

Health New Zealand
Te Whatu Ora

AND



**HOME AND COMMUNITY SUPPORT WORKERS
(TE TAI O POUTINI WEST COAST DISTRICT)**

Effective: 1 August 2023

Expires: 31 July 2025

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HOME AND COMMUNITY SUPPORT WORKERS COLLECTIVE EMPLOYMENT AGREEMENT

PREFACE:

TE TIRITI O WAITANGI

- a) The District and the PSA acknowledge the importance of Te Tiriti o Waitangi as the constitutional basis of the relationship between Māori and the Crown, and the unique status of Māori as tangata whenua of Aotearoa/New Zealand.
- b) The District and the PSA are committed to implementing Te Tiriti o Waitangi between Māori and the Crown and will promote and enable an understanding of the principles and their implementation in the workplace.
- c) The parties' obligations include:
 - i. developing a good understanding of the needs and aspirations of whānau, hapū, iwi and Māori communities, including through building awareness of the aims of He Korowai Oranga - the Māori Health Strategy and the Māori Health Action Plan.
 - ii. developing the capability (skills, knowledge, and behaviour) required to engage meaningfully with Māori.
 - iii. developing, in a supportive environment, knowledge of Te Tiriti o Waitangi and Te Ao Māori and how this applies in the context of the work we do and the communities we serve.
 - iv. enabling all employees to gain an understanding of the responsibilities and obligations of Te Tiriti o Waitangi and be able to demonstrate this in our workplace.
 - v. encouraging the development in, and the promotion of, Te Reo Māori.
- d) The District and PSA members acknowledge their respective responsibilities and commitments to the clauses above.

FOREWORD AND STATEMENT

Your work at Health New Zealand - Te Whatu Ora (West Coast District). Home and Community Support Services helps to make a real difference in people's lives throughout Te Tai O Poutini, the West Coast. By becoming a PSA member and helping to achieve this collective agreement, as well as strengthening our public and community services, you are making a positive difference in your own life as well.

As a PSA member, you are joining with over 95000 + others to create a better working life.

As Aotearoa/New Zealand's largest union, we have a strong voice when talking with government and Employers about the importance of fair pay, good working conditions and the need for ongoing training to develop our skills.

Our plan is to transform our workplace to make them fair and secure, healthy, to meet the personalised needs of workers, and offer real career development and treat workers with trust to enable effective work.

There is still a long way to go. The system of funding for your sector makes it harder and harder for you to be treated fairly and given the resources you need to do your job well. We are working with Employers, Government, the Ministry of Health and ACC to try to find real, long-term solutions.

We have already made some steps - winning paid time for travel between clients and creating a path towards career development, guaranteed hours and more secure work for support workers.

For further progress, we need your help. We need more of your workmates to become PSA members, and to get active in our union. The bigger and more involved we are, the stronger we can be together.

Not yet a PSA member? It is easy to join - just call 0508 367 772 for free, talk to a PSA delegate or PSA organiser, or sign up online at www.psa.org.nz/join.

10 good reasons to join the PSA

1. Better pay and conditions
2. Better protection in times of change
3. Your voice is amplified so you can have your say
4. Have a say in how you do your job
5. We campaign for equal pay
6. Everyone benefits from work-life balance
7. Have an affordable holiday at one of 41 PSA holiday homes
8. Get a range of discounts at lots of different businesses
9. Be in the know
10. You are helping to build a better working life

Kind regards
Melissa Woolley
PSA Assistant Secretary
Community and Public Services

1. PARTIES:

The Parties to this Collective Agreement are:

Health New Zealand - Te Whatu Ora ("the employer"), and
The New Zealand Public Services Association Incorporated Te Pūkenga Here Tikanga Mahi ("the union")

2. COVERAGE

This agreement applies to employees working at West Coast District of the employer in the following occupational classes who are also members of the PSA:

- Care and Support Worker
- **New Employees:** New employees who are employed by Health New Zealand - Te Whatu Ora (West Coast District) and are members of the PSA and whose position is covered by this collective agreement shall be bound by this agreement.

New employees who are not members of the PSA shall be placed on this collective agreement for the first 30 days of their employment, pursuant to Section 62 of the Employment Relations Act 2000. At the conclusion of this 30-day period, the employee may elect to join the PSA and in doing so shall be bound by this collective agreement or remain on an individual employment agreement if they do not join the PSA.

3. TERM OF THE AGREEMENT

This agreement shall take effect from 1 August 2023 – 31 July 2025.

4. DUTIES

To provide and maintain the independence and quality of life of people with physical, intellectual, sensory, psychiatric or age-related support needs.

To enable clients to remain in their own home as long as practical or return to their own home as soon as is practical by providing personal care services that allow a sustainable level of functioning.

The Employees shall during the continuance of their employment:

- Devote themselves exclusively to the discharge of their duties hereunder at all times during normal business hours (Monday - Friday, 08.00 - 17.00) and at such other times as their services may reasonably be required by the Employer.
- The Employees duties more specifically shall be as detailed within their individual position descriptions but subject to amendment, or addition at any time as may be reasonably necessary at the discretion of the Employer after consultation with the Employees, by mutual agreement. Such agreement shall not be unreasonable withheld.

All employees covered by this agreement are required to 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.

Employees will be given a copy of any relevant policies they are required to comply with.

5. DEFINITIONS

Additional Hours: These are hours agreed between an employee and employer in addition and separate to the employee's guaranteed hours. An employee is entitled to refuse any additional hours offered (i.e. there is no obligation to accept this work), and the employee will not be disadvantaged because of any such refusal.

Examples of additional hour requirements could include cover for other workers leave/absenteeism, covering clients who have just come into service while they are allocated and short-term clients (e.g. assessed for six weeks or less home support which are not part of the calculation for guaranteed hours).

Where work is cancelled within 48 hours of the scheduled service the employer will pay the employee for the work scheduled where work cannot be rescheduled or replaced within the support worker's availability and within the applicable pay period.

Care and Support Worker: Means a person whose work for that employer primarily involves providing care and support service

Employee: Any person employed by the employer, for reward, and whose position is covered by this agreement.

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.

Fixed Term employee: An employee employed on a full or part time basis for a specified project or event or used to replace an employee who has taken leave. A fixed term employee shall be employed for a fixed term relating to either time or completion of the work task and shall have guaranteed hours during this project, event or leave period. There is no expectation of ongoing employment at the end of the fixed term.

Full Time Employee: Full time employee means an employee who works not less than the "ordinary" or "normal" hours set out under the "hours of work" clause in this agreement. [FTE = 40 hours]

Part Time Employee: Means an employee other than a casual employee who works less than the ordinary or normal hours prescribed in this agreement.

Permanent Employee: A part-time or full-time employee who works a set number of guaranteed hours per week or fortnight at agreed days and times. A permanent worker is employed for indefinite term and has an ongoing expectation of employment (i.e. is not fixed term or casual as defined in this clause.)

Guaranteed Hours: The base agreed number of hours a support worker is employed for and guaranteed. This will be the minimum number of hours they will be rostered for/work on a weekly/fortnightly basis as agreed and recorded in the personal appointment letter or subsequent variation s61 letter. An employee must be available to work any hours rostered as per clause 7.4 b. Your guaranteed hours are the guaranteed minimum number of hours you will be paid until such time as these are changed/reduced.

Regular Clients: Are clients requiring support on an ongoing basis for a period of six weeks or more.

Fixed Term Employee: An employee who is employed for a finite period of time, or for a specific task or project, or whose employment ends on the occurrence of a specified event, either on a full-time or part-time basis.

6. HOURS OF WORK

6.1 Four hour block

Work is rostered in four-hour blocks/shifts, being 8am-12pm, 12pm-4pm and 4pm-8pm.

A maximum of two (2) four-hour shifts (8 hours) per day may be provided as Guaranteed Hours.

Additional work, including meetings and training may be offered/required on certain days, and where this cannot be scheduled within existing hours, should not exceed 10 working hours.

Where a worker works more than 8 hours they will be paid for three shifts (12 hours) other than where work overruns and will be paid in 30 minute increments.

The employer agrees to offer work to existing support workers who are working less than full time hours on a fair and equitable basis in preference to recruiting inexperienced staff.

The employer is committed to working towards increasing security of hours for support workers. The parties acknowledge that there will always be a need for some flexible part time staff due to the nature of the work.

6.2 Casual Employee

The employer HCSS acknowledges that casual employees may be considered as permanent where, over time, there becomes a mutual expectation of employment continuity. Where this occurs, there will be an agreed process for the employer and employee to discuss future options.

6.3 Ongoing Additional Hours – Process for offering these to existing employees as Guaranteed Hours

6.3.1 Where additional hours become available that are ongoing and can become Guaranteed Hours for employees, the following process will be used for advertising and selecting the most suitable person for them.

6.3.2 Whenever a block of ongoing hours that can be Guaranteed Hours becomes available these will be advertised internally for any current HCBSS employee to apply for. This includes permanent and casual employees.

6.3.3 At any time that an employee is interested in increasing their guaranteed hours they can inform their coordinator by email by letter and will receive an acknowledgement of their request, along with advice that when hours do become available they will be advertised. (Short term additional hours can be offered directly without needing to be advertised e.g. Annual Leave/Sick Leave etc.)

6.3.4 Any employee who wants to be considered for advertised guaranteed hours must apply at the time indicating their availability and qualifications applicable to these hours. This will be done on a form provided by the HCSS manager.

6.3.5 A selection will be made by the Manager on the basis of suitability and skills as well as fit with current rosters. Where an employee has previously had their guaranteed hours reduced or expressed interest in increasing guaranteed hours, this will be a supporting factor towards their selection provided they meet the skills and suitability criteria.

6.4 Support workers employed on guaranteed hours

Where the employer is able to offer support workers guaranteed hours, the following shall apply:

- a) To be eligible for guaranteed hours, employees must have a reliable means of transport (unless otherwise agreed), be available during agreed periods in a fortnight, and be in an area or willing to travel to an area, containing a cluster of clients.
- b) The employer will guarantee the minimum number of hours to be made available to the employee in writing including days and times of work.
- c) Fortnightly rosters will be sent out to each employee 7 days prior to the commencement of the roster. If client hours change from the roster due to situations beyond the employers' control, the employee's coordinator will advise the employee as soon as possible.
- d) The hours will be rostered on up to five of the seven days of the week (unless the employee and employer agree to the employee being rostered over more days), Monday to Sunday. Three days off in every 14 days will be allowed, but employees may be rostered to work more than five days in a row.
- e) The employer will agree and record the hours of availability with the support worker in writing.
- f) Employees working guaranteed hours do not have the right to decline to work with a particular client or in particular locations (within a reasonable distance) without good reason. If an employee refuses an assignment without good reason, guaranteed hours will no longer apply for that employee and the employee will only be paid for the hours worked thereafter
- g) Employees may be offered additional hours over and above the guaranteed number of hours. These additional hours are not guaranteed and are only offered when the employer has the additional work available. An employee may decline the offer of additional hours.
- h) Employees seeking changes to hours or days of work shall approach the employer. Employees shall not negotiate changes of hours or days with clients.
- i) Where an employee's guaranteed hours of work change, and replacement work cannot be found the employer will take all reasonable steps to find replacement work for the employee before they propose a reduction to the employees guaranteed hours. If the employer does propose to reduce the employee's guaranteed hours, they will consult with the employee over a period of one week.

Following consultation, if the employee's guaranteed hours are to be reduced they will be given two weeks-notice before the change happens. The employee will be paid for their agreed guaranteed hours during the consultation and notice period.

7. Safe working practice

The employer will not assign support workers to work which would be unsafe for the support worker. A documented unsafe environment constitutes good reason for refusing to work for a particular client. A support worker who encounters an unsafe environment shall document this through incident forms.

The parties will work together to prevent, reduce, and minimise the risk to employees of harm due to the challenging behaviour of clients. To support these principles, it is essential that any incident of this nature is reported within the expected time frames.

8. Rest breaks and meal breaks.

- a) Entitlement to rest and meal breaks
 - i) If an employee's work period is two hours or more but not more than four hours, the employee is entitled to one 10-minute paid rest break.
 - ii) If an employee's work period is more than four hours but not more than six hours, the employee is entitled to:
 - (i) one 10-minute paid rest break; and
 - (ii) one 30-minute meal break.
 - iii) If an employee's work period is more than six hours but not more than eight hours, the employee is entitled to:
 - (i) two 10-minute paid rest breaks; and
 - (ii) one 30-minute meal break.
 - iv) If an employee's work period is more than eight hours, the employee is entitled to:
 - (i) the same breaks as specified in subsection (iii); and
 - (ii) the breaks as specified in subsections (i) and (ii) as if the employee's work period had started at the end of the eighth hour.
- b) Breaks are to be taken at agreed times or as per the relevant section of the Employment Relations Act.
- c) Due to the nature of support work, maximum flexibility is required to meet rostered client services
- d) An employee unable to be relieved from the workplace for a meal break shall be entitled to have a meal on duty and this period shall be regarded as working time paid at the appropriate rate (the rate payable at that time).

9. REMUNERATION

9.1

Qualification or length of service	1 July 2022	1 Aug 2023	1 Aug 2024
L0 or <3 years' service	\$22.49	\$24.41	\$25.37
L2 or 3+ years' service	\$24.06	\$25.98	\$26.94
L3 or 8+ years' service	\$26.16	\$28.08	\$29.04
12+ years after 1 July 17 (no L4 Qual)	\$27.20	\$29.12	\$30.08
L4 or 12+ years' service	\$28.25	\$30.17	\$31.13

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New Zealand Certificates in Health and Wellbeing (Levels 2-4) issued by NZQA or a qualification (whether from New Zealand or overseas) that is recognised by Career Force has being equivalent to these certificates.

Progression through the pay scale following 1 July 2017 will occur immediately when a worker passes a service step or attains the applicable qualification.

An Acting Up Allowance shall be paid to an employee who, at the request of the employer is substantially performing the duties and carrying out the responsibilities of the Coordinator while they are away from work.

9.2 Wages shall be paid fortnightly by direct credit into the account nominated by the employee.

9.3 **Evening allowance:** Employees working after 5.00pm Monday to Friday will be paid T1.25 for those hours.

9.4 **Weekend Allowance:** Employees working after midnight Friday to midnight Sunday will be paid the weekend allowance of T1.5 for those hours.

9.5 An Acting Up Allowance shall be paid to an employee who, at the request of the employer is substantially performing the duties and carrying out the responsibilities of the Coordinator while they are away from work.

The Acting Up Allowance shall be \$3.00 per hour provided the employee agrees to work the same number of hours as the Coordinator works on a daily basis, while the Coordinator is away from work.

9.6 Admin Time Allowance

The Employee shall be entitled one hour per fortnight in addition to contracted hours to be paid at T1.0. This is in recognition of the time it takes to complete mileage claims and timesheets.

Once the employer moves to an automated system or a system that does not require such lengthy admin time then this allowance will be withdrawn.

9.7 Employees will be paid fortnightly in arrears by direct credit. Where significant errors have occurred as a result of the 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.

10. TRAVEL EXPENSES

Mileage:

Employees shall provide personal transport to travel to and from client's places of residence.

Employees using their own vehicles on the employer's business shall ensure that the vehicle is licensed, and the vehicle shall be insured and registered, and have a current

warrant of fitness. The employer will contribute to the cost of insurance the difference between private and business insurance. Where a worker has an accident within work time the employer will pay the insurance excess.

The following provisions will take effect on 1 March 2024 No support worker will be disadvantaged in this change from the in between travel settlement provisions.

Travel will be paid from the support worker's home at the beginning of the day to the first client, between subsequent clients and from the last client to the support worker's home at the end of the day. Each kilometre travelled will be paid at the current IRD first tier rate. Each minute travelled will be paid at the appropriate support worker hourly rate of pay, including any hourly night allowance, weekend allowance or at the public holiday rate.

Travel time between clients is scheduled into rosters for *all support workers*. Google maps will be used to calculate time and kms, where this is more or less than actual time and distance the workers will raise with the coordinator and it will be corrected.

Split Shifts (any gap in work periods of one hour or more)

Payment for travel time and travel expenses will include travel home and to the client at the start of the next shift where a worker works split shifts.

11. ON-CALL

When an employee is instructed to be on-call during normal off-duty hours, an on-call allowance of \$8.00 per hour except on Public Holidays when the rate shall be \$10.00.

12. CONFIDENTIALITY

- 12.1 Except in the proper performance of their duties during the continuation of employment hereunder, Employees shall not at any time either directly or indirectly utilise or divulge to any person, and shall use his/her best endeavours to prevent the publication or disclosure of, any knowledge or information which he/she may acquire or may have already acquired during the course of his/her employment by the employer concerning the business, affairs, property, or other activities of the employer
- 12.2 No person who is or has been employed by the employer shall disclose to any person any information concerning the condition or medical history of any patient in any institution, other than where specifically authorised. There is also an obligation on all staff not to divulge confidential employer business to persons not entitled to know, and a breach of this obligation will result in disciplinary action being taken.
- 12.3 This requirement continues after the employee ceases working for the employer.
- 12.4 Each employee shall be required to sign a confidentiality disclosure form as a condition of employment.

13. STATUTORY PROVISIONS

- 13.1 This agreement shall include all terms implied by operation of law incorporated by statute or otherwise, passed or substituted.
- 13.2 The provisions of this agreement shall not be less beneficial than any provisions specified in the following statutes:

Equal Pay Act 1972
Holidays Act 2003
Minimum Wage Act 1983
Parental Leave and Employment Protection Act 1987
Wages Protection Act 1983
Health and Safety in Employment Act 1992
Human Rights Act 1993
Privacy Act 1993
Official Information Act 1982
Health and Disability Services Act 1993
Employment Relations Act 2000
Electoral Act 1956

14. PUBLIC HOLIDAYS

- 14.1 The following days shall be observed as public holidays.

New Year's Day, 2nd January, Waitangi Day, ANZAC Day, Good Friday, Easter Monday, Matariki, the Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day and relevant Anniversary Day.

- a) In the case of the Christmas, and New Year holidays:
If the public holiday falls on a Saturday or Sunday and the employee does not normally work on the weekend, the public holiday is transferred to the following Monday and/or Tuesday.

If the public holiday falls on a Saturday or Sunday, and the employee normally works on that day, then the holiday remains at the traditional day.

An employee is not entitled to more than two public holidays over the Christmas or more than two Public holidays over New Year period.

- b) Where a public holiday falls on an otherwise working day, and the employee is not required to work on that day, the employee will be paid for the day at relevant daily pay.
- c) Where an employee is not required to work on a Saturday or Sunday when the public holiday falls, 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.
- d) When an employee works on a Public Holiday, the employee will be paid T2.

- 14.1 If an employee works on a public holiday, the employee shall be entitled to a paid day off in lieu, which shall be taken at such times as may be agreed upon between the Employer and the Employee.

15. ANNUAL LEAVE

15.1 Annual Holidays

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.

On the next leave anniversary date of the employee post 1 October 2011 employees with five or more year's service shall accrue at 5 weeks per annum.

All current employees shall have any board or recreation days that are currently separate to their annual leave entitlement added to their existing entitlement. All such board or recreation days will cease to apply as an entitlement from that date.

Any employee who currently has a superior entitlement shall have that entitlement grand-parented by way of individual letter. There shall be a period of 6 months for individuals and the employer to identify any individual entitlements that are superior.

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.

- 15.2 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.

16. BEREAVEMENT

- 16.1 The employer shall approve 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) or hura kōhatu / unveiling. 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.
- 16.2 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.
- 16.3 This provision will not apply if the employee is on leave without pay.

- 16.4 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.
- 16.5 The employer agrees that on application, it may be appropriate, to grant leave without pay in order to accommodate various special bereavement needs not recognised in clause 15.1 above.

17. SICK LEAVE

- 17.1 On appointment, an employee shall be entitled to 10 working days leave for sick or domestic purposes during the first 12 months of employment, and an additional 10 working days for each subsequent 12-month period. Sick leave can be accumulated 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 years' entitlement. Any other accrued sick leave will be paid at ordinary daily pay.

In applying the provisions of this clause, the parties note:

- their agreed intent to have healthy staff and a healthy workplace
- that staff attending work unwell is to be discouraged and the focus is on patient and staff safety
- that they wish to facilitate a proper recovery and a timely return to work
- that staff can have sick leave and domestic absences calculated on an portion of day basis. Except that an absence of less than 2 hours will not be debited.

17.2 Additional Discretionary Leave

- 17.2.1 In the event an employee has no entitlement left, 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 16.

- 17.2.2 In considering the grant of leave under this clause 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

- 17.2.3 Requests should be considered at the closest possible level of delegation to the employee and 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.

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

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

17.4.1 place the employee on suitable alternative duties, including working from home (where appropriate); or

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

17.5 The provisions of this clause are inclusive of the provisions of the Holidays Act 2003.

17.6 Transport for 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 to a hospital, or to their residence (medical attention away from the residence not being required), the District is to provide or arrange for necessary transport, pay all reasonable expenses for meals and lodging, incurred on or on behalf of, the employee.

17.6.1 Work related assaults

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 shall not be debited against the employee's sick leave. The employer will reimburse the employee for any costs incurred that are part charges for ACC agreed treatment and other associated ACC expenses.

17.6.2 Work related accidents

Where an employee is incapacitated as a result of a work accident, and that employee is on earnings related compensation, then the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation. This payment shall be taken as a charge against Sick Leave up to the extent of the employee's paid sick leave entitlement. 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.

17.6.3 Non-Work-related Accidents

Where the employee requests, the employer shall supplement the employee's compensation by 20% of base salary and this shall be debited against the employee's sick leave up to the extent of the employee's paid sick leave entitlement.

18. PARENTAL LEAVE

18.1 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 PSA in applying for parental leave. Advice on parental leave is also available from Employment New Zealand. Advice on parental leave payments is available from the Inland Revenue Department.

18.2 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.

18.3 Length of Parental Leave

- 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.

18.4 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.

18.5 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.

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

18.7 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.

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

18.9 Job protection

- a) Subject to 17.10 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.

18.10 Job Protection

- 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 17.9 (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 17.10(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 17.10(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 17.10(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 17.10(b)(i) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 23.3 of this contract.

- 18.11 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 17.9(a) above, parental leave shall cease.
- 18.12 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.
- 18.13 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.
- 18.14 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.
- 18.15 Paid Parental Leave – Where an employee takes parental leave under this clause, meets the eligibility criteria in 17.2 (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 17.15.

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

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

Where 17.3(c) applies and both partners are employed by Health New Zealand - Te Whatu Ora, the paid parental leave top up will be made to only one employee, being the employee who has primary care of the child.

19. FAMILY VIOLENCE LEAVE

- 19.1 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.

- 19.2 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.
- 19.3 In addition, any staff member experiencing family violence should talk to their manager or Human Resources Department regarding the support available under Health New Zealand - Te Whatu Ora (West Coast District's) Family Violence (or equivalent) policy.

20. 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. Current continuous service shall be deemed to include prior continuous service with another District. 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 (14.0) 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 19.1 current continuous service shall be recognised from 1 August 2018.

For employees with a previously grand-parented scheme, the following shall apply. The employee shall accrue the entitlement in accordance with clause 19.1 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 19.1 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. LEARNING and DEVELOPMENT

Examples of learning and development opportunities are:

- training providing the opportunity to gain relevant NZQA qualification(s) either through Health New Zealand - Te Whatu Ora (West Coast District) HBSS learning and development team or contracted external training provider. The employer is committed to training and supporting Care and Support workers to gain NZ Certificate in health and wellbeing ,L2,L3,L4 within 2 years.
- workshops focused on specialist skills and knowledge building competence to support people within the community with higher complexity

- optional seminars to build confidence dealing with particular populations within the community.
- safe manual handling, medication competency, infection prevention and control etc.

Where an employee agrees to attend training on a day off or outside normal hours of work they will be paid T1 for the period of the training meeting. Travel mileage will apply.

- 21.1 Competency Training:
Employee's must complete mandatory training courses to maintain their competency every 12 months.

The training courses are, but not limited to:

- CPR
- Infection Prevention and Control
- Medication Management
- Safe Manual Handling

Failure to complete any one of the above courses may result in a reduction in work able to be provided to employees, including guaranteed hours. Where the situation arises, the manager, PSA and the member/employee will meet to work through options.

22. PERFORMANCE REVIEW

(this provision applies to permanent employees only)

- 22.1 The Employer shall on an annual basis be responsible for reviewing, either generally or in respect of any particular matter, the performance of the Employees in carrying out the duties and responsibilities of their position.
- 22.2 The process to be used to review the Employees general performance shall be the Employers standard Performance Review System.

23. TERMINATION

23.1 Notice

- a) The employee shall give two week's notice of termination of employment.
- b) If the Employee fails to give the required notice, then he/she shall forfeit the unexpired portion of the notice period.

23.2 Abandonment of Employment

If unable to be contacted by the employer and absent for more than 2 working days without notification or good cause, an employee shall be deemed to have abandoned and terminated his/her employment.

23.3 Summary Dismissal

Nothing in this agreement shall prevent the employer from summarily dismissing an employee for instances of serious misconduct.

24. PERSONAL GRIEVANCES

A Personal grievance means any Grievance that the employee has against the employee's employer or former employer because of a claim-

- a) that the employee has been unjustifiably dismissed or
- b) that the employees employment or one or more conditions of the employees employment
(Including any condition that survives termination of the employment), is or are or was (during employment that has since been terminated) affected to the employees disadvantage by some unjustifiable action by the employer; or
- c) that the employee has been discriminated against in the employees employment; or
- d) that the employee has been sexually harassed in the employees employment; or
- e) that the employee has been racially harassed in the employees employment; or
- f) that the employee has been subject to duress in the employee's employment in relation to membership or non-membership of a union.

For the purposes of this clause a "representative" in relation to an employer and in relation to an alleged personal grievance, means a person-

- a) who is employed by the employer; and
- b) who either-
 - (i) has authority over the employee alleging the grievance; or
 - (ii) is in a position of authority over other employees in the workplace of the employee alleging the grievance.

Discrimination

An employee is discriminated against in that employees employment if he employees employer or a representative of that employer, by reason of any of the prohibited grounds of discrimination set out in section 21 of the Human Rights Act 1993 or by reason of that employees involvement in the activities of a union.-

- a) refuses or omits to offer or afford to that employee the same terms of employment, conditions of work, fringe benefits, or opportunities for training, promotion, and transfer as are made available for other employees of the same or substantially similar qualifications, experience, or skills employed in the same or substantially similar circumstances; or
- b) dismisses that employee or subjects that employee to any detriment, in circumstances in which other employees employed by that employer on work of that description are not or would not be dismissed or subjected to such detriment; or
- c) retires that employee, or requires or causes that employee to retire or resign.

Sexual Harassment

An employee is sexually harassed in that employees employment if that employees employer or a representative of that employer-

- a) directly or indirectly makes a request of that employee for sexual intercourse, sexual contact or other form of sexual activity that contains-
 - (i) an implied or overt promise of preferential treatment in that employees employment; or
 - (ii) an implied or overt threat of detrimental treatment in that employees employment, or
 - (iii) an implied or overt threat about the present or future employment status of that employee, or
- b) by-
 - (i) the use of language (whether written or spoken) of a sexual nature; or
 - (ii) the use of visual material of a sexual nature; or
 - (iii) physical behaviour of a sexual nature,-directly or indirectly subjects the employee to behaviour that is unwelcome or offensive to that employee (whether or not that is conveyed to the employer or representative) and that, either by its nature or through repetition, has a detrimental effect on that employees employment, job performance, or job satisfaction.

An employee is also sexually harassed in that employees employment (whether by a co-employee or by a client or customer of the employer), if the circumstances described above have occurred.

Racial Harassment

An employee is racially harassed in the employees employment if the employees employer or a representative of that 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 ground of the race, colour, or ethnic or national origins of the employee; and
- b) is hurtful or offensive to the employee (whether or not it is conveyed to the employer or representative); and
- c) has, by its significant nature or through repetition, a detrimental effect on the employee.

Duress

An employee is subject duress in that the employees employment in relation membership or non-membership of a union if that employees employer or a representative of that employer directly-

- a) makes membership of a union or of a particular union a condition to be fulfilled if that employee wishes to retain that employees employment; or
- b) makes non-membership of a union or of a particular union a condition to be fulfilled if that employee wishes to retain that employees employment; or
- c) exerts undue influence on that employee, or offers, or threatens to withhold, or does withhold, any incentive or advantage to or from that employee, or threatens to or does impose any disadvantage on that employee, with intent to induce that employee-
 - (i) to become or remain a member of a union or a particular union; or
 - (ii) to cease to be a member of a union or a particular union; or
 - (iii) not to become a member of a union or a particular union; or

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- (iv) in the case of an employee who is authorised to act on behalf of employees, not to act on their behalf or to cease to act on their behalf; or
- (v) on account of the fact that the employee is, or, as the case may be, is not, a member of a union or of a particular union, to resign from or leave employment; or
- (vi) to participate in the formation of a union, or
- (vii) not to participate in the formation of a union.

Submitting a Personal Grievance

You have 90 days to raise a grievance from the time the event, which caused the grievance, occurred or when you became aware of the event. In some circumstances you may be able to raise a grievance to your employer later than 90 days (or 12 months for sexual harassment).

- (1) every employee who wishes to submit a personal grievance must, subject to subsections 3 and 4 submit the grievance to his or her employer within the period of 90 days (or 12 months for sexual harassment) 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 later, unless the employer consents to the personal grievance being submitted after the expiration of that period.
- (2) For the purpose of sub section 1 a grievance is submitted to an employer as soon as the employee has made the employer aware (or as soon as the employer ought reasonably to be aware) that the employee alleges a personal grievance that the employee wants the employer to address.
- (3) Where the employer does not consent to the personal grievance being submitted after the expiration of the 90 day period (or 12 months for sexual harassment) the employee may apply to the Employment Relations Authority for leave to submit the personal grievance after the expiration of the period.
- (4) On an application under sub section 3 the Employment Relations Authority, after giving the employer an opportunity to be heard, may grant leave accordingly, subject to such conditions (if any) as it thinks fit, if the authority-
 - a) is satisfied the delay in submitting the personal grievance was occasioned by exceptional circumstances and considers it
 - b) just to do so
- (5) in any case where the Employment Relations Authority grants leave under sub section 4 the Authority must direct the employer and employee to use mediation services to seek to mutually resolve the grievance.

25. UNIFORMS

- 25.1 Where the Employer requires an employee to wear a particular uniform, this shall be supplied free of charge but shall remain the property of the Employer.
- 25.2 Suitable protective clothing, including foot/ eye/ hearing protection, 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, this includes gumboots and rainwear. Note that the foot protection above includes the employer's instruction that the employee wear specific shoes for infection control purposes. Where the employer and employee agree, the employee may purchase appropriate protective

clothing/footwear/prescription eyewear and the employer will reimburse actual and reasonable costs.

- 25.3 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.

26. CONSULTATION, CO-OPERATION AND MANAGEMENT OF CHANGE

26.1 Statement of Intent

- 26.1.2 It is recognised that ongoing changes are necessary to ensure the continuing quality of health services. These changes can be unsettling for staff.

- 26.1.3 The employer will consult when introducing change in order to seek solutions that consider the interests of the various groups involved. Information will be shared freely within the organisation and will be communicated in time for affected employees (and the PSA) to be involved in the consultative process.

- 26.1.4 All participants in the process have an equally valuable contribution to make to the process of managing change: A partnership in this process is highly desired.

26.2 Management of Change

- 26.2.1 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.

- 26.2.2 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:

- a) improved decision making
- b) greater cooperation between employer and employees; and
- c) A more harmonious, effective, efficient, safe and productive workplace.

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

- 26.2.4 The employer accepts that employee delegates are a recognized channel of communication between the union and the employer in the workplace.

- 26.2.5 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 PSA to allow them to participate in the consultative process so as to allow substantive input.

- 26.2.6 Reasonable paid time off at ordinary time rates 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.

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

- 26.2.8 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.
- 26.2.9 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.
- 26.2.10 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.
- 26.2.11 Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
- 26.2.12 However, the final decision shall be the responsibility of the employer.
- 26.2.13 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.
- 26.2.14 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 24.4.3.

26.3 Staff Surplus

- 26.3.1 When as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the re-organisation, 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 24.4 below shall be invoked and decided on a case by case basis in accordance with this clause.
- 26.3.2 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 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).

26.3.3 The following information shall be made available to the Union representatives:

- 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 who are union members
- e) availability of alternative positions with the employer.

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

26.4 Options

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

- a) Reconfirmed in position
- b) Attrition
- c) Redeployment
- d) Retraining
- e) Severance

26.4.2 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 24.4.9 will be applied as a package.

26.5 Reconfirmed in position

26.5.1 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.

26.6 Attrition

26.6.1 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.

26.7 Redeployment

26.7.1 Employees may be redeployed to an alternative position for which they are appropriately trained (or training may be provided). Any transfer provisions will be negotiated on an actual and reasonable basis.

26.7.2 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. 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).

- a) 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.
- b) The redeployment may involve employees undertaking some on-the-job training.

26.8 Retraining

26.8.1 Where a skill shortage is identified, the employer may offer a surplus employee retraining to meet that skill shortage with financial assistance up to the maintenance of full salary plus appropriate training expenses. It may not be practical to offer retraining to some employees identified as surplus. The employer needs to make decisions on the basis of cost, the availability of appropriate training schemes and the suitability of individuals for retraining.

26.8.2 If an employee is redeployed to a position which is similar to his/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 bridges programmes, etc.

26.9 Severance

Payment will be made in accordance with the following:

- a) Payment will be made in accordance with the following:
- b) "service" for the purposes of this clause shall be deemed continuous service with the employer or subsequent employer if business is sold.
- c) One month notice or 8.33% of normal/ordinary rate of pay (T1 rate only) for the preceding 12 months, in lieu of notice. This payment is regardless of length of service, and
- d) 12% of basic salary normal/ordinary rate of pay (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months service, and
- e) 4% of basic salary normal/ordinary rate of pay (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
- f) Where the period of total aggregated service is less than 21 years, 0.333% of normal/ordinary rate of pay (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

26.9.2 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

26.10 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.

26.11 Counselling

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

26.12 Change of Ownership

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 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.
- (d) 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 full access to the staff surplus provisions.

26.13 Employee Protection Provisions

The parties acknowledge that Section 69M of the Employment Relations Act requires all collective agreements to contain provisions in relation to the protection of employees where their employer's business is restructured. It is agreed that these provisions exist within the current collective agreement or by virtue of the statutory provisions set out in Sections 19, 20 and 21 of Schedule 1B of the Employment Relations Act.

27. UNION MATTERS

27.1 Union fees

On written application of employees the employer will deduct union fees from wages and will remit them not less frequently than monthly to the union along with a list of names and amounts for whom deductions have been made. Deductions will be made for each period for which the employee is paid including periods of paid leave.

27.2 Right of Entry

- a) The employer shall allow the unions' reasonable access to the employer's premises for recruitment purposes and / or to meet with members. The unions agree to give reasonable notice to the employer of any intended visit where practicable. The parties acknowledge that the right of entry does not extend to dwelling houses in accordance

with the Employment Relations Act and thus the union will not access the employees when in a client's house.

- b) The union will request training schedules and meetings in advance, to enable the unions to access employees at the beginning or end of the training/meeting. Requests shall not unreasonably be declined. The employer will advise employees of when the union will be attending.

27.3 Union meetings

- a) The employer shall allow every employee covered by this collective agreement to attend, on ordinary pay, two meetings (each of a maximum of two hours duration) of their union in each year (being the period beginning on the 1st day of January and ending on the following 31st day of December) this is inclusive of any statutory entitlement.
- b) The union shall give the employer at least 14 day's notice of the date and time of any such meeting.
- c) The union must make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any such union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operations to continue.
- d) Work must resume as soon as practicable after the meeting, but the employer is not obliged to pay any union member for a period of longer than 2 hours in respect of any such union meeting.
- e) Employees shall be allowed to attend union meetings on ordinary pay to the extent that the employee would otherwise be working for the employer during the meeting.
- f) The union must supply to the employer a list of members who attended a union meeting and advise the employer of the duration of the meeting.

27.4 Employment Relations Education Leave (EREL)

- a) The Employer shall grant leave on pay for union members to attend courses authorised by the unions to facilitate union members' education and training and union members and representatives in the work place.
- b) The number of days each year will be determined in accordance with the Employment Relations Act. As at ratification this is 35 days for the first 281 full time equivalent employees covered by this document and a further 5 days for each 100 full time equivalent employees or part of that number this exceeds 280. The unions shall endeavour to advise the employer of the programme, names of employees attending and the dates at least 28 days before the commencement of the course.
- c) The employer will make best endeavours to release staff for the courses, taking into account service needs.

27.5 Union delegates

- a) Union workplace delegates and their role shall be recognised by the employer following written confirmation from the union of their election and they shall be allowed reasonable time as agreed and organised with the manager during working hours to carry out their role.

- b) Absence from the delegate's place of work during normal work time must be prearranged with adequate notice and pre-approved by the delegate's work area supervisor who will ensure that the employer's operation is not unduly disrupted; such approval will not unreasonably be withheld.
- c) The employer shall also reasonably make resources such as meeting rooms and copying facilities available at mutually convenient times.

27.6 All terms and conditions of this agreement apply to all new employees for 30 days. The employer as part of the appointment process shall provide new employees, with PSA forms, an information pack including contact details of the delegate/organiser and access to the SECA (Single Employer Collective Agreement). Opportunity shall be provided for PSA to present to group training/induction sessions (up to 30 minutes).

28. INDEMNITY

The employer agrees to indemnify employees for legal liability for costs and expenses, including legal representation where required, in respect of claims, actions or proceedings brought against the employer and/or employees arising in respect of any

- Negligent act, or
- Error, or
- Omission

Whilst acting in the course of employment Employees will not be covered where such claim, action or proceeding:

- Arises from any wilful or deliberate act or
- Is restricted solely to any disciplinary proceedings being taken by the governing registration body and/or professional association
- Relates to activities undertaken by the employee that are outside the scope of the employment agreement with the employer
- Relates to activities undertaken by the employee that are outside the scope of practice or the employees position and/profession

Provided that any such reasonable costs or expenses are first discussed with the employer before they are incurred. If the employee or the employer identifies a conflict of interest, the employer will provide and pay independent legal representation for both parties.

29. SEVERABILITY

Should any court find that any clause of this agreement is invalid, that clause will be severed from the rest of this agreement, and the rest of the agreement will stand and not be rendered invalid.

30. VARIATION OF AGREEMENT

- 30.1 No modification, variation or waiver of this agreement or any of its terms shall be effective or binding unless recorded in writing and signed by the union and Health New Zealand - Te Whatu Ora.
- 30.2 The provisions of this agreement do not apply in the event of the employee becomes covered by an individual employment agreement.

31. HEALTH and SAFETY

The Employer is concerned for the health and safety of employees and is committed to making our workplace safe. The Employer is committed to complying with and implementing the requirements of the Health and Safety at Work Act 2015 and any amendments. However, success also depends on your personal responsibility.

- The Parties to this agreement are committed to improving Health and Safety in the Workplace by:
- Promoting co-operation between the Employer, Employees and the Union
- Ensuring that all employees are provided with reasonable opportunity to be actively involved in the ongoing management of Health and Safety
- Ensuring that Health and Safety Representatives are elected.
- Encouraging staff to seek support from Health and Safety representatives with respect to issues of health and safety in the workplace as detailed in the Employee Participation Agreement.

To give effect to this intention the employer will ensure that no employee shall be required to undertake any work without proper instruction as to the hazards likely to arise in connection with that work, and for the employee to have access to appropriate training and all known relevant information as to the precautions to be taken to avoid such hazards.

For the avoidance of doubt, within the employer's operations the hazard in the workplace may include challenging behaviour of clients.

32. EMPLOYEE PROTECTION

Health New Zealand - Te Whatu Ora HCSS is committed to the principles of part 6a of the Employment Relations Act, and where roles affected by restructuring fall under the criteria specified in Schedule 1a, the process detailed in part 6a will be followed.

- For employees engaged in protected positions the following process will be followed in the event of the employer's business being restructured as defined in the ERA Act (No2) 2004. The employer will:
- Notify the unions and the employees of the restructuring as soon as practicable, subject to the requirements to protect commercially sensitive information.
- Consult with the union that is party to this Collective Agreement over the implications of any restructuring for affected employees as soon as practicable following any decision to proceed with restructuring.
- Provide the union with relevant information about the general nature of the restructuring and details of how it may impact on affected employees.

- Discuss with the union the notification process and provide a list of union members affected by the restructuring
- Give the union reasonable time to meet with their affected members
- Respond to any union written or verbal submissions
- Endeavour to obtain such employment on the same or substantially similar terms and conditions of employment including recognition of service and service-related entitlements.
- Where an employee will be affected by the restructuring, the employer will advise the employee whether employment opportunities exist with the new employer and, if so, the nature of those opportunities.
- The employer will advise the employees of their right to accept or decline to transfer to the new employer. All affected employees must be given a reasonable opportunity to exercise their right to elect to transfer to the new employer, or not to transfer to the new employer.
- Where an employee chooses to transfer to the new employer, on the same or similar terms and conditions of employment the employee will not be deemed to be redundant for the purposes of clause 27 and the employer will not be required to give notice in accordance with clause 31.
- If there are no employment opportunities with the new employer or if an employee elects not to transfer to the new employer, the employee will be deemed to be redundant (subject to redeployment opportunities) and clause 33 will apply.

33. DATA SHARING

Health New Zealand – Te Whatu Ora (West Coast District) HCSS agrees to provide PSA (upon request) with figures quarterly detailing service hours delivered via GH, Additional or Casual hours.

This Agreement is agreed between the parties and the signatories confirm that they have the authority to sign this Agreement on behalf of the appropriate party.

For: HEALTH NEW ZEALAND - TE WHATU ORA (TE TAI O POUTINI WEST COAST DISTRICT)



..... Margie Apa

Dated on this 20th day of June 2024

For: NEW ZEALAND PUBLIC SERVICE ASSOCIATION INC.



.....
Paul Kearns

Dated on this eighteenth (18th) day of June 2024

APPENDIX 1 - Te Mauri o Rongo

The need for Te Mauri o Rongo | The NZ Health Charter was recognised early in the reforms, and developing the charter is a requirement of the Pae Ora (Healthy Futures) Act 2022. The Charter, developed through extensive consultation with workers and unions, sets clear expectations on how health workers must be treated while at work. It is a statement of the values, principles and behaviours that we want the health workers and organisations to demonstrate.

The full document can be found here:

https://www.tewhatauora.govt.nz/assets/For-the-health-sector/Te-Mauri-o-Rongo-NZ-Health-Charter-/Te-Mauri-o-Rongo-NZ-Health-Charter_final-22-Aug.pdf

APPENDIX 2 – Healthy Workplaces agreement

Healthy Workplaces Agreement

February 2010

The parties to the DHB / CTU Health Unions National Terms of Settlement agree that all employees should have healthy workplaces.

Achieving healthy workplaces requires:

1. Effective care capacity management¹; having the appropriate levels of staff, skill mix, experience, and resourcing to achieve a match between demand and capacity
2. Systems, processes and work practices that ensure efficient scheduling and a credible, consistent and timely response to variance in demand
3. A workplace culture between employees and their managers that reflects an understanding and actively advocates a balance between safe quality care, a safe quality work environment and organisational efficiency.
4. Recognition that everyone can be a leader by using the authority (expertise) vested in their role to participate and constructively engage with others.
5. The development of a learning culture that emphasizes employees at all levels being given the opportunity to extend their knowledge and skills, as identified in their performance development plans where they are in place.
6. Appreciation that good patient outcomes rely on the whole team and that teams need opportunities to work and plan together.
7. Having the right tools, technology, environment and work design to support health and safety and to ensure effective health care delivery. This includes the opportunity to be involved in the decisions about what is needed and when.

The parties agree that these seven elements should be evident in all DHB workplaces and apply to all employees, and agree to work jointly towards the implementation of them by the following:

- ◆ The parties agree to work together to establish a national framework for a whole of system approach to care capacity management which;
 - provides efficient, effective, user friendly processes and structures
 - provides centralized, multi stakeholder governance
 - is used consistently and effectively at all levels to manage and monitor care capacity
 - includes a core data set by which the health of the system is monitored and is used to inform forecasting, demand planning, and budgeting
 - includes consistent, credible, required responses to variance in care capacity
 - recognises the need for local solutions consistent with the principles of healthy workplaces
- ◆ Each party will undertake to promote and model behaviour that demonstrates productive engagement and builds a workplace culture that enables everyone to feel their contribution is valued and respected. Opinions of those performing the work will be sought when new

¹ Care capacity management is the process of ensuring that the demand for service placed on an organisation can be adequately met within a context of quality patient care, a quality work environment for staff, and fiscal and procedural efficiency.

innovations, improvements and changes are required, in a manner consistent with consultation and change management processes referred to below

- ◆ Quality of care and quality of the work environment are agreed priorities that underpin productivity and will be incorporated in all workplace processes and actively sponsored at all levels of the organization
- ◆ Developing and maintaining policies and practices that actively encourage all employees to be confident in leading and making decisions within their levels of expertise and experience.
- ◆ Access for all employees to appropriate professional development and appropriate learning opportunities, including appropriate national qualifications, in order to give them greater opportunities to extend their roles and responsibilities within the public health system.
- ◆ Facilitating appropriate release time to attend relevant professional development and learning opportunities;
- ◆ A wider team approach to planning and evaluation of service capacity and service delivery will be used to ensure the right people with the right skills are providing the right care (role) at the right time in the right place. This will support staff in taking responsibility and accountability for their own services' performance, and using the tools and policies in place to effect improvement
- ◆ Nationally consistent consultation and change management processes to facilitate both input into decision making on issues affecting the workplace and active engagement in the development and /or problem solving of initiatives to address the issues.