendments have a material effect on employees' conditions of employment.
- 25.3 Leave without Pay - All employees may apply for leave without pay, providing that such leave is mutually agreed between the employer and the employee, and is in accordance with the employer's policy on leave without pay.
- 25.4 Insurance protection for employees travelling on work related business is provided in accordance with the employer's insurance policy.

## 26.0 RETIRING GRATUITIES

- 26.1 The employer may pay a retiring gratuity to employees retiring who have had not less than ten years' service with the Northland/Te Tai Tokerau District (formerly Northland DHB). Service for this clause is deemed to start on 1 August 2019 or start date whichever is the latter.
- 26.2 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 collective agreement has been made or who is in a de facto relationship.

### 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 |

## 27.0 EMPLOYMENT RELATIONS EDUCATION LEAVE

- 27.1 The Employer shall grant leave on pay for employees party to this Collective Agreement to attend courses authorised by the union to facilitate the employee's education and training as employee representatives in the workplace.
- 27.2 The numbers of days education leave granted is based on the following formula:

| Number of FTE employees | Number of days per annum  |
|-------------------------|---|
| 1-5                     | 3   |
| 6-50                    | 5   |
| 51 - 280                | 1 day for every 8 FTE or part of that number                                  |
| 281 or more             | 35 days plus 5 days for every 100 FTE or part of that number that exceeds 280 |

**Note** - FTE means Full time Equivalent Eligible Employees

- 27.3 For the purposes of 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
- 27.4 The union shall send a copy of the programme for the course and the name of employees attending at least 20 consecutive days prior to the course commencing.
- 27.5 The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.
- 27.6 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.

## 28.0 RIGHT OF ENTRY

- 28.1 The authorised union representative shall be entitled at all reasonable times to be upon the employers premises for purposes related to the employment of its members and/or the union's business, in accordance with Sections 19 and 20 of the Employment Relations Act 2000.

## **29.0 UNION MEETINGS**

- 29.1 Union members shall be entitled to up to a total of 4 hours leave per calendar year on ordinary pay to attend meetings authorised by the union providing the following conditions are fulfilled.
- 29.2 The union shall give the employer at least 14 days' notice of the date and time of any union meeting to which clause 26.1 is to apply.
- 29.3 The union shall make such arrangements with the employer as may be necessary to ensure that the employer can maintain their business 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.
- 29.4 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.
- 29.5 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 (26.1 - 26.5) are inclusive of any entitlements provided by the Employment Relations Act 2000.*

## **30.0 UNION DELEGATE WORKPLACE REPRESENTATIVES**

- 30.1 The employer accepts that employee job delegates are the recognised channel of communication between the union and the employer in the workplace.
- (i) Accordingly paid time off (at ordinary time rates T1) 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.
- (ii) 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.

- (iii) Where recognised workplace activities are required outside working hours, delegates may at the employers sole discretion be paid at ordinary rates or granted time in lieu on a time for time basis. The Employer may agree to the release on unpaid leave of a delegate who is seconded to work for the Union for an agreed period of time.
  - (iv) Delegates shall, on request, be supplied by the Employer with a notice board or part thereof in the workplace that is reserved for the display of union notices and information.
- 30.2 “Local BAG” - The employer supports delegate’s attendance at local BAG meetings providing service requirements can be met. The union will advise the employer annually the name of the delegates who wish to attend Local BAG meetings and update replacements as they occur. The employer will be supportive in releasing these delegates.

### **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 Employee Participation Agreement in Northland/Te Tai Tokerau District..
- 31.2 It shall be the responsibility of the employer to ensure that the workplace meets required standards and that adequate and sufficient safety equipment is provided.
- 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 delegates require adequate training, paid time and facilities.
- 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.

- 31.8 No employer shall require any employee to lift, carry or move unaided any load so heavy that its lifting, carriage or movement would be likely to injure the employee.
- 31.9 All electrical equipment and their leads shall be checked by a registered electrician at intervals not exceeding six months.
- 31.10 Employees shall be instructed in fire safety procedures. Employees may also be instructed in fire-fighting methods and in the use of fire-fighting appliances and the location of fire escapes.
- 31.11 The employer shall ensure that no employee shall be required to undertake any work without proper instruction as to the dangers likely to arise in connection with that work and appropriate training as to the precautions to be taken to avoid those dangers. An employee's knowledge and experience may be taken into account in determining the nature of the training given.

## **32.0 ACCIDENTS**

- 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 required), the employer is to provide or arrange for the necessary transport, pay all reasonable expenses for meals and lodging incurred by or on behalf of the employee during the period she/he is transported, and claim reimbursement from ACC.
- 32.2 Where an employee is incapacitated as a result of a work accident, and that employee is on earnings related compensation, the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation and this is debited against the employee sick leave where the employee agrees to and maintains where practicable a rehabilitation plan. 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.
- 32.3 For non-work-related accidents, where the employee agrees to and maintains where practicable a rehabilitation plan and requests, the employer shall supplement the employee's compensation by 20% of base salary and debited against the employee's Sick Leave.

### **33.0 LEAVE TO ATTEND MEETINGS**

- 33.1 The Employer shall grant paid leave (at ordinary rates T1) to Employees required to attend formal meetings of any statutory registration body that the employee is required to be certified by in order to undertake their contracted duties; except where the matter arises out of employment with another employer.
- 33.2 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.
- 33.3 Any remuneration received by the Employee for the period that paid leave was granted shall be paid to the Employer.

### **34.0 PAYMENT OF WAGES**

- 34.1 Employees will be paid fortnightly or weekly in arrears by direct credit. Where errors have occurred as a result of employer action or inaction, corrective payment must be made within one working day of the error being brought to the employer's attention.
- 34.2 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.
- 34.3 Any monies agreed, as being owed by the employee to the employer upon termination will be deducted from the employee's final pay. This includes any outstanding traffic fines
- 34.4 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.
- 34.5 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.
- 34.6 The employer shall use its best endeavours to direct credit payment of wages into the employee's bank account one clear day prior to a public holiday.



## **35.0 TERMINATION OF EMPLOYMENT**

- 35.1 Either the Employer or Employee 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.
- 35.2 This shall not prevent the employer from summarily dismissing any employee without notice for serious misconduct or other good cause in accordance with the employer's disciplinary procedures and/or rules of conduct.
- 35.3 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 reasonable efforts to contact the employee during the three days period of un-notified absence.

## **36.0 DEDUCTION OF UNION FEES**

- 36.1 The employer will deduct union fees from the wages of union members when authorised in writing by members and shall remit such monies to the union at agreed intervals that shall be no greater than monthly. The monies will be paid by direct credit to the union's bank account, with an identifying reference. The employer shall simultaneously forward to the union via e-mail where possible or by post a schedule detailing the name of the employee, value of deductions, and where possible site and details of the period covered by the remittance.

## **37.0 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.

- 37.1 Reappointment after Absence due to Childcare
- a) Employees who resign to care for a dependant pre-school child or children may apply to their former employer for preferential re-appointment.

- b) 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.
- c) 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.
- d) Absence for childcare reasons will interrupt service but not break it.
- e) 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.
- f) Employees do not have a right of review against their non-appointment.

37.2 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 new born infants.

### **38.0 INDEMNITY**

- 38.1 The employer undertakes to indemnify employees against actions taken against them by persons suffering damage as a result of acts or omissions of the employee while acting in the course of his or her employment.
- 38.2 The indemnity shall not apply to any employee acting outside the course of his or her employment and will not extend to dishonest, fraudulent, negligent, malicious or criminal acts.
- 38.3 The employer may impose reasonable conditions on its consent to cover legal costs and expenses.

### **39.0 HARASSMENT PREVENTION**

- 39.1 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 39 Resolution of Employment Relationship Problems. Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence, and other forms of intimidating behaviour.

- 39.2 Sexual harassment is verbal or physical behaviour of a sexual nature, which is unwelcome to the receiver and is embarrassing or intrusive. It affects morale, work effectiveness and the right to enjoy a good working environment. Some types of behaviour constituting sexual harassment are listed below:
- (a) Type of behaviour:
    - (i) sex-orientated jibes or abuse;
    - (ii) offensive gestures or comments;
    - (iii) unwanted and deliberate physical contact;
    - (iv) requests for sexual intercourse, including implied or overt promises for preferential treatment or threats concerning present or future employment status.
  - (b) Where it may occur:
    - (i) among co-workers;
    - (ii) where a supervisor uses position and authority to take sexual advantage of another employee or to control or affect the career, salary or job of that employee;
    - (iii) in dealing with members of the public.
  - (c) Responsibilities for supervisors and complainants when dealing with sexual harassment:
    - (i) It is the responsibility of the employer to maintain a work environment free of unwelcome behaviour and to provide a mechanism for reporting sexual harassment, ensuring a fair investigation and avoiding reprisals against the complainant;
    - (ii) Care is to be taken during the investigation of any complaint of sexual harassment and afterwards to prevent any disadvantage to the complainant and care must also be taken to protect the position of other parties if the complaint is found to be unwarranted.
    - (iii) The employer relies on supervisors at all levels to facilitate and encourage proper standards of personal and ethical conduct in the workplace.
- 39.3 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.
- 39.4 Guidelines for Supervisors and Guidelines for Complainants are available from the Human Resources Department.
- 39.5 Racial Harassment - an employee is racially harassed if the employee's employer or a representative of the employer uses language (whether

written or spoken), or visual material, or physical behaviour that directly, or indirectly:

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

## **40.0 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:

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

A "personal grievance" means a claim that an employee:

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

If the employment relationship problem is a personal grievance, the employee must raise the grievance with the employer within a period of 90

days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, whichever is the latter. Except that in respect of a personal grievance related to alleged sexual harassment, this period can be up to one year.”

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.

## **41.0 COOPERATION, CONSULTATION, MANAGEMENT OF CHANGE AND EMPLOYEE PROTECTION PROVISIONS**

### **41.1 Management of Change**

41.1.1 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.

41.1.2 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:

- (i) improved decision making;
- (ii) greater cooperation between employer and employees; and
- (iii) a more harmonious, effective, efficient, safe and productive workplace.

41.1.3 Therefore, the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters.

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

41.1.5 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 union to allow them to participate in the consultative process so as to allow substantive input.

41.1.6 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.

41.1.7 Prior approval of such meetings shall be obtained from the employer and such approval shall not be unreasonably withheld.

41.1.8 The parties agree that meetings will occur regularly between management and union delegates. These meetings will enable effective operational and strategic communication and resolution of issues. Each employer shall establish and/or continue the relevant arrangements in existence at the commencement of this Agreement.

## 41.2 **Consultation**

41.2.1 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.

41.2.2 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.

41.2.3 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.

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

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

41.2.6 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.

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

- (a) The initiative being consulted about should be presented by the employer as a “proposal” or “proposed intention or plan” which has not yet been finalised.

- (b) Sufficient information must be provided by the employer to enable the party/parties consulted to develop an informed response.
- (c) Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.
- (d) Genuine consideration must be given by the employer to the matters raised in the response.
- (e) The final decision shall be the responsibility of the employer. The above process shall be completed prior to the implementation of clause 39.3.

### 41.3 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 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 the present position), then the options in sub clause 40.3.4 below shall be invoked on a case by case basis in accordance with this clause.

41.3.1 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.

41.3.2 Notification of a staffing surplus shall be advised to the affected employees and the 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).

41.3.3 The following information shall be made available to the Union 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, wage rate and commencement date of the affected employees
- (e) availability of alternative positions with the employer.

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

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

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

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in sub clause 39.3.11 will be applied as a package.



- 41.3.5 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.
- 41.3.6 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.
- 41.3.7 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.
- 41.3.8 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.
- 41.3.9 Retraining:
- (a) Where a skill shortage is identified, the employer may offer a surplus employee refraining 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 refraining to some

employees identified as surplus. The employer needs to make decisions on the basis of cost, the availability of appropriate training schemes and the suitability of individuals for retraining.

- (b) If an employee is redeployed to a position which is similar to his or her previous one, any retraining may be minimal, taking the form of “on the job” training such as induction or in service education. Where an employee is deployed to a new occupation or a dissimilar position the employer should consider such forms of retraining as in-service education, block courses or night courses at a technical institute, nursing bridging programmes, etc.

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

- (a) “Service” for the purposes of this sub clause means total aggregated service with the employer
- (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 19 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) outstanding annual leave and long service leave may be separately cashed up.
- (g) 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.
- (h) Nothing in this agreement shall require the employer to pay compensation for redundancy where as a result of restructuring, and following consultation, the employee’s position is disestablished

and the employee declines an offer of employment that is on terms that are:

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

#### **41.4 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.

#### **41.5 Counselling**

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

### **42.0 EMPLOYMENT PROTECTION PROVISION**

42.1 The Employer will comply with sub part 1 and sub part 2 of Part 6A "Continuity of employment if employees' work affected by restructuring" of the Employment Relations Act 2000. The Employer will also comply with its obligations under clauses 19-21 of the Code of Good Faith for the Public Health Sector (Schedule 1 B of the Employment Relations Act 2000).

### **43.0 PROFESSIONAL DEVELOPMENT**

43.1 The employer at their sole discretion may grant an employee professional education leave on ordinary time. The leave is to enable an employee to gain professional qualifications and/or training relevant to the employer's operational needs and to the employees' position.

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

43.3 Where the employer requires an employee to attend training courses in order to meet organisational and service requirements the employee shall be paid at ordinary time (T1) and the employer shall meet any costs associated with the training.

- 43.4 Any claims for expenses associated with training must be approved in advance.
- 43.5 Employees engaged in training for ITO qualifications may be provided with support to achieve their training outcomes. This may include time for individuals and groups to work with their trainer during work time and/or additional literacy or English language assistance and/or access to subject matter experts within the Northland/Te Tai Tokerau with the quantum of release time at the discretion of the employer.

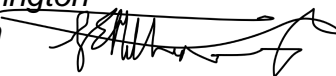
#### **44.0 SUSPENSION**

Where the employer is investigating or intends to investigate alleged potential serious misconduct by an Employee it may suspend the Employee on full pay, subject to the following:


- (a) Prior to making a decision to action a suspension, the employer must have discussed the proposal of suspension with the Employee and considered the Employee's views on this. If practical, the discussion should take place at a face to face meeting with the opportunity for the employee's representative to participate. If this is not practical in the first instance, a meeting will be subsequently arranged at a convenient time to review the suspension decision with the employee and the representative.
- (b) Suspension should only be considered in situations where it is inappropriate for the employee to remain in the workplace due to the nature of the allegation and/or where other relevant information exists. For example, situations where the employer believes there is a possible issue of safety in the workplace, a need to de-escalate a situation or to prevent the employer's investigation from being impeded.
- (c) Suspension is not an indication that the employer considers the Employee guilty of the allegation.
- (d) The parties note that the suspension should not be used to impede a fair investigation process (e.g. an employee being unable to have access to evidence/information in his/her own defence).

## Signatures

### **AUTHORISED representative of the EMPLOYEE PARTY:**

|   |                          |
|---|--------------------------|
|   |                          |
| <i>Garry Hetherington</i><br><i>FIRST Union</i><br><i>Organiser</i>  | <i>Date</i><br>9/10/2024 |

### **AUTHORISED representative of the EMPLOYER PARTY:**

|   |             |
|---|-------------|
|                  | 4/10/2024   |
| <i>Fepulea'i Margie Apa</i><br><i>Chief Executive</i><br><i>Health New Zealand   Te Whatu Ora</i> | <i>Date</i> |