

**CANTERBURY DISTRICT HEALTH  
BOARD**

**NELSON MARLBOROUGH  
DISTRICT HEALTH BOARD**

**SOUTHERN DISTRICT HEALTH  
BOARD**

**SOUTH CANTERBURY DISTRICT  
HEALTH BOARD**

**WEST COAST DISTRICT HEALTH  
BOARD**



## **COLLECTIVE EMPLOYMENT AGREEMENT**

# **SOUTH ISLAND ADMINISTRATIVE MECA**

**01 February 2016 – 31 January 2019**

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## **1.0 PARTIES & COVERAGE**

1.1 This agreement is made pursuant to Part 5 of the Employment Relations Act 2000 between;

Canterbury District Health Board ("CDHB")  
Nelson Marlborough District Health Board ("NMDHB")  
South Canterbury District Health Board ("SCDHB")  
Southern District Health Board  
West Coast District Health Board ("WCDHB")

"Southern DHB" is the entity created by the merger of Otago/ Southland DHBs. Any clauses or appendices/schedules referring to specific terms and conditions for either Otago or Southland DHB will transfer to Southern DHB but will recognise the former DHB boundaries that existed prior to the merger and become location specific terms and conditions.

(Hereinafter referred to as the Employer)

And;

The New Zealand Public Service Association  
(Hereinafter referred to as the Union)

1.2 The agreement shall apply to administrative employees who are members of the Union excluding managers, supervisors and team leaders whose responsibilities are the equivalent of a manager; human resource advisers and personal assistants, executive assistants and those occupying similar positions reporting to first tier managers or the chief executive.

## **2.0 DEFINITIONS**

"Casual Employee" means an employee who works as and when required by the Employer and who has no set hours or days of work

"Administrative Assistant" means an employee who performs basic Administrative or filing tasks.

"Administrative" includes an employee substantially employed in roles such as receptionist, telephonist, typist, data entry operator, librarian, administrator and clerk.

"Clinical Coder" is a health information professional whose main responsibilities are to analyse clinical statements from health record documentation for all hospital inpatient events and translate those statements into standard codes using an international classification system. The timely, high quality coded data forms part of the National Minimum Dataset (NMDS) whose information is use for funding, research and health care planning.

"Employer" means the relevant DHB employing the particular employee.

"Employee" means a person employed by an Employer and whose position falls under the coverage of this agreement.

"Full Time Employee" means an employee who works no less than the 'ordinary' hours of work set out in clause 4 of this agreement (or Schedule 3.5 for Southern DHB (Otago) employees).

"Hourly rate" means the normal hourly rate shall be one two thousand and eighty sixth part of the yearly rate of salary payable.

"Medical Secretary" means an employee who, primarily provides medical secretarial/transcription services and administrative support for medical specialist(s).

"Part Time Employee" means an employee (other than a casual employee) employed on a permanent basis who normally works on a regular basis less than the full-time hours specified in Clause 4 (or Schedule 3.5 for Southern DHB (Otago employees)).

Personal Assistant (Canterbury DHB only) means an employee who, primarily provides personal administrative support to a senior manager (s) to make the most effective use of their time, including diary management.

“Secretary” means an employee substantially employed as such who handles correspondence, and administrative work for a manager or department. A secretary may also provide medical secretarial services and administrative support for Medical Specialist(s) but not as the primary function of the position.

“Service” means current, continuous service with the individual Employer except for the purpose of determining annual leave entitlement when continuous service with other South Island District Health Boards shall be recognised

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

“Supervisor/Team Leader” means an employee who is supervising a group of employees and performing the same function as those being supervised.

“Temporary Employee” means an employee employed for a finite period of time or for a specific task or project whose employment ends on the occurrence of a specified event on a full or part time basis.

“Ward Administrators ” means an employee who is primarily employed to support and assist staff in meeting the goals and objectives of the ward. The function of a ward administrator will include provision of administrative, services such as reception service to awaiting patients and visitors, collating patient records, making follow-up appointments, or patient discharges, and forward discharge notes and letters.

### **3.0 TERM**

The term of this agreement shall be the 01 February 2016 to the 31<sup>st</sup> January 2019.

### **4.0 HOURS OF WORK**

4.1. The ordinary hours of work for full time employees shall be 80 hours a fortnight, consisting of no more than 5 duties in any one week of no more than 10 hours per duty.

**Note For Southern DHB (Otago) employees currently working 37.5 hours per week the arrangements in Schedule 3.5 shall apply.**

4.2 The working week shall always start and end at midnight Sunday/Monday. On shifts spanning two days, the day designated as the workday will be the day where the majority of hours of the shift fall.

4.3 Except in an emergency, no employee shall work more than seven consecutive duties at any one time, unless otherwise mutually agreed.

4.4 Employees shall work shifts as required by the Employer.

### **5.0 MEAL PERIODS AND REST BREAKS**

5.1 Except when required for urgent or emergency work and except as provided in 5.2 below, no employee shall be required to work for more than five hours continuously without being entitled to an unpaid meal break of not less than half an hour. There will be only one meal break during a 10-hour shift.

5.2 An employee unable to be relieved from work for a meal break shall be entitled to have a meal while on duty and this period shall be regarded as working time.

5.3 Except where provided for in 5.2 above an employee unable to take a meal after five hours shall receive a payment of time-half in addition to ordinary salary from the expiry of five hours until the time when the employee can take a meal.

- 5.4 The Employer shall recognise 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, as time worked.
- 5.5 During meal or rest breaks prescribed above the Employer shall provide tea, coffee, milk and sugar.

## 6.0 REMUNERATION

### 6.1 Salary Scales

The following salaries are based on an eighty-hour fortnight. Employee's working less than an eighty-hour fortnight shall be paid on a pro rata basis.

The salary scale shown below will remain place until 29 February 2016.

	Steps		1 September 2014
	1		\$32,392
	2		\$33,223
	3		\$34,599
	4		\$35,694
	5		\$36,791
	6		\$38,011
	7		\$39,229
	8		\$40,448
	9		\$41,668
	10		\$42,888
	11		\$44,107
	12		\$45,325
	13		\$46,544
	14		\$47,761
	15		\$48,981
	16		\$50,038
	17		\$51,098
	18		\$52,167
	19		\$54,280

From 1 March 2016 the following salary scales will replace the salary scale shown above.

S2	Effective from 1 March 2016	2% Salary Increase effective from 7 March 2017	1.5% Salary Increase effective from 5 March 2018
Step 1	\$32,392	\$33,040	\$33,535
Step 2	\$33,500	\$34,170	\$34,683
Step 3	\$35,000	\$35,700	\$36,236
Step 4	\$36,750	\$37,485	\$38,047
Step 5	\$38,000	\$38,760	\$39,341
Step 6	\$40,436	\$41,245	\$41,864

Automatic steps            1-4  
 Merit steps                 5-6

<b>S3</b>	<b>Effective from 1 March 2016</b>	<b>2% Salary Increase effective from 7 March 2017</b>	<b>1.5% Salary Increase effective from 5 March 2018</b>
Step 1	\$35,090	\$35,792	\$36,239
Step 2	\$36,500	\$37,230	\$37,788
Step 3	\$38,000	\$38,760	\$39,341
Step 4	\$39,500	\$40,290	\$40,894
Step 5	\$41,282	\$42,108	\$42,740
Step 6	\$43,800	\$44,676	\$45,346
Step 7	\$45,410	\$46,318	\$47,013

Automatic steps            1-5  
Merit steps                    6-7

<b>S4/L1/T1</b>	<b>Effective from 1 March 2016</b>	<b>2% Salary Increase effective from 7 March 2017</b>	<b>1.5% Salary Increase effective from 5 March 2018</b>
Step 1	\$42,094	\$42,936	\$43,580
Step 2	\$43,500	\$44,370	\$45,036
Step 3	\$45,000	\$45,900	\$46,589
Step 4	\$46,500	\$47,430	\$48,141
Step 5	\$48,000	\$48,960	\$49,694
Step 6	\$49,511	\$50,501	\$51,259
Step 7	\$51,000	\$52,020	\$52,800
Step 8	\$52,500	\$53,550	\$54,353
Step 9	\$54,462	\$55,551	\$56,384

Automatic steps            1-6  
Merit steps                    7-9

<b>S5/L2/T2</b>	<b>Effective from 1 March 2016</b>	<b>2% Salary Increase effective from 7 March 2017</b>	<b>1.5% Salary Increase effective from 5 March 2018</b>
Step 1	\$49,192	\$50,176	\$50,929
Step 2	\$51,000	\$52,020	\$52,800
Step 3	\$52,700	\$53,754	\$54,560
Step 4	\$54,400	\$55,488	\$56,320
Step 5	\$56,100	\$57,222	\$58,080
Step 6	\$57,873	\$59,030	\$59,915
Step 7	\$59,400	\$60,588	\$61,497
Step 8	\$61,400	\$62,628	\$63,567
Step 9	\$63,660	\$64,933	\$65,907

Automatic steps 1-6  
Merit steps                    7-9

<b>S6/L3</b>	<b>Effective from 1 March 2016</b>	<b>2% Salary Increase effective from 7 March 2017</b>	<b>1.5% Salary Increase effective from 5 March 2018</b>
Step 1	\$53,000	\$54,060	\$54,871
Step 2	\$54,800	\$55,896	\$56,734
Step 3	\$56,600	\$57,732	\$58,598
Step 4	\$58,400	\$59,568	\$60,462
Step 5	\$60,200	\$61,404	\$62,325
Step 6	\$62,000	\$63,240	\$64,189

Step 7	\$63,800	\$65,076	\$66,052
Step 8	\$65,600	\$66,912	\$67,916
Step 9	\$67,400	\$68,748	\$69,779

Automatic steps 1-6  
Merit steps 7-9

The merit criteria process is shown in Appendix 4.

**SDHB Telephonists and WCDHB Telephonists – see separate schedules in Appendix 3.3.**

**OCCUPATIONAL SCALES**

The following Occupational Scales will remain in place until 29 February 2016.

	Automatic Steps	Merit Steps
<b>Administrative Assistant</b>	1 to 2	
<b>Administrative Worker (including telephonists)</b>	1 to 5	6 to 11
<b>Ward Administrative Worker</b>	1 to 5	6 to 11
<b>Secretary</b>	1 to 9	10 to 13
<b>Medical Secretary</b>	2 to 10	11 to 13
<b>Clinical Coders</b>	5 to 13	14 to 16
<b>Personal Assistant (Canterbury DHB Only)</b>	8 to 12	13 to 19
<b>Supervisor</b>	9 to 13	14 to 19

**Administrative Worker (Level 1)**

Administrative workers training to be a Clinical Coder.

**Clinical Coder (Level 2 – 4):**

A Clinical Coder who has successfully completed the Medical Terminology Course and is working through one of the HIMAA Introductory, Intermediate or Advanced Courses.

**Clinical Coder (Level 5 – 6):**

A Clinical Coder who has successfully completed the HIMAA Advanced Course or Certification Course (CCC) and relevant qualification, e.g. La Trobe Auditing Course; Degree/Masters in Health Information.

**Designated Position e.g. Team Leader, Education Officer (Level 7 – 8):**

A Clinical Coder who is appointed to a position that has been established by the Employer as a designated position. These positions commonly involve both advanced practise or leadership, such as a Team Leader or Education Officer or other specialist role. The Employer will determine the appropriate salary for appointment to a designated position.

	Level	Minimum Qualifications		Effective 1 Oct 12	Effective 1 Sept 2014
<b>Administrative Worker training to be a Clinical Coder</b>	1	Not applicable		\$36,427	\$36,791
<b>Clinical Coder</b>	2	Holds Certificate in Medical Terminology		\$38,841	\$39,229
	3	Holds Introductory HIMAA ICD-10AM Clinical Coding Course		\$41,255	\$41,668
	4	Holds Intermediate HIMAA		\$43,670	\$44,107
<b>Clinical Coder</b>	5	Holds Advanced HIMAA with certification (CCC)		\$46,083	\$46,544

	6	Holds Advanced HIMAA with certification (CCC) and relevant qualification e.g. La Trobe Auditing Course; Degree / Masters in Health Information;		\$48,496	\$48,981
<b>Designated Position (by appointment)</b>	7	As above		\$50,592	\$51,098
	8	As above		\$53,743	\$54,280

On appointment, the Employer will determine placement on the salary scale taking into account previous experience and relevant qualifications.

From the 1 March 2016 the following will replace the above salary scale with a 2% salary increase effective from 7 March 2017 and a further 1.5% salary increase effective from 5 March 2018:

### **Clinical Coders Progression Criteria and Salary Scale**

All clinical coders are subject to the progression criteria as set out in this document. These criteria are to acknowledge and promote a career pathway and salary progression. Each level has associated competencies and progression criteria and defines qualifications, skill and knowledge that the Clinical Coder is required to demonstrate.

- Trainee (No qualification necessary)
- Clinical Coder Level 1 (Trainee)
- Clinical Coder Level 2
- Clinical Coder Level 3
- Clinical Coder Level 4
- Clinical Coder Level 5 (Auditor)
- Team Leader/Supervisor Level 6

Progression through these levels is by joint agreement of the clinical coder and employer. Progress will be monitored and supported via the performance appraisal process. Progression will not be retrospective but will be effective from the latter of the date of assessment or the date the clinical coder obtains the relevant qualification (if the progression is dependent upon achievement of the particular qualification). If it has been agreed that the clinical coder is eligible for progression then the clinical coder will move to the appropriate level.

Performance Objectives and the Clinical Coder Position Description will reflect the level of the career framework. Additional accountabilities may be added to reflect individual position requirements.

### **Progression within Level 3 and 4**

Progression within level 3 and 4 shall be by annual increment.

### **Clinical Coder Certification**

A coder will be recognised as an Accredited Advanced Clinical Coder (Level 4) on successful completion of Advanced ICD-10-AM part 2 accreditation examination (HIMAA).

An allowance of \$1,000.00 per annum, pro-rated to full time equivalency, for duration of current Certification status will be paid to an Accredited Advanced Clinical Coder. The clinical coder must then sit the next available accreditation examination after the accreditation expiry date. If the clinical coder does not sit this exam, this allowance will cease.

Successful completion of the accreditation examination will enable the allowance to be paid.



	Salary 1 March 2016	Salary 7 March 2017	Salary 5 March 2018	Qualification	Skill Level	Components
Trainee	\$36,791- \$43,800	\$37,527- \$44,676	\$38,090- \$45,346	No qualification	Trainee	
Clinical Coder Level 1 (trainee)	\$45,510	\$46,420	\$47,117	Health Information Management Association Australia (HIMAA) Medical Terminology Course or Challenge Examination ( <i>Minimum prerequisite</i> )	Novice	<ul style="list-style-type: none"> <li>• Facilitated training programme</li> <li>• Consolidation of theoretical knowledge with practical skills</li> <li>• Classification knowledge</li> <li>• Learns abstraction techniques</li> </ul>
Clinical Coder (Level 2)	\$49,261	\$50,246	\$51,000	Introductory ICD-10-AM ACHI & ACS Clinical Coding course (HIMAA) or Accelerated Coding Education Course ACE (AUT)	Advanced Beginner	<ul style="list-style-type: none"> <li>• Development of clinical knowledge &amp; application to coding practice</li> <li>• Abstraction skills honed</li> </ul>
Clinical Coder (Level 3)	\$51,251 \$53,251 \$55,251	\$52,276 \$54,316 \$56,356	\$53,060 \$55,131 \$57,201	Intermediate ICD-10-AM-ACHI & ACS Clinical Coding course (HIMAA)	Competent	<ul style="list-style-type: none"> <li>• Independent decision-making with clarification from peers</li> <li>• Minimal supervision</li> </ul>
Clinical Coder (Level 4)	\$57,718 \$58,872	\$58,872 \$60,049	\$59,755 \$60,950	Advanced ICD-10-AM-ACHI & ACS Clinical Coding course (HIMAA)	Proficient	<ul style="list-style-type: none"> <li>• Applies clinical knowledge to coding practice</li> <li>• Identifies &amp; manages instances of documentation ambiguity</li> <li>• Application of coding practices</li> <li>• Independent decision making</li> <li>• Indirect distant supervision</li> </ul>
				Short course in Clinical Coding		<ul style="list-style-type: none"> <li>• Applies clinical knowledge to</li> </ul>

<p>Auditor Clinical Coder (Level 5)</p>	<p>\$59,000</p>	<p>\$60,180</p>	<p>\$61,083</p>	<p>Auditing <i>La Trobe University Melbourne</i></p>	<p>Expert</p>	<p>coding practice</p> <ul style="list-style-type: none"> <li>• Identifies &amp; manages instances of documentation ambiguity</li> <li>• Application of coding practices</li> <li>• Independent decision making</li> <li>• Demonstrates Leadership</li> <li>• Participates in quality improvement</li> <li>• Active contribution to team education</li> <li>• Provide support to coders at Level 2 &amp; 3</li> </ul>
<p>Team Leader Supervisor (Level 6)</p> <p>Appointed position</p>	<p>\$61,250</p>	<p>\$62,475</p>	<p>\$63,412</p>			<p>Refer above to Level 4 components and include them in addition to:</p> <ul style="list-style-type: none"> <li>• Ensure an internal audit programme is fully documented, implemented and managed.</li> <li>• Provides ongoing education to coders and relevant clinical partners.</li> <li>• Maintains a focus on quality assurance.</li> </ul> <p>Refer above to Level 4 components and include them in addition to:</p> <ul style="list-style-type: none"> <li>• Completes staff performance appraisals on a annual basis.</li> <li>• Delivers the business plan.</li> <li>• Ensures all staff members have the necessary</li> </ul>

						<p>tools, reports and resources available to them to meet their respected KPIs.</p> <ul style="list-style-type: none"> <li>• Monitors coding work allocation for team members to ensure the workload is fair, equitable and achievable.</li> <li>• Coaches and trains team members as required.</li> </ul>
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**7.0 OVERTIME**

- 7.1 Overtime means any time worked in excess 8 hours a day or in excess of their normal duty (if greater than 8 hours) or 80 hours a fortnight, where such work has been authorised by the Employer.
- 7.2 Overtime is calculated on a daily basis.
- 7.3 For NMDHB, Southern DHB (Otago) and WCDHB employees all work performed outside or in excess of eight hours per day or 40 hours per week shall be paid at the rate of time and a half (T1.5) for the first three hours and at double time rates (T2) thereafter.
- 7.4 For NMDHB, Southern DHB (Otago) and WCDHB employees all overtime worked on Saturdays shall be paid at time and a half (T1.5) for the first three hours and double time (T2) thereafter, and time worked after noon on Saturday and time worked on Sunday shall be paid at double time (T2) rates. Employees working overtime between 10.00 p.m. and 6.00 am will be paid at double time rates (T2) for each hour worked.
- 7.5 For CDHB, SCDHB and Southern DHB (Southland) employees the overtime rate shall be time and a half (T1.5) for all hours worked.
- 7.6 Overtime and penal time shall not be paid in respect of the same hours.
- 7.7 An employee who works ten hours and who is required to continue to work beyond the ten hours shall be paid a meal allowance of \$6.24 or, at the option of the Employer, be provided with a meal.
- 7.8 Breaks between duties will not be less than nine consecutive hours unless agreed otherwise with the Employer. Where the Employer requires an employee to resume work before a nine hour break has been taken, then the duty is to be regarded as continuous until a break of at least nine consecutive hours is taken and it shall be paid at overtime rates. Employees shall receive payment at the appropriate rate for time spent off duty during ordinary hours solely to obtain a nine-hour break.
- 7.9 With the prior agreement of the Employer, an employee eligible to receive overtime may, as an alternative to payment, choose to take time in lieu at a mutually agreeable time. Time in lieu is on an hour off for hour worked basis.

**8.0 PENAL RATES**

- 8.1 Weekend rates apply to ordinary time other than overtime worked after midnight Friday/Saturday until midnight Sunday/Monday and shall be paid at time one half in addition to the ordinary hourly rate of pay.

- 8.2 Public holiday rates apply to those hours worked on the public holiday and shall be paid at time one in addition to the ordinary hourly rate of pay.
- 8.3 Night rates apply to ordinary hours of duty other than overtime that fall between 8pm and 6am from midnight Sunday/Monday to midnight Friday/Saturday and shall be paid at quarter time in additional to the ordinary hourly rate of pay.
- 8.4 Overtime and penal rates shall not be paid in respect of the same hours; the higher rate will apply.

For employees at NMDHB, WCDHB and Southern DHB (Otago) public holiday rate shall be paid at time one in addition to the ordinary hourly rate of pay.

Nelson Marlborough DHB grandparented shift allowances shall continue to apply in substitution of penal rates in accordance with the side letter signed by the NMDHB and the PSA.

This clause shall not apply to any employees with bundled salaries incorporating penal rates including Southern DHB (Southland) telephonists.

Except for the public holiday penal rate these penal rates shall not apply to telephonists at WCDHB.

## **9.0 ON CALL ALLOWANCE AND CALL BACKS**

- 9.1 An employee instructed to be on call during normal off duty hours shall be paid an on call allowance at the rate of \$2.50 per hour and at the appropriate overtime rate for each hour worked when called out with a minimum payment of three hours.
- 9.2 Provided that call backs commencing and finishing within the minimum period covered by an earlier call back shall not be paid for, and where a call back commences before and continues beyond the end of a minimum period of a previous call back, payment shall be made as if the employee had worked continuously from the beginning of the previous call back to the end of the later call back.
- 9.3 Where an employee is called back to duty outside that employee's rostered hours of work the employee shall be reimbursed actual and reasonable expenses for transport to and from duty, where the employee's own motor vehicle is used reimbursement shall be at the rate applying in each Employer's policy.

This clause shall not apply to any employees with bundled salaries incorporating penal rates including Southern DHB (Southland) telephonists.

## **10. PAYMENT OF WAGES**

- 10.1 Employees shall be paid at fortnightly intervals by direct credit to a bank account nominated by the employee.

## **11.0 SAVINGS CLAUSE**

- 11.1 Nothing in the application of this agreement shall serve to reduce an employee's ordinary hourly time rate.

Note Previously agreed grand parented provisions as contained in the previous individual DHB Clerical/Administrative collective agreement shall prevail unless specifically agreed otherwise by the parties. Such agreement is to be recorded in writing.

## **12.0 HIGHER DUTIES ALLOWANCE**

- 12.1 Where the Employer requires an employee to substantially perform the duties and carry out the responsibilities of a position of a higher classification than the employee's own for a period of at least 5 consecutive working days a higher duties allowance of \$20 per day shall be paid to that employee for each day acting up.

## **13.0 RETIRING GRATUITIES**

Retiring Gratuities are available to employees who are retiring from DHBs where those provisions existed in Collective Agreements, which were in place prior to the commencement of this MECA. Those DHB-specific provisions are attached as Appendix 1.1 to this MECA. All cut off and implementation dates expressed in those DHB specific provisions will continue to apply in each DHB.

## **14.0 PUBLIC HOLIDAYS**

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

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

- 14.2 The following shall apply to the observance of Waitangi Day, Anzac Day, Christmas Day, Boxing Day, New Year's Day or 2 January, where such a day falls on either a Saturday or a Sunday:

- (a) Where an employee is required to work that Saturday or Sunday the holiday shall, for that employee, be observed on that Saturday or Sunday and transfer of the observance will not occur. For the purposes of this clause an employee is deemed to have been required to work if they were rostered on duty or on-call and actually called in to work. They are not deemed to have been required to work if they were on-call but not called back to work.
- (b) If an employee is rostered on duty (i.e. does not apply to on-call work) on that Saturday or Sunday but does not work, they will be paid relevant daily pay for the day, and transfer of the observance will not occur.

NOTE: When the public holiday for the employee is observed on the Saturday or Sunday, the weekday is treated as a normal working day for that employee, subject only to the possible payment of weekend rates in accordance with clause 14.5 below.

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

- 14.3 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.

- 14.4 When an employee works on a public holiday which would otherwise be a working day for the employee, they will be paid the rate as set out in clause 14.6.2 (T1) in addition to the ordinary rate of

pay, for each hour worked and they shall be granted an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.

- 14.5** Should Christmas Day, Boxing Day, New Year's Day or 2 January fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 14.6.2 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.
- 14.6** Should Waitangi Day or Anzac Day fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 14.6.2 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.
- 14.7** 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.
- 14.8** 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.
- 14.9** Off duty day upon which the employee does not work:
- (a) Fulltime employees –  
Where a public holiday, and the weekday to which the observance of a public holiday is transferred where applicable, are both rostered days off for an employee, they will be granted one alternative holiday in respect of the public holiday.
  - (b) Part-time employees –  
Where a part-time employee's days of work are fixed, the employee shall only be entitled to public holiday provisions if the day would otherwise be a working day for that employee.  
  
Where a part-time employee's days are not fixed, the employee shall be entitled to public holiday provisions if they worked on the day of the week that the public holiday falls more than 40 % of the time over the last three months. Payment will be relevant daily pay.
- 14.10** 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.

## **15.0 ANNUAL LEAVE**

- 15.1** Employees, other than casuals, shall be entitled to 4 weeks annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause, except that

on completion of five years recognised current continuous service the employee shall be entitled to 5 weeks annual leave. For the purposes of this clause, “current continuous service” shall be as defined in clause 2 for “service’.

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

The provisions of the Parental Leave and Employment Protection Act 1987 shall apply in relation to annual leave when an employee takes a period of parental leave or returns to work from parental leave in accordance with Clause 21 of this Agreement

## 16.0 SHIFT LEAVE

16.1 Employees who are shift workers may be granted up to one-week (five working days) additional annual leave on completion of 12 months’ employment on shift work (or pro rata according to proportion of the year on shift work).

### For CDHB employees;

Full time or part time employees engaged on shift work for 50% or more of their duties during a leave year shall be entitled to an additional weeks annual leave (5 days), provided that this shall be calculated pro-rata according to the following table where an employee works less than 50% of their duties during a leave year on shift work:

Percentage of Duties on Shift Work	Percentage of Additional Week’s Leave
40-49	80
30-39	60
20-29	40
10-19	20

This shall also apply to temporary employees who have been currently continuously employed by the Employer for 12 months or more.

For the purposes of this CDHB clause, “Shift Work” is defined as the same work performed by two or more employees or two or more successive sets or groups of employees working successive periods; providing that an Employee has duties rotated through different periods within the roster or works night duty on a regular basis. “Night Duty” means any duty in which part of the duty is worked between midnight and 5:00am on any day of the week Monday to Friday both days inclusive.

### For NMDHB employees;

Employees working shift work will be entitled to an additional five days annual leave, provided that they are rostered to work over seven days and rotating through two shifts or they work permanent night duty. Employees, who meet these conditions, will be entitled to this additional annual leave proportionate to their shift working. For part-time employees this will be on a pro rata basis.

### For Southern DHB and WCDHB employees;

Employees who are shift workers may be granted up to one-week (five working days) additional annual leave on completion of 12 months’ employment on shift work (or pro rata according to proportion of the year on shift work) in accordance with this table and subject to the criteria listed below:

Number of Qualifying Shifts Per Annum	Number of Days Additional Leave Per Annum
121 or more	5
96 – 120	4
71 – 95	3
46 – 70	2
21 – 45	1

#### *Criteria for Southern DHB (Otago) employees*

Any duty where the ordinary hours start prior to 20.00 and finishes after 20:00 (afternoon shift), or where the duty starts between 22.00 and 01.00 and the majority of the hours are worked between midnight and 06.00 (night shift) shall be deemed a qualifying shift.

#### *Criteria for Southern DHB (Southland) employees*

- (a) Employees who are rostered to work on a rotating roster which includes afternoon or night shifts may be granted additional annual leave, on completion of 12 months employment on shift work, in accordance with the table above and the provisions outlined in this clause.
- (b) An employee who is regularly required to work ordinary fixed hours of work which commences after 6 p.m. but are not part of a rostered shift system will not qualify for additional leave.
- (c) For employees who work 12-hour shifts, where any part of the duty is worked after 8 p.m., this will be counted as 0.5. Where the majority of the duty is worked between 11 p.m. and 7 am this will be counted as 1.5 qualifying shifts.
- (d) Every part-time employee will be entitled to the shift leave in accordance with the above scale on a pro rata basis in accordance with average hours worked.
- (e) Every part-time employee will be entitled to annual leave as prescribed. Salary during leave will be paid for the employee's usual working hours.

**NB For Telephonists employed prior to 1<sup>st</sup> January 2001, the full entitlement of 5 days additional leave per annum will apply. This will be pro rata for part time employees.**

#### *Criteria for WCDHB employees*

- (a) Any shift work performed during a period which is not overtime that meets the following criteria qualifies for additional leave:

The shift work performed each day:

- (i) extends over at least 13 continuous hours, and
- (ii) is performed by two or more workers working rostered shifts, and
- (iii) the shift involves at least two hours of work performed outside the hours of 8 am. to 5p.m.

- (b) Every part-time employee will be entitled to annual leave as prescribed. Salary during leave will be paid for the employee's usual working hours.

#### *For SCDHB employees*

Employees who are shift workers may be granted up to one-week (five working days) additional annual leave on completion of 12 months' employment on shift work (or pro rata according to proportion of the year on shift work).

### **17.0 BEREAVEMENT/TANGIHANGA LEAVE**

17.1 The Employer shall approve bereavement leave on pay at the relevant daily rate, for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association as defined by the Holidays Act 2003. 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.

17.2 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of subclause 17.1 above. This provision will not apply if the employee is on leave without pay.



17.3 In granting time off therefore, and for how long, the Employer must administer these provisions in a culturally sensitive manner.

## **18.0 EDUCATION, TRAINING AND PROFESSIONAL DEVELOPMENT**

18.1 The Employer recognises that training and development will assist in both enhancing employees' job skills and in preparing them for future roles within the organisation. Employees will receive paid training/study or professional development leave at the Employer's discretion and in accordance with the Employer's policies and procedures, taking into account operational requirements.

## **19.0 SICK LEAVE**

19.1 A full time employee shall be entitled to 10 paid working days sick leave for each 12-month period of service. This entitlement is pro rata for part time staff based on contracted FTE, except that part-time employees shall receive no fewer than five working days paid sick for each twelve month period. Payment shall be in accordance with the Holidays Act 2003 and its amendments.

19.2 Unused sick leave can be accumulated to a maximum of 100 working days (pro-rata for Southern DHB (Otago)). Employees who had an entitlement in excess of 100 days under a previous collective agreement applying to Administrative employees shall have their existing aggregate entitlement frozen and shall be required to exhaust that sick leave entitlement to below 100 days before becoming entitled to any further sick leave accrual.

19.3 The Employer may grant leave on pay as a charge against sick leave entitlement when the employee must, because of an emergency, stay at home to attend a member of the household who, through illness, becomes dependent on the employee. This person would, in most cases, be the employee's" child, partner or other dependent family member.

19.4 Notice of sick leave shall be given to the Employer as soon as possible, and where at all possible prior to the commencement of leave. Notice of return to work shall be given to the Employer as soon as possible to facilitate rostering.

19.5 The Employer can require the employee to provide a medical certificate for periods of sick leave that exceed five days, or for a period less than five days as long as this is done on an individual basis and not as a blanket policy.

19.6 Where the employee is suffering from a minor illness (as defined in the Employers policies) which could have a detrimental effect on patients in their care the Employer may

- (i) place the employee on suitable alternative duties; or
- (ii) direct the employee to take paid sick leave for not more than eight working days in any one year, in addition to the employee's normal entitlement.

## **20.0 LONG SERVICE LEAVE**

20.1 From 1 October 2013 an employee shall be entitled to long service leave of one week upon completion of a five year period of recognised service as defined in Clause 2 and thereafter one week upon the completion of five years of recognised service as defined in Clause 2. Any service period, including service prior to 1 October 2013, for which a period of long service leave has already been taken or paid out shall not count towards this entitlement. Any service period prior to 1 October 2013, for which a period of long service leave has not already been taken or paid out shall count towards this entitlement.

20.2 Long Service Leave will be paid for each week of leave on the same basis as annual leave (Clause 5) in accordance with the Holidays Act 2003. This will be based on an employees FTE status at the time of taking the leave.

20.3 Leave without pay in excess of three months taken on any one occasion will not be included in the 5 year qualifying period.

- 20.4 Long Service Leave shall be taken in one period and within five years of qualification at a time mutually agreeable to the Employer and the employee unless otherwise agreed by the Employer.
- 20.5 Long Service Leave must be taken before an employee is entitled to the next period of long service leave. If after the 5 year period, the Employer and employee are unable to reach agreement as to when the leave is to be taken, the Employer may give not less than 14 days notice of the requirement to take the leave.
- 20.6 Upon the cessation of employment the Employer shall pay out any long service leave to which the employee has become entitled.
- 20.7 In the event of the death of an employee who was eligible for long service leave but has not taken the leave, any monies due will be paid to the deceased estate.
- 20.8 This clause shall replace any previous long service leave entitlement(s) that may exist at DHBs. Where an employee is eligible for the next long service leave entitlement (after 1 October 2013) within their DHB that is more beneficial than the Long Service Leave Provisions as per Clause 20.1 of this MECA, they will receive their next DHB entitlement but thereafter revert to the Long Service Leave provisions as per Clause 20 in this MECA. NB: any long service leave already taken will not be included when the "future" entitlement is calculated.

## 21.0 PARENTAL LEAVE

- 21.1 **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.
- 21.2 Parental leave is leave without pay.
- 21.3 **Entitlement and eligibility.** Provided that the employee assumes or intends to assume the care of the child born to or adopted by them or their partner, the entitlement to parental leave is:
- (a) in respect of every child born to them or to their partner;
  - (b) in respect of every child up to and including six years of age, adopted by them or their partner;
  - (c) 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.
- 21.4
- (a) Parental leave of up to 12 months is to be granted to employees with at least one year's service at the expected date of delivery.
  - (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 the Employer employs only one or both partners.
- 21.5 In cases of adoption of children of less than six years of age, parental leave shall be granted in terms of 21.3 and 21.4 above, provided the intention to adopt is notified to the Employer immediately following advice from the Department of Social Welfare or equivalent agency 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.
- 21.6 Employees intending to take parental leave are required to give at least one month's notice in writing at least one month prior to the commencement date of the leave and at least one month prior to the expected date of delivery, 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.

21.7 The commencement of leave shall be in accordance with the provisions of the Parental Leave and Employment Protection Act 2002.

21.8 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.

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

**21.10 Job Protection -**

(a) Subject to 21.11 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 exercised in the previous position.

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

21.11 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 Section 41(2) of the Parental Leave and Employment Protection Act 1987), the Employer may fill the position on a permanent basis.

(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 21.10(a) above) is not available, the Employer may approve one of the following options:

(i) where the employee has not already taken 52 weeks parental leave, a request from the employee for an extension of parental leave to a maximum period of 52 weeks from when the employee commenced their leave 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 21.11(b)(i) above; 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 21.11(b)(i) above;

provided that, if a different position is accepted and within the period of extended parental leave in terms of 21.11(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 the employee has already taken 52 weeks parental leave or extended parental leave in terms of 21.11(b)(i) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 38 of this agreement.

21.12 If the employee declines the offer of appointment to the same or similar position in terms of subclause 21.10(a) above, parental leave shall cease.

21.13 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.

21.14 Paid Parental Leave – Where an employee takes parental leave under this clause, meets the eligibility criteria in 21.3 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 21.4 (c) applies and both partners are employed by the DHB, the paid parental leave top up will be made to only one employee, being the employee who has primary care of the child.

21.15 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.

21.16 Employees on parental leave may from time to time and by arrangement 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.

## **22.0 JURY SERVICE/WITNESS LEAVE**

22.1 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.

22.2 An employee called on for jury service may elect to take annual leave, leave on pay (T1 rate), 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).

22.3 Where leave on pay is granted, the employee is to pay the fees received to the Employer but may retain expenses.

22.4 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 she/he is not required by the Court, she/he is to report back to work, where this is reasonable and practicable.

22.5 Employees who are required to be a witness in a matter arising out of his/her employment, he/she shall be granted leave on ordinary pay rate (T1 rate only). The employee is to pay any fee received to the Employer but may retain expenses.

## **23.0 UNIFORMS AND PROTECTIVE CLOTHING**

23.1 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. By agreement, the Employer may launder the uniform.

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

- 23.3 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.

## **24.0 TERMINATION OF EMPLOYMENT**

- 24.1 Notice Period – The Employer or the Employee may terminate employment with four weeks written notice, unless otherwise negotiated with the Employer. Agreement for a shorter notice period will not be unreasonably withheld. When the agreed notice is not given, the unexpired notice may be paid or forfeited by the party failing to give the agreed notice.

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

- 24.2 Abandonment of Employment – Where an employee is absent from work for three consecutive working days without notification to the Employer without good cause, he/she shall be deemed to have terminated his/her employment without notice.

## **25.0 TRANSPORT AND TRAVELLING EXPENSES**

- 25.1 The Employer shall pay all authorised out-of-pocket expenses incurred by any employee in the execution of her/his duties.
- 25.2 Employees may claim reimbursement and their accommodation costs on an actual and reasonable basis on the presentation of receipts when travelling on Employer business.
- 25.3 Where an employee who does not have personal transport is unable to use public transport because of an emergency overtime extension, the Employer shall provide transport or reimburse actual and reasonable transport expenses from the institution to the employee's place of residence.

## **26.0 UNION PROVISIONS**

### **26.1 Deduction of Union Fees**

The Employer shall deduct Union fees from the wages/salaries of members of the NZ Public Service Association (Inc) who are employed with the Employer, when authorised in writing by members.

### **26.2 Right of Entry**

The secretary or other authorised officer of the Union of workers shall, with the consent of the Employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works for the purpose of interviewing any workers or enforcing this agreement, including access to wages and time records, but not so as to interfere unreasonably with the Employer's business.

### **26.3 Stopwork Meetings**

- (a) Subject to subsections (b) to (e) of this section, the Employer shall allow every Union member employed by the Employer to attend, on ordinary pay, at least 2 Union meetings (each of a maximum of 2 hours duration) in each year (being the period beginning on the 1st day of January and ending on the following 31st day of December).
- (b) The Union shall give the Employer at least 14 days notice of the date and time of any Union meeting to which subsection (a) of this section is to apply.
- (c) The Union shall make such arrangements with the Employer as may be necessary to ensure that the Employer's business is maintained during any Union meeting, including, where appropriate, an arrangement for sufficient Union members to remain available during the meeting to enable the Employer's operation to continue.

- (d) 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 2 hours in respect of any meeting.
- (e) Only Union members who actually attend a Union meeting 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.

#### **26.4 Employee Relations Education Leave**

The Employer shall grant paid Employee Relations leave to members of the Unions covered by the Agreement in accordance with the requirements of Part 7 of the Employment Relations Act 2000. The purpose of this leave is for improving relations among unions, employees and the Employer and for promoting the object of the Act.

#### **26.5 Delegates/Union Workplace Representatives**

- 26.5.1 Delegate means an employee who is nominated by the employees, who is covered by this CA and who is elected to act on the PSA's behalf. The Employer shall be advised of the delegates' names.
- 26.5.2 The Employer accepts that elected delegates are a recognised channel of communication between the union (PSA) and the Employer in the workplace.
- 26.5.3 To enable the delegates to effectively carry out their role, including the promotion and facilitation of the objectives outlined in the statement of intent, sufficient time off should be available during working hours, subject to the Employer's service requirements.
- 26.5.4 Prior approval for such activity shall be obtained from the manager in the area and such approval shall not be unreasonably withheld. PSA in return acknowledges that adequate notice shall be provided to the Employer where possible.

#### **27.0 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEM PROCESS**

- 27.1 This clause sets out how employment relationship problems are to be resolved.
  - (a) An "employment relationship problem" includes:
    - i. a personal grievance
    - ii. a dispute
    - iii. any other problem relating to or arising out of the employment relationship
    - iv. but does not include any problem with the determination of new terms and conditions of employment.
  - (b) A "personal grievance" means a claim that an employee:
    - (i) has been unjustifiably dismissed; or
    - (ii) has had their employment, or their conditions of employment, affected to their disadvantage by some unjustifiable action by the Employer; or
    - (iii) has been sexually harassed in their employment; or
    - (iv) has been racially harassed in their employment; or
    - (v) has been subjected to duress in their employment in relation to membership or non-membership of a union has been discriminated against in their employment
  - (c) A "dispute" is a disagreement over the interpretation, application or operation of an employment agreement.
- 27.2 If an employee wishes to raise a personal grievance they must raise the grievance with their Employer within 90 days of the date of the action alleged to amount to a personal grievance occurring or coming to the notice of the employee whichever is the later.
- 27.3 Raising employment relationship problems

- (a) The Employer should in the first instance raise any employment relationship problem with the employee or the employee with the Employer as soon as possible.
- (b) The employee and/or the Employer are entitled to seek advice and assistance from their chosen representative in raising and/or discussing the problem.
- (c) If the employee wishes to raise the employment relationship problem with the Employer in writing, or, if the matter is not resolved when the employee raises the problem with the Employer, then the employee should submit to the Employer, written notice of the personal grievance, dispute or problem, covering the following points:
  - (i) details of their grievance, dispute or problem; and
  - (ii) why he/she feels aggrieved
  - (iii) what solution he/she seeks to resolve the grievance, dispute or problem
- (d) The employee and the Employer shall meet to discuss and attempt in good faith, to resolve the employment relationship problem.

#### 27.4 Mediation

- (a) Where the employment relationship problem is not resolved by the parties in discussions, the Employer or the employee may, without undue delay, seek the assistance of the mediation service division of the Department of Labour.
- (b) Both parties must co-operate in good faith with the mediation service in a further effort to resolve the problem.
- (c) The employee and Employer acknowledge that the service provided by the mediation service is confidential and if it does not resolve the problem is without prejudice to the parties' positions.
- (d) Any settlement of the problem agreed to by the parties and signed by the mediator will be final and binding.

##### 27.4.1 Employment Relations Authority

If the problem is not resolved by mediation, either party may refer the problem to the Employment Relations Authority for investigation and determination.

##### 27.5 Employment Court

If either party is dissatisfied with the determination of the Employment Relations Authority, it may elect to have the matter heard by the Employment Court. This must occur within 28 days after the date of the determination of the Employment Relations Authority.

## 28.0 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.

## 29.0 NON-WAIVER

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

## 30.0 ENTIRE AGREEMENT

The provisions of this agreement shall render null and void any other previous agreements, contracts, terms and conditions of employment, customs and practices, expressed or implied, that may have applied before this agreement came into force, unless otherwise provided for.

### **31.0 VARIATION OF AGREEMENT**

Any variation to this MECA shall be mutually agreed between all the parties and such variation shall be in writing and signed by all the parties (i.e.: all 5 DHBs and PSA). All parties shall be informed of and provided with relevant information about any proposed variation.

### **32.0 HEALTH & SAFETY**

32.1 The Employer shall be responsible for providing a safe and healthy working environment that complies with the Health and Safety in Employment Act 1992 and any amendments and shall take all practicable steps to:

- ensure employees are safe while at work;
- identify all hazards in the workplace;
- eliminate, isolate or minimise employees' exposure to significant identified hazards;
- involve employees in the development of procedures;
- train all employees to work safely;
- take all practicable steps to ensure that while employees are at work they do not harm other people.

32.2 It shall be the responsibility of every employee covered by this agreement to work safely so as not to endanger themselves, other employees or property of the Employer. Employees are also required to follow all safety policy and procedural instructions including the reporting of any hazards, accidents or injuries immediately to their Employer.

32.3 As soon as practicable after commencing work an employee shall be advised of safety procedures specific to the workplace with particular attention to health hazards likely to be met in their day to day work.

### **33.0 THE PRIVACY ACT 1993 / CONFIDENTIALITY**

33.1 The parties to this agreement acknowledge the established principles of the Privacy Act 1993 relating to the collection, use and disclosure of information relating to individuals, and the access of those individuals to information relating to them.

33.3 The Employer shall not divulge or communicate any confidential information relating to an employee other than to a person lawfully authorised to receive such information.

33.3 An employee shall not divulge or communicate any confidential information of the Employer, or of individuals in the Employer's care, except to such persons or agencies lawfully entitled to receive such information.

### **34.0 EMPLOYEE ACCESS TO PERSONAL INFORMATION**

Attention is drawn to the Official Information Act 1982 and the Privacy Act 1993. The provisions of these Acts, or amendments or Acts passed in substitution for these Acts, shall apply, but the employees shall always have access at reasonable times to their personal files.

### **35.0 EMPLOYMENT PROTECTION PROVISION**

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 the 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.



### 36.0 USE OF TEMPORARY OR CASUAL EMPLOYEES

Temporary or casual employees will not permanently replace genuine permanent positions.

### 37.0 BARGAINING FEE

37.1 For the purposes of this clause:

This clause takes effect from the date defined in (b) below and remains in place until 31 January 2019.

(a) the "bargaining fee" shall be set at 100% of the current PSA membership subscription rate and paid each pay period and shall not increase during the term of this clause. The fees are shown below:

Gross annual salary	Fees per fortnight
Under \$18,380	\$4.10
Between \$18,380 and \$39,103	\$8.30
Over \$39,103	\$16.70

(b) the date the bargaining fee commences is 14 days after the expiry of the opting out period as advised to the affected employees in accordance with the Employment Relations Act;

(c) an "affected employee" is one

- (i) whose work is covered by the coverage clause of this Agreement and
- (ii) whose terms and conditions of employment comprise or include the terms and conditions of employment specified in this Agreement and
- (iii) who is not a member of the union and
- (iv) who is not a member of another union and
- (v) who is not an employee who has opted out.

(d) An "employee who has opted out" is one who would otherwise be an affected employee but who has notified the Employer by the end of the specified period that she/he does not wish to pay the bargaining fee, and whose terms and conditions of employment remain the same until such time as varied by agreement with the Employer.

37.2 The Employer shall at the end of the specified period deduct the bargaining fee from the wages of each affected employee and remit it to the union in the same manner in which union subscriptions are deducted and remitted to the union.

37.3 Nothing in this clause applies to new employees, that is, those who are employed after this Agreement has come into force.

Signed



Date

14.11.16

On behalf of the **Canterbury and West Coast District Health Board**

Signed



Date

15/11/16

On Behalf of the **Nelson/Marlborough District Health Board**



Signed

Date

15/11/16

On Behalf of the Southern **District Health Board**



Signed

Date

8/11/16

On Behalf of the **South Canterbury District Health Board**

Signed

Date

On Behalf of the **New Zealand Public Service Association**

**Warwick Jones**  
**Assistant National Secretary**

**Appendices**

<b><u>APPENDIX 1</u></b>	<b>Agreement for a Bipartite Relationship Framework</b>
<b>APPENDIX 2</b>	<b>Healthy Workplaces Agreement</b>
<b>APPENDIX 3</b>	<b>Schedules</b>
	<b>3.1 Retiring Gratuities by DHB</b>
	<b>3.2 Management of Change by DHB</b>
	<b>3.3 Telephonists by DHB</b>
	<b>3.4 Long Service Leave by DHB</b>
	<b>3.5 Southern DHB (Otago) Hours of Work</b>
	<b>3.6 Southern DHB (Otago) Penal Rates</b>
	<b>3.7 Nelson Marlborough DHB Penal Rates</b>
<b>APPENDIX 4</b>	<b>Merit Criteria</b>
<b>APPENDIX 5</b>	<b>Management of Change</b>

## APPENDIX 1

### Agreement for a Bipartite Relationship Framework (BRF)

#### Purpose

The purpose of this Agreement is to provide a national framework in conjunction with the strategic direction and leadership of the HSRA to:

- 1) Support national and local bipartite structures
- 2) Achieve healthy workplaces
- 3) Constructively engage in change management processes
- 4) Provide for dispute and problem resolution

#### The BRF seeks to:

- i) take shared responsibility for providing high quality healthcare on a sustainable basis;
- ii) ensure the parties' dealings with each other are in accord with the principles of good faith and are characterised by constructive engagement based on honesty, openness, respect and trust;
- iii) promote productive and effective relationships;
- iv) assist in the delivery of a modern, sustainable, high quality and healthy workforce
- v) align the principles, processes, procedures and goals adopted under this framework with those agreed by the Health Sector Relationship Agreement;
- vi) improve decision making and inter party cooperation;
- vii) co-ordinate the trialling, and where appropriate, introduction of innovative initiatives which will improve healthcare delivery; and
- viii) ensure that all collective agreements reached between the parties are applied fairly, effectively and consistently in all District Health Boards.

#### The principles of the relationship framework:

The parties acknowledge that they must work cooperatively to achieve their overarching goal of maintaining and advancing a DHB workforce which provides high quality healthcare on a sustainable basis to the New Zealand population.

The parties agree that they will:

- To the extent they are capable, provide appropriate health care to the communities they serve in an efficient and effective manner.
- To the extent they are capable, ensure the availability and retention of an appropriate trained and educated workforce both now, and in the future.
- Promote the provision of a safe, healthy and supportive work environment where the recommendations of the "Safe Staffing and Healthy Workplaces Committee of Inquiry" are evident.
- Recognise the environmental and fiscal pressures which impinge upon the parties and work practices and accept the need to constantly review and improve on productivity, cost effectiveness and the sustainable delivery of high quality health services.
- Commit to making decisions that will be reached through genuine consultation processes
- Be good Employers and employees.
- To the extent they are capable, ensure workforce planning, rosters and resources meet patient and healthcare service requirements, whilst providing appropriate training opportunities and a reasonable work/life balance.

- Recognise the interdependence and value of all the contributions of the health workforce, their collegiality and the need for a team approach to the delivery of health care.
- Accept that all parties have responsibilities, obligations and accountability for their actions.
- Accept that the need to deploy resources appropriately may lead to a review of traditional job functions, the reallocation or substitution of tasks.
- Work towards enhanced job satisfaction for all employees.

## 1) Supporting national and local bipartite structures

### Bipartite Action Group (BAG)

These structures substitute any existing comparable bi-partite structures.

#### *National Bipartite Action Group (National BAG)*

This relationship framework, and the undertaking of activities required by it, shall be overseen by a committee of representatives of the parties, known as the Bipartite Action Group (BAG). The parties will decide their respective membership with members representing NZNO, E tū, PSA members and DHBs. All parties will have representatives at the National BAG meetings with sufficient status to enter into agreement on matters raised. BAGs will be chaired on a rotational basis by DHBs and the union parties. Both the DHBs and union parties will have the same number of votes with union parties deciding how their voting rights will be determined.

The committee will meet through voice and or video conferencing as required and hold face to face meetings at periods to be agreed but no less frequently than quarterly. DHBs are required to support the functioning of the BAG through ensuring parties are able to be released from other duties for this purpose.

The BAG will as necessary advise and participate in the work programme and or other initiatives of the Health Sector Relationship Agreement. It will determine the process on resolving individual and collective union and DHB issues. These will include implementation, application and interpretation issues that have a national relevance. It will also be the responsibility of the National BAG to support the ongoing activity of Local BAGs and to deal with any issues that are submitted from these groups through regular reports. The National BAG will agree on processes for its own operation and will circulate them as guidelines for Local BAGs.

All parties to the relationship have an interest in promoting the work of the BAG and will in the first instance seek to agree on the content and form of any communications relating to the work of the BAG. BAG may develop proposals / projects for the improvement of workforce practices and planning involving the DHB health workforce or receive such initiatives from others.

Secretarial services shall be provided by DHBSS.

#### *Local BAGs*

Where they do not already exist, a BAG will be established in each DHB. The local BAG will provide a forum for workers and their union to engage in discussions and decision making on matters of common relevance. This will not prevent unions discussing individual issues with the DHB directly. But where the issue/s have relevance to more than one union all relevant parties should have the opportunity to be present and be part of the decision making process.

Issues discussed at local level should be focussed on improving productivity and efficiency of the DHB and instigating local change that will benefit the parties in the effective running of the DHB and wellbeing of employees.

## 2) Healthy workplaces

This BRF supports the principles and joint work contained in the Healthy Workplaces Agreement.

## 3) Change Management:

This clause provides a change management approach, and national oversight arrangements for management of change.

This approach is to be used where the change is multi-dimensional and will challenge the ability of existing change management clauses in this agreement to respond efficiently and effectively; and where the proposed change will impact at one or more of the following levels:

- Nationally,
- Regionally,

- c) Across a number of DHBs, impacting on one or more unions,
- d) Where changes are likely to result to the structure of employment relationships in the sector.

Either party may also make a request to the HSRA steering group to use this process. All parties to the HSRA steering group must then agree/disagree whether this approach is appropriate.

If it is agreed to use this process, the issue will effectively be placed with the HSRA Change Management Framework (CMF) sub-committee.

The CMF sub-committee will include union and DHB representatives appropriate to the change initiative.

The CMF sub-committee is tasked with making a considered decision on the processes to be used in the implementation of the policy or initiative and will provide a forum to decide the appropriate process for the change management.

The CMF sub-committee will ensure the change to be implemented in a coordinated fashion at the appropriate level across the sector, and involve appropriate stakeholders as each situation requires.

Where this clause has been used, it will be considered to meet the requirements for consultation as detailed in this agreement. {refer to specific MECA and CEA sub clauses}

#### **4) Disputes and problem resolution**

The parties accept that differences are a natural occurrence and that a constructive approach to seeking solutions will be taken at all times. The object of this clause is to encourage the National BAG to work cooperatively to resolve any differences and share in the responsibility for quality outcomes.

When a consensus decision on interpretation of an agreement has been reached at the National BAG the decision will be formally captured and signed by the parties and will be binding on all parties from that time. Any matter that cannot be resolved will be referred by the BAG to a mutually agreed third party who will help facilitate an agreement between the parties. Failing identification of a mutually acceptable third party, the matter shall be referred to the Mediation Service of the Department of Labour (or its successors) to appoint someone.

In the event that the parties can not reach an agreed solution and unless the parties agree otherwise, after no less than two facilitation meetings, the third party will, after considering relevant evidence and submissions, provide a written but non-binding recommendation to the parties.

Nothing in this agreement shall have the effect of restricting either party's right to access statutory resolution processes and forums such the Employment Relations Authority or the Employment Court or seek other lawful remedies.

## APPENDIX 2

### Healthy Workplaces Agreement

February 2010

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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 management<sup>1</sup>; 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 organizational 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
  - recognizes the need for local solutions consistent with the principles of healthy workplaces
- ◆ Each party will undertake to promote and model behavior 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 innovations, improvements and changes are required, in a manner consistent with consultation and change management processes referred to below

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<sup>1</sup> 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.

- ◆ 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.



## APPENDIX 3.1

### SCHEDULE OF RETIRING GRATUITIES BY DHB

#### Nelson Marlborough District Health Board

#### 1 Provisions

- 1.1 For employees who commenced employment with the Employer prior to 26 October 1992, the Employer may pay a retiring gratuity to those employees retiring from the Employer, who have no less than ten years' service with qualifying Employers (ie. The existing qualifying service of employees employed by the Employer prior to 26 October 1992 is recognised).
- 1.2 For employees who commenced employment with the Employer on or after 26 October 1992, the Employer may pay a retiring gratuity to those employees retiring from the company, who have no less than twenty years' service with the Nelson Marlborough District Health Board Limited.
- 1.2 For the purposes of establishing eligibility for a gratuity, total company service may be aggregated, whether this be part time or full time, or a combination of both at different periods. Part time service is not to be converted to its full time equivalent for the purposes of establishing eligibility.
- 1.3 Where part time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and his percentage is applied to the rate of pay established for gratuity purposes.
- 1.4 Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of an employee who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage agreement has been made or who is in a de facto relationship.
- 1.5 The Employer may pay a full gratuity to employees, who have service in accordance with either clause 1.1 or 1.2, where they can produce acceptable evidence to substantiate that they are unable to continue regular employment on medical grounds or other special circumstances.
- 1.6 The calculation of a gratuity entitlement shall be in accordance with the scale detailed in clause .2 below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.
- 1.7 For the purposes of calculating the amount of gratuity which the Employer may pay the rate of pay on retirement shall be the basic rates of salary or wages. The entitlement is calculated in consecutive days' pay.
- 1.8 An employee who is granted leave without pay and who remains in the service of the Employer, will, on retirement, have such leave aggregated with other service for gratuity purposes.

#### 2 Scale of Maximum Gratuities

Total Period of Service	Maximum Gratuity
Not less than 10 years and less than 11 years	31 consecutive days' pay
Not less than 11 years and less than 12 years	35 consecutive days' pay
Not less than 12 years and less than 13 years	39 consecutive days' pay
Not less than 13 years and less than 14 years	43 consecutive days' pay
Not less than 14 years and less than 15 years	47 consecutive days' pay
Not less than 15 years and less than 16 years	51 consecutive days' pay
Not less than 16 years and less than 17 years	55 consecutive days' pay
Not less than 17 years and less than 18 years	59 consecutive days' pay
Not less than 18 years and less than 19 years	63 consecutive days' pay
Not less than 19 years and less than 20 years	67 consecutive days' pay
Not less than 20 years and less than 21 years	71 consecutive days' pay

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

### **West Coast District Health Board**

***Note: Retiring Gratuities shall only apply to those Employees employed by the Employer prior to 01/07/98.***

- 1 The Employer shall pay a retiring gratuity to staff retiring from the Employer who have had not less than 10 years' service with the NZ Health Sector. Staff employed prior to 30 June 1993 shall continue to have all periods of service recognised prior to that date credited for long service leave purposes while they remain employed by the Employer.
- 2 For the purposes of **establishing eligibility** for a gratuity, total Employer service may be aggregated, whether this is part-time or whole time, or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility.
- 3 Where part-time service is involved the gratuity will be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.
- 4 Gratuities shall be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage agreement has been made or who is in a de facto relationship.
- 5 The Employer shall also grant half the normal entitlement to those employees resigning after not less than 10 years' service to take up other employment.
- 6 The calculation of gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.
- 7 For the purposes of calculating the amount of gratuity that the Employer may pay the rate of pay on retirement shall be the basic rates of salary or wages.
- 8 An employee who is granted leave without pay and who remains in the service of the Employer, will, on retirement, have such leave aggregated with other service for gratuity purposes.

### **SCALE OF MAXIMUM GRATUITIES**

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

**Note: These are consecutive rather than working days.**

### **Canterbury District Health Board**

Not applicable

### **South Canterbury District Health Board**

- 1 The Employer may pay a retiring gratuity to staff retiring from the Company
  - (i) Who have had no less than 10 years' service with the Company, or
  - (ii) With the Company or one or more other Companies and with one or more of the following services; the Public Service, or any university in New Zealand.

Provided for employees engaged after 1 July 1992 that only service with Area Health Boards should be recognised.

- 2 For the purposes of establishing eligibility for a gratuity, total Company service may be aggregated, whether this be part-time or whole-time, or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility.
- 3 Where part-time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.

- 4 Gratuities may be paid to the spouse or if no surviving spouse, the dependant child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in fact in a de facto relationship.
- 5 The calculation of gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.
- 6 For the purposes of calculating the amount of gratuity that the Employer may pay, the rate of pay on retirement shall be the basic rate of salary or wages.
- 7 An employee who is granted leave without pay and who remains in the service of the Employer will, on retirement, have such leave aggregated with other service for gratuity purposes.
- 8 **SCALE OF MAXIMUM GRATUITIES**

<u>Period of Total Service</u>	<u>Maximum Gratuity</u>
Not less than 10 years	31 days
Not less than 11 years and up to 25 years	4 days for each full year of service.
Not less than 25 years and up to 40 years	6 days for each full year of service.

Note: These are consecutive rather than working days.

### **Southern DHB (Otago)**

- 1.1 The Employer shall pay a retiring gratuity to employees who retire and meet the following criteria:
- (i) Qualifying age in 1.3 below
  - (ii) Not less than 10 years continuous service with the Employer
  - (iii) The current period of employment commenced on or before 01 February 1999, and has remained continuous since
- 1.2 Retirement means an intention to leave the paid workforce. At the discretion of the Employer, the employee may be required to provide a statutory declaration to this effect.
- 1.3 Qualifying age:**
- (a) Employees are entitled to retire after reaching age 60 years or completing 40 years service if they:
    - (i) were aged 55 years or more at 01 April 1992 and
    - (ii) have been in continuous employment with the Otago DHB and its predecessors since being employed with
      - Cherry Farm Hospital prior to 01 August 1964
      - Department of Health prior to 01 August 1964
      - Public Service prior to 01 August 1964, then continuously with the Department of Health
      - Maniototo, Otago or Vincent Hospital Boards prior to 01 June 1982
      - Waitaki Hospital Board prior to 01 July 1988
      - Waitaki Health District during the period 01 July 1988 to 01 August 1990.
  - (b) Other employees are entitled to retire after reaching age 65 years
- 1.4 **Eligible service**
- For employees who commenced their current service with the Employer on or prior to 03 August 1992, eligible service shall be all service with the Employer, and one or more other Area Health Boards/Hospital Boards and with one or more of the following services: the Public Service, the Post Office, New Zealand Railways or any university in New Zealand.

For employees who commenced their current employment with the Employer after 03 August 1992, service shall be deemed to comprise all periods of employment with the Employer.

- 1.5 For the purposes of establishing eligibility for a gratuity, total service as above may be aggregated, whether this be part-time or whole-time, or a combination of both at different periods. Part-time service is not to be converted to its full-time equivalent for the purpose of establishing eligibility.
- 1.6 Where part-time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.
- 1.7 Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.
- 1.8 Where the employee is within five years of the eligible age for retirement in 1.3 above and is required to leave the paid workforce on medical advice, the Employer shall pay a retiring gratuity. The Employer may require the employee to provide evidence in support of their claim, including relevant medical reports.
- 1.9 The calculation of a gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.
- 1.10 For the purposes of calculating the amount of gratuity, the rate of pay on retirement shall be the basic rates of salary or wages.
- 1.11 An employee who is granted leave without pay and who remains in the service of the Employer, will, on retirement, have such leave aggregated with other service for gratuity purposes.
- 1.12 The parties agree that, in terms of section 30A of the Human Rights Act 1993:
  - (i) the retiring gratuity is a “benefit paid to an employee”
  - (ii) the Employer used “age” on and prior to 01 February 1999 to determine eligibility to the retiring gratuity, and indirectly to calculate the benefit
  - (iii) the retiring gratuity was a written term of the collective agreement that applied on 01 February 1999. To be eligible, therefore, to receive a retiring gratuity, an employee has to have been employed on 01 February 1999 under an employment contract that contained a retiring gratuity provision, and to have remained continuously employed since

## SCALE OF MAXIMUM GRATUITIES

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

\* **NOTE:** These are consecutive rather than working days.

To calculate the gratuity, the following formula is used:

$$\text{Salary} \times \frac{\text{Days entitlement (above)}}{365} \times \text{FTE}$$

### **Southern DHB (Southland)**

#### **32. RETIRING GRATUITIES**

**NOTE:** The provisions of Clause 32 "Retiring Gratuities" shall only apply to Employees employed prior to 1 July 1995.

##### 32.1

- (a) The Employer may pay a retiring gratuity to staff retiring from the board who have had not less than 10 years service with the Employer, and one or more other boards and with the New Zealand Health service.
- (b) Notwithstanding the above, employees of Southland District Health Board employed prior to 24 November 1992 shall continue to have all periods of service recognised prior to that date credited for retiring gratuities purposes while they remain employed by Southland District Health Board.

- 32.2 For the purposes of **establishing eligibility** for a gratuity, total Southland District Health Board service may be aggregated, whether this be part-time or whole-time, or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility.
- 32.3 Where part-time service is involved the gratuity should be calculated to reflect this.
- The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.
- 32.4 Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.
- 32.5 The Employer may also grant half the normal entitlement to those employees resigning after not less than 10 years service to take up other employment.
- 32.6 The calculation of a gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.
- 32.7 For the purposes of calculating the amount of gratuity which a District Health Board may pay the rate of pay on retirement shall be the basic rates of salary or wages.
- 32.8 An employee who is granted leave without pay and who remains in the service of Southland District Health Board, will, on retirement, have such leave aggregated with other service for gratuity purposes.

**TABLES:**

**SCALE OF MAXIMUM GRATUITIES**

	<i>Maximum Gratuity</i>
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

	<i>Maximum Gratuity</i>
Not less than 37 years and less than 38 years	165 days pay
Not less than 38 years and less than 39 years	171 days pay
Not less than 39 years and less than 40 years	177 days pay
Not less than 40 years	183 days pay

**NOTE:** These are consecutive rather than working days.



## APPENDIX 3.2

### SCHEDULE OF MANAGEMENT OF CHANGE CLAUSES BY DHB

#### Nelson Marlborough District Health Board

##### **31. CONSULTATION**

For collective multi DHB management of change processes refer Appendix 1.

- 31.1 The parties accept that change in the Health Service is necessary in order to ensure the efficient and effective delivery of health services. Furthermore the parties recognise that they have a mutual interest in ensuring that health services are provided efficiently and effectively and that all employees have an important contribution to make in this regard.
- 31.2 The Employer acknowledges that regular consultation between the Employer, employees and the New Zealand Public Service Association is desirable on matters of mutual concern and interest. In this regard it is the Employer's intention to continue to provide forums for information sharing and joint problem solving between managers, NZPSA and staff members. Accordingly paid time off will be allowed for NZPSA delegates subject to the prior approval of the Employer.

##### **32. MANAGEMENT OF STAFF SURPLUS**

###### **32.1 Identification of Staff Surplus**

- 32.1.1 When as a result of the restructuring of the whole, or any parts, of the Employer's operations, 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, the options in clause 32.3.1 below shall be invoked and negotiated on a case by case basis between the Employer, the employee and the union.

###### **32.2 Notification**

- 32.2.1 Where such a surplus exists, the Employer will advise the affected employee and the union and give one month's notice of the intended termination of the position.
- 32.2.2 During this period the Employer and the affected employee and the union, will meet to reach agreement on the options appropriate to the circumstances. Where an employee is to be relocated one month's notice shall also be given to employees. A lesser period of notice may be agreed between the parties.
- 32.2.3 The Employer will provide the employee and the union, all relevant information concerning the details of any proposed surplus.

###### **32.3 Options**

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

- \* reconfirmed in the position
- \* attrition
- \* redeployment
- \* leave without pay
- \* enhanced early retirement
- \* retraining
- \* severance

- 32.3.2 The options of "reconfirmed in the position" and "redeployment" will preclude employees from access to the other options. The aim will be to minimise the use of severance. Details of severance provisions are contained in clause 33.2.

### **33.TERMINATION OF EMPLOYMENT**

#### **33.1 Termination or Resignation**

33.1.1 Except in the case of casuals, in the absence of special written agreement between the Employer and the employee two weeks' notice of resignation or termination shall be given by the employee or Employer except in the case of dismissal due to misconduct.

33.1.2 Where the required notice is not given, the defaulting party shall pay a sum equivalent to the wages for the unexpired period of notice.

#### **33.2 Severance**

33.2.1 In the event that the Employer, for the reasons outlined in Clause 32, has to terminate the employee's agreement of employment or employment in any other capacity within the company, then the Employer shall give one months' notice to the employee and the union. During this time the Employer, employee and the union shall meet to discuss the compensation payable, which unless the Employer and employee otherwise agree, shall be:

- (1) 12 per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and
- (2) 4 per cent of the basic 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
- (3) where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.
- (4) 8.33 per cent of the basic salary (T1 rate only) for the preceding 12 months in lieu of notice where one months' notice is not given. This payment is regardless of length of service.
- (5) Service for the purpose of the above clauses means service with the Nelson Marlborough District Health Board providing that the existing qualifying service of employees employed by the Employer prior to the commencement of this agreement is not affected by the coming into effect of this clause.
- (6) The total amount paid to employees under the above provision shall not exceed the basic salary (T1 rate only) the employee would have received between their cessation and the date of their compulsory retirement.

33.2.2 In addition to any severance payment negotiated or calculated in accordance with clause 33.2.1 above, the employee may be paid any gratuity they have qualified for in terms of clause 34.1.

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

- (1) The person acquiring the business or the part being sold or transferred
  - (a) has offered the employee employment in the business or the part being sold or transferred, and
  - (b) has agreed to treat service with the Employer as if it were service with that person and as if it were continuous, and
- (2) 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, or similar, as, or are no less favourable than, the employee's conditions of employment, including:
  - (a) any service related conditions; and
  - (b) any conditions relating to redundancy; and
  - (c) any conditions relating to superannuation.under the employment being terminated; and
- (3) The offer of employment by the person acquiring the business or part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either:
  - (a) in the same or similar capacity as that in which the employee was employed by the Employer, or
  - (b) in any capacity that the employee is willing to accept.

- 33.2.4 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

### 33.3 **Dismissal**

- 33.3.1 Notwithstanding the terms of this agreement the Employer may dismiss an employee at any time immediately by notification in writing if the employee shall be guilty of serious misconduct, as defined in the Nelson Marlborough District Health Board's Disciplinary Policy and Procedures, and following invoking of the Employer's Disciplinary Policy and Procedures.

## **West Coast District Health Board**

### **1. MANAGEMENT OF CHANGE**

For collective multi DHB management of change processes refer Appendix 1.

- 1.1 Regular consultation between the parties to this agreement is desirable on matters of mutual concern and interest.
- 1.2 The aim of mechanisms established for this purpose will be to reach agreement and to make recommendations to management, who will endeavour to take the views of those groups into account as far as possible before making final decisions.
- 1.3 In accordance with the principles contained in (1) and (2) of clause 2, the Employer agrees that the union will be advised of any review (prior to the commencement) which may result in significant changes to either the structure, staffing or work practices affecting employees, and will provide the union with an opportunity to be involved in the review. When the implementation of decisions arising from any such reviews will result in staff surpluses the procedures in clause 2 below shall be adopted.

### **2. STAFF SURPLUS**

- 2.1 When as a result of the 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), and at the conclusion of the processes described in clause 1, 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 (ie. the terms of appointment to their present position), then the options in subclause 2.4 below shall be invoked and negotiated on a case by case basis.

#### **2.2 Notification**

The Employer will advise the union at least one month prior to the date that notice is required to be given to the employee whose position is required to be discharged. Notification of a staffing surplus shall be forwarded to the head office of the union. This date may be varied by agreement. During this period, the affected parties will meet to reach agreement 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 where the circumstances warrant it (and agreement shall not be unreasonably withheld).

- 2.3 The following information shall be made available to the union:
- (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; and
  - (e) availability of alternative positions in the board.
- On request the union will be supplied with relevant additional information where available.

## **2.4 Options**

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

- (a) Reconfirmed in position;
- (b) Attrition;
- (c) Redeployment;
- (d) Leave without pay;
- (e) Enhanced early retirement;
- (f) Retraining;
- (g) Severance.

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in subclause 2.11 will be applied as a package.

## **2.5 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.

## **2.6 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.

## **2.7 Redeployment**

Employees may be redeployed to a new job at the same location within the same occupational class. With the employee's consent, such consent not to be unreasonably withheld, they may be redeployed to a new job or location or occupational class on the West Coast at the same or lower salary. For the purposes of this clause, Greymouth and Hokitika are deemed to be the same location. This clause is not applicable to Administrative workers.

- (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 will be preserved in 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 or cash equivalent paid.
- (c) The redeployment may involve employees undertaking some on-the-job training.

## **2.8 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.

## **2.9 Enhanced early retirement**

- (a) Employees are eligible if they are within 10 years of retirement age and have a minimum of ten years' total aggregated service with the NZ Health Sector but excludes any service with any of the above which has been taken into account for the purposes of calculating any

entitlement to a redundancy/severance/early retirement or similar payment. The existing qualifying service of employees for redundancy purposes who commenced their employment with the Employer before 30 June 1993 will not be effected by the coming into effect of this clause.

- (b) Membership of a superannuation scheme is not required for eligibility.
- (c) The provisions of clause 3 (retiring gratuities) shall apply to those employees employed by the Employer prior to 01/07/98 and in addition, the employee shall receive the following:
  - (i) 8.33 per cent of basic salary (T1 rate only) for the preceding 12 months in lieu of notice. This payment is regardless of length of service; and
  - (ii) 12 per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months service; and
  - (iii) 4 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one up to a maximum of 19; and
  - (iv) where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

*Note: The total amount paid to employees under this provision shall not exceed the total basic salary (T1 rate only) the employee would have received at their retirement.*

  - (v) if the employee has ten or more years' service, the full retiring gratuity set out in the scale contained in clause 3 shall be paid.
  - (vi) outstanding annual leave and long service leave may be separately cashed up.

## 2.10 Retraining

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

It may not be practical to offer retraining to some employees identified as surplus. The Employer will 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 programs, etc.

## 2.11 Severance

Payment will be made in accordance with the following:

- (a) "Service" for the purposes of this subclause means total aggregated service with the NZ Health Sector but excludes any service with any of the above services or with any Board which has been taken into account for the purposes of calculating any entitlement to a redundancy /severance/early retirement or similar payment.

The existing qualifying service of employees for severance purposes who commenced their employment with the Employer before 30 June 1993 will not be effected by the coming into effect of this clause.

- (b) 8.33 per cent of basic salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment is regardless of length of service; and
- (c) 12 per cent of basic 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 basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
- (e) where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

*Note: The total amount paid to employees under this provision shall not exceed the basic salary (T1 rate only) the employee would have received between their cessation and the date of their retirement.*

- (f) if the employee has ten or more years' service and the employee was employed by the Employer prior to 01/07/98, the full retiring gratuity as set out in the scale contained in Appendix 3.1 shall be paid.
- (g) employees with not less than eight years' service but less than ten years' service, shall be paid two weeks' basic salary (T1 rate only).
- (h) employees with not less than five years' service but less than eight years' service, shall be paid one-week's basic salary (T1 rate only).
- (i) outstanding annual leave and long service leave may be separately cashed up.
- (j) 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

(k) **Job search**

The Employer should assist surplus staff to find alternative employment by allowing them a reasonable amount of time off work to attend job interviews without loss of pay. This is subject to the Employer being notified of the time and location of the interview before the employee is released to attend it.

## 2.12 Counselling

Counselling for affected employees and family will be made available as necessary.

## 2.13 Restriction on Staff Surplus Options

Where an employee's employment is being terminated by his or her Employer by reason only of the sale or transfer by the Employer 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 worker if -

- (a) The person acquiring the business or the part being sold or transferred has offered the worker employment in the business or the part being sold or transferred; and
- (b) The conditions of employment offered to the worker by the person acquiring the business or the part of the business being sold or transferred are no less favourable than the workers 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 being sold or transferred is an offer to employ the worker in that business or that part of that business either -
- (i) In the same or similar capacity as that in which the worker was employed by his or her Employer; or
  - (ii) In a capacity that the worker is willing to accept.

## **Canterbury District Health Board**

### **Management of Change**

For collective multi DHB management of change processes refer Appendix 1.

- 1.1 The parties acknowledge that changes in the means of delivery of health services are necessary in order to ensure the ongoing efficient and effective delivery of health services. Furthermore the parties recognise that they have a mutual interest in ensuring that health services are provided efficiently and effectively and that all Employees have an important contribution to make in this regard.
- 1.2 The Employer acknowledges that consultation between the parties to this Agreement is desirable on matters of mutual concern and interest. In this regard the Employer shall provide forums for information sharing and joint problem solving between Managers, duly authorised representatives and Employees. Accordingly reasonable paid time will be allowed for Employee representatives to participate in this process, subject to the prior approval of the Employer.
- 1.3 The consultation process for managing change shall be as follows:-
- 1.3.1 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.
  - 1.3.2 Sufficient information (subject to commercial sensitivity) must be provided by the Employer to enable the party/parties consulted to develop an informed response.
  - 1.3.3 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.
  - 1.3.4 Genuine consideration must be given by the Employer to the matters raised in the response.
  - 1.3.5 The final decision shall be the responsibility of the Employer.
- 1.4 When as a result of the restructuring of the whole, or any parts of the Employer's operations, the Employer requires a reduction in the number of Employees or Employees can no longer be employed in their current position, at their current salary/wage or work location or with their current ordinary hours of work (i.e. the terms of appointment to their present position), then the options in Clause 1.7 below shall be invoked.
- 1.5 The Employer will advise the Employees in the work area affected by the restructuring and their duly authorised representatives of any proposed surplus prior to the date that notice is to be given to Employees whose position/s are surplus. The Employees directly affected and their duly authorised representatives shall meet with the Employer to discuss the options appropriate to the circumstances as they relate to each Employee and the parties shall use their best endeavours to reach agreement on which is the most appropriate option. The aim of all parties is to minimise the use of severance.

- 1.6 On request, Employees and their duly authorised representatives will be supplied by the Employer with relevant information (subject to commercial sensitivity) where this is available.
- 1.7 The following are the options referred to in Clauses 1.4 and 1.5 above:-
- 1.7.1 **Reconfirmed in position/reassignment**  
Where a position is to be transferred into a new structure at a similar level and where there is only one candidate for the position who meets minimum requirements, that Employee is to be confirmed in the position. Where there is more than one candidate the position will be advertised with the appointment made using normal appointment procedures.
- 1.7.2 **Attrition**  
Attrition occurs where Employees leave the organisation and are not replaced.
- 1.7.3 **Redeployment**  
Employees may be redeployed to a new position at the same or lower salary in the same or a new location. Where the position is at a lower salary a "one-off" equalisation allowance will be paid to compensate the Employee for loss of salary. The equalisation allowance will be calculated as the difference between the old and new annual base salaries at the time of redeployment (ie, a differential, once-only payment based on 12 months "loss"). Redeployment may involve Employees undertaking additional training.
- 1.7.4 **Leave without pay**  
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.
- 1.7.5 **Retraining**  
Where a skill shortage is identified the Employer may offer a surplus Employee retraining at the Employer's expense in order to meet that skill shortage.
- 1.7.6 **Enhanced early retirement**  
Employees taking enhanced early retirement will receive a retirement payment calculated in the same manner as severance compensation.
- 1.7.7 **Severance**  
Where the Employer is not able to exercise any of the above options then the Employee's employment shall be terminated with payment of appropriate severance compensation in accordance with Clause 1.8.
- 1.8 Full-time or part-time Employees whose employment is terminated as the result of a staff surplus situation shall receive not less than four weeks' notice or in lieu of such notice shall receive pro rata salary for the period of deficient notice. In the event of severance and subject to Clauses 1.9, 1.10 and 1.11 below, compensation shall be calculated on the basis of six weeks' base salary for the first completed year of service with the Employer and two weeks' base salary for each subsequent completed year of service with the Employer up to a maximum of ten years, provided that the maximum amount of compensation payable shall not exceed a total of 26 weeks' base salary. An Employee with less than one year's service with the Employer shall receive compensation of six weeks' base salary. Part-time Employees receive a pro rata calculation. "Service" for the purpose of this sub-clause means current continuous service with the Employer but excludes any service which has been taken into account for the purposes of calculating any entitlement to a redundancy/ severance/early retirement/gratuity or similar payment.
- 1.9 An Employee shall not be entitled to severance compensation when the Employee's employment is being terminated by the Employer by reason of the sale or transfer by the Employer or a purchaser of the whole or part of the business and the person acquiring the business or part thereof has:
- 1.9.1 offered the Employee continued employment on substantially similar terms and conditions; and



- 1.9.2 agreed to treat service with the person acquiring the business as current continuous service.

This shall include the situation where the Employee accepts new employment with another provider as the result of the reallocation of work by a purchaser (eg: the Health Funding Authority); provided that the Employer shall be obliged to negotiate an appropriate severance arrangement consistent with the equalisation formula stated in Clause 1.7.3 (but at no stage exceeding any compensation which would have been payable under Clause 1.8) where the conditions in Clauses 1.9.1 and 1.9.2 are not offered by the new provider.

- 1.10 No Employee shall be entitled to severance compensation if that Employee is a temporary Employee.
- 1.11 The Employer and the Employee/s or their duly authorised representatives are able to agree on alternative severance compensatory payments to those provided in this clause.
- 1.12 The Employer shall make counselling services available for Employees whose employment is terminated as the result of a staff surplus situation. The nature of and requirements for counselling shall be assessed by the Employer.
- 1.13 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

### **South Canterbury District Health Board**

## **28 CO-OPERATION, CONSULTATION AND MANAGEMENT OF CHANGE**

For collective multi DHB management of change processes refer Appendix 1.

### **29.1 Management of Change**

- 29.1.1** 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.
- 29.1.2** 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:
- (a) improved decision making
  - (b) greater cooperation between Employer and employees; and
  - (c) a more harmonious, effective, efficient, safe and productive workplace.
- 29.1.3** Therefore, the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters.
- 29.1.4** The Employer accepts that employee delegates are a recognised channel of communication between the union and the Employer in the workplace.
- 29.1.5** 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 PSA to allow them to participate in the consultative process so as to allow substantive input.

- 29.1.6** 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.
- 29.1.7** Prior approval of such meetings shall be obtained from the Employer and such approval shall not be unreasonably withheld.
- 29.1.8** The parties agree that meetings will occur regularly between management and PSA delegates. These meetings will enable effective operational and strategic communication and resolution of issues. Each DHB shall establish and/or continue the relevant arrangements in existence at the commencement of this Agreement.

## **29.2 Consultation**

- 29.2.1** 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.
- 29.2.2** 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.
- 29.2.3** 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.
- 29.2.4** Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
- 29.2.5** However, the final decision shall be the responsibility of the Employer.
- 29.2.6** 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.
- 29.2.7** 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 24.3.

## **29.3 Staff Surplus**

When as a result of the substantial restructuring of the whole, or any parts, of the Employer’s operations; either due to the reorganisation, review of work method, change in plant (or like cause), the Employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in sub-clause 24.3.4 below shall be invoked and decided on a case by case basis in accordance with this clause.

- 29.3.1** 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
- (h) any conditions relating to superannuation – under the employment being terminated; and
- (c) The offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either:
- (i) in the same capacity as that in which the employee was employed by the Employer, or
  - (ii) in any capacity that the employee is willing to accept.

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

Where the person acquiring the business does not offer the employee employment on the basis of (a), (b) and (c) above, the employee will have access to the Staff Surplus provisions.

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

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

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

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

**29.3.4** Options – The following are the options to be applied in staff surplus situations:

- (a) Reconfirmed in position
- (b) Attrition
- (c) Redeployment
- (d) Leave without pay
- (e) Enhanced early retirement
- (f) Retraining
- (g) Severance

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in subclause 24.3.11 will be applied as a package.

**29.3.5** 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.

**29.3.6 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.

**29.3.7 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.

**29.3.8 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.

**29.3.9 Retraining**

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

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

(b) If an employee is redeployed to a position which is similar to 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.

**29.3.10 Enhanced early retirement**

(a) Employees are eligible if they have a minimum of ten years' total aggregated service with the employing DHB, its predecessors and one or more other DHB, but excludes any service with any DHB or their predecessor which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any DHBs or their predecessors.

Employees who commenced employment with the current employing DHB prior to 1 April 2005, will retain pre-existing enhanced early retirement provisions (contained in Collective Agreements applying immediately prior to this MECA), which are more favourable than those in this clause.

(b) Membership of a superannuation scheme is not required for eligibility.

(c) The employee shall receive the following:

- i) 8.33 per cent of base salary (T1 rate only) for the preceding 12 months in lieu of notice. This payment is regardless of length of service; and
- ii) 12 per cent of base salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months service; and
- iii) 4 per cent of base salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one up to a maximum of 19; and
- iv) where the period of total aggregated service is less than 20 years, 0.333 per cent of base salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service; and
- v) a retiring gratuity if applicable.
- (vi) Outstanding annual leave and long service leave may be separately cashed up.

**29.3.11 Severance – Payment will be made in accordance with the following:**

- (a) “Service” for the purposes of this subclause means total aggregated service with the employing DHB, its predecessors and one or more other DHB, but excludes any service with any DHB or their predecessor which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any DHBs or their predecessors.  
Employees who commenced employment with the current employing DHB prior to 1 April 2005, will retain pre-existing severance provisions (contained in Collective Agreements applying immediately prior to this MECA), which are more favourable than those in this clause.
- (b) 8.33 per cent of base salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment shall only be made where the requisite notice cannot be given. Notice that is of a lesser period than required by this document shall require the Employer to pay an amount proportionate to the ungiven period of notice. This payment is regardless of length of service; and
- (c) 12 per cent of base salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months’ service; and
- (d) 4 per cent of base salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
- (e) where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.
- (f) a retiring gratuity or service payment if applicable (refer to Schedule X containing each DHB’s Retiring Gratuity provision which is specific to each DHB).
- (g) outstanding annual leave and long service leave may be separately cashed up.
- (h) Where there is an offer of redeployment to reduced hours, an employee may elect to take a pro-rata compensatory payment based on the above severance calculation.
- vi) 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

### 29.3.12 Job Search

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

### 29.3.13 Counselling

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

## **Southern District Health Board (Otago)**

For collective multi DHB management of change processes refer Appendix 1.

### 1. INDUSTRIAL DEMOCRACY AND CONSULTATION

1.1 The Employer, employees and the union recognise that they have a mutual interest in ensuring that health services are provided efficiently and effectively, and that each has a contribution to make in this regard.

The involvement of the union should contribute to:

- improved decision-making
- greater co-operation between union and Employer
- a more harmonious, effective, efficient, safe and productive workplace

Therefore the Employer agrees to the following provisions for consultation, recognition of delegates and access to facilities.

#### 1.2

- (a) The Employer accepts that union job delegates are the recognised channel of communication between the union and the Employer in the workplace.
- (b) Accordingly paid time off shall be allowed for recognised union delegates to attend meetings with management, consult with union members, and other recognised union delegates and officials, to consult and discuss those issues addressed in this clause and clause 2 below (staff surplus, and options for resolving staff surplus).
- (c) Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.
- (d) The amount of time off and facilities provided shall be sufficient to enable full consideration of the issues contained herein.

1.3 Delegate / Management meetings – The Employer and the PSA agree they shall meet at least three monthly to discuss mutually agreed agenda items.

1.4 The Employer, employees and the union accept that change in the Health Service is necessary and on going, in order to ensure the efficient and effective delivery of health services.

1.5 Regular consultation between the Employer, employees and the union is desirable on matters of mutual concern and interest.

1.6 The Employer agrees that the union will be advised of any initiative that may result in significant changes to either the structure, staffing or work practice affecting employees, and will provide the union with the opportunity to be involved.

1.7 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.

**1.8 The consultation process for managing change shall be as follows:**

- (i) 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.
- (ii) Sufficient information (subject to commercial sensitivity) will be provided by the Employer to enable the party consulted to develop an informed response.
- (iii) Sufficient time will be allowed for the consulted party to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.
- (iv) Genuine consideration will be given by the Employer to the matters raised in the response.
- (v) The final decision shall be the responsibility of the Employer.

1.9 When the implementation of the Employer’s decisions may result in surplus positions, or where the employee can no longer be employed in their current position, the procedures in clause 2 (Staff Surplus) below shall be followed, with the options in sub clause 2.1 being invoked and negotiated on a case by case basis between the union and the Employer.

1.10 Notification

The Employer will inform the employee(s) in the affected area(s) and the union of the following:

- (i) The total number of surplus positions
- (ii) Alternate positions that are available
- (iii) The date when the change is effective

1.11 The Employer will provide the union with the names and current positions of those employees potentially affected, who it believes, in good faith, are bound by the agreement. The union will then confirm which employees they represent.

1.12 The Employer will consult with the employees and the union on the process for implementing the decision.

1.13 The Employer will advise the employees and the union at least one month prior to the date that notice is required to be given to employees that their position(s) is/are surplus to requirements. A shorter period may be agreed between the parties.

2. STAFF SURPLUS

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

- i) Reconfirmed in position
- ii) Attrition
- iii) Redeployment
- iv) Leave without pay
- v) Enhanced early retirement
- vi) Retraining
- vii) Severance (including a reduction in an employee’s Full Time Equivalent (FTE) status as a result of a staff surplus)
- viii) Technical Redundancy

Option (i) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When full severance is included, the provisions in sub-clause 2.8 will be applied as a package.

2.2 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.

2.3 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.

2.4 Redeployment - Employees may be redeployed to a new job at the same or lower salary in the same or new location.

- (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) 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); or
- (ii) 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) and will be subject to an employment bond.
- (b) Where the new job is outside the local area where the employee's current position is located, and the Employer agrees to redeploy the employee into the new position, the employee shall be entitled to reasonable travelling expenses and/or expenses associated with the removal of the employee's household incurred through being employed in the new location (travel expenses shall only be reimbursed for up to 12 months).
- (c) 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.
- (d) The redeployment may involve employees undertaking some on-the-job training.

2.5 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.

2.6 Enhanced early retirement -

- (i) Employees are eligible if they are within 10 years of entitlement for GRI and have a minimum of ten years' total aggregated service with the organisations listed in 2.8(a). Service shall have the same definition as in 2.8 (a)
- (ii) Payment shall be made in accordance with 2.8 (b) - (f)
- (iii) Outstanding annual leave and long service leave may be cashed up separately
- (iv) Membership of a superannuation scheme is not required for eligibility

2.7 Retraining -

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

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

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

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

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

- (a) "Service" for the purposes of this subclause 38.8 means total aggregated service with the Employer, and one or more other Crown Health Enterprises or Area Health/Hospital Boards, and with one or more of the following services:



- i) Public Service
- ii) New Zealand Post Office
- iii) New Zealand Railways
- iv) Any University in New Zealand
- v) Any Health Centre in any New Zealand Polytechnic and/or College of Education

but excludes any service with any of the above services or with any other Crown Health Enterprises or Area Health/Hospital Boards which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the above services or from any other Crown Health Enterprises or Area Health/Hospital Boards.

Notwithstanding the above, for employees employed after 2 June 1997, service shall be deemed to be service with Healthcare Otago only and excludes any service that has been taken into account for the purposes of calculating any entitlement to a redundancy severance, early retirement or similar payment.

- (b) 8.33 per cent of basic salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment is regardless of length of service; and
- (c) 12 per cent of basic 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 basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
- (e) Where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

NB: The total amount paid to employees under this provision shall not exceed the basic salary (T1 rate only) the employee would have received between their cessation and the date of their retirement.

- (f) If the employee has 10 or more years' service, the full retiring gratuity as set out in the scale contained in clause 13 shall be paid.
  - (g) Employees with not less than eight years service but less than 10 years service, shall be paid two weeks' basic salary (T1 rate only).
  - (h) Employees with not less than five years service but less than eight years service, shall be paid one week's basic salary (T1 rate only).
  - (i) Outstanding annual leave and long service leave may be separately cashed up.
  - (j) Compensation for reduction in hours - where, as a result of a staffing surplus, employees have had their FTE status reduced, a pro rata compensatory payment based on 2.8 (c)-(e) shall be made.
- (k) Job Search - The Employer should assist surplus staff to find alternative employment by allowing them a reasonable amount of time off work to attend job interviews without loss of pay. This is subject to the Employer being notified of the time and location of the interview before the employee is released to attend it.
- (l) 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

## 2.9 Technical Redundancy

Where an employee's employment is being terminated by his or her Employer by reason only of the sale or transfer by the Employer 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 worker if -

- (a) the person or organisation acquiring the business or the part being sold or transferred has offered the worker employment in the business or the part being sold or transferred; and
- (b) the conditions of employment offered to the worker by the person or organisation acquiring the business or the part of the business being sold or transferred are no less favourable than the worker'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 or organisation acquiring the business or the part of the business being sold or transferred is an offer to the worker in that business or that part of that business either -
  - (i) in the same or similar capacity as that in which the worker was employed by his or her Employer; or
  - (ii) in a capacity that the worker is willing to accept.

Except that when condition (b) is not met the Employer may offer a lump sum payment equivalent to what the difference between the current salary and the new salary would be over a two year period.

2.10 Counselling - Counselling for affected employees and family will be made available as necessary.

### **Southern District Health Board (Southland)**

For collective multi DHB management of change processes refer Appendix 1.

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

## **30. CO-OPERATIVE CONSULTATION PROCESS**

30.1 The parties accept that changes in the means of delivery of health services are necessary in order to ensure the ongoing efficient and effective delivery of health services. Furthermore the parties recognise that they have a mutual interest in ensuring that health services are provided efficiently and effectively and that all employees have an important contribution to make in this regard.

The parties acknowledge that consultation and cooperation between the Employer, employees and their representatives is desirable on matters of mutual concern and interest. In this regard the Employer shall provide forums for information sharing and open discussion between Employers, employees and their representatives. Accordingly reasonable paid time will be allowed for nominated employee representatives to participate in the process, subject to the prior approval of the Employer.

30.2 Consultation process for managing change shall be as follows:

- (a) The initiative being consulted about should be presented by the Employer or employee as a "proposal" intention or "plan" which has not yet been finalised.

- (b) Sufficient information will be provided by the Employer or employee to enable the party/parties consulted to develop an informed response.
- (c) Sufficient time will 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 will be given by the Employer to the matters raised.
- (e) The final decision shall be the responsibility of the Employer.

### 31. **STAFF SURPLUS**

31.1 When as a result of the 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), and at the conclusion of the processes described in Clause 30, 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 (ie the terms of appointment to their present position), then the options in subclause 31.4 below shall be invoked and negotiated on a case by case basis between the employee representative and the Employer.

31.2 **Notification** – The Employer will advise the employee representative at least one month prior to the date that notice is required to be given to the employee whose position is required to be discharged. Notification of a staffing surplus shall be forwarded to the local office of the employee organisation. This date may be varied by agreement between the parties.

During this period, the employee representative and the Employer will meet to reach agreement on the options appropriate to the circumstances. Where employees are to be relocated, at least three months notice shall be given to the employees, provided that in any situation, a lesser period of notice may be mutually agreed between the employee representative and the Employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

31.3 The following information shall be made available to the employee representative:

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

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

31.4 **Options** – The following are the options to be applied in staff surplus situations:

- (a) Reconfirmed in position
- (b) Attrition
- (c) Redeployment
- (d) Leave without pay
- (e) Enhanced early retirement
- (f) Retraining
- (g) Severance

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of Severance. When Severance is included, the provisions in subclause 31.12 will be applied as a package.

31.5 **Restriction on Staff Surplus Options** – Where an employee's employment is being terminated by his or her Employer by reason only of the sale or transfer by the Employer of

the whole or part of the Employer's business, nothing in this contract shall require the Employer to pay compensation for redundancy to the worker if –

- (a) The person acquiring the business or the part being sold or transferred has offered the worker employment in the business or the part being sold or transferred; and
- (b) The conditions of employment offered to the worker by the person acquiring the business or the part of the business being sold or transferred are no less favourable than, the worker'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 worker in that business or that part of that business either –
  - (i) In the same or similar capacity as that in which the worker was employed by his or her Employer; or
  - (ii) In a capacity that the worker is willing to accept.

31.6 **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.

31.7 **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.

31.8 **Redeployment** – Employees may be redeployed into a job at the same or lower salary, in the same or new location.

31.8.1 Where the job is at a lower salary, and equalisation allowance will be paid to preserve the salary at the rate paid in the old job, at the time of redeployment. It is paid on the basis of the difference between the base of the old position and the base pay of the new position for the next two years. This is abated by any subsequent salary increases.

31.8.2 Equalisation is paid pro-rata to the hours worked, if the number of hours in the new job differ from those in the old job.

31.8.3 Equalisation does not apply:

- (a) To the maintenance of any specific payments related to the previous position such as reimbursing allowances; allowances in lieu of additional hours worked, penal time and so on, or
- (b) To the calculation of any additional hours worked or penal time rates within the new position. Any such additional payments shall be calculated as per the contractual terms and rate of pay of the new position.
- (c) If the employee terminates his/her employment in the new position with Southland District Health Board within the two year period.

31.8.4 In exceptional circumstances, Southland District Health Board may agree that it is appropriate for equalisation pay to be paid as a lump sum payment. This decision is entirely at the discretion of the Chief Executive Officer. Southland District Health Board reserves the right to secure the agreement of any individual receiving a lump sum payment, that they agree to bond the payment for a period of two years employment.

31.8.5 Transfer provisions in Clause 28 shall apply.

31.8.6 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.

31.8.7 The redeployment may involve employees undertaking some on-the-job training.

31.9 **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.

#### 31.10 **Enhanced Early Retirement**

(a) Employees are eligible if they are within 10 years of entitlement to Guaranteed Retirement Income and have a minimum of ten years aggregated service with the Employer, and one or more District Health Board's, and within the New Zealand Health Service, but excludes any service identified above which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the above services.

(b) Membership of a superannuation scheme is not required for eligibility.

(c) The provisions of Clause 32 (retiring gratuities) shall apply and in addition, the employee shall receive the following:

(i) 8.33 per cent of basic salary (T1 rate only) for the preceding 12 months in lieu of notice. This payment is regardless of length of service; and

(ii) 12 per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months service; and

(iii) 4 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one up to a maximum of 19; and

(iv) where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

NB: The total amount paid to employees under this provision shall not exceed the total basic salary (T1 rate only) the employees would have received between their actual retirement and the date of their compulsory retirement.

(v) If the employee has 10 or more years service, the full retiring gratuity set out in the scale contained in Clause 32 shall be paid.

(vi) Outstanding annual leave and long service leave may be separately cashed up.

#### 31.11 **Retraining**

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

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

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

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

31.12 **Severance** – Payment will be made in accordance with the following :

- (a) “Service” for the purposes of his clause means total aggregated service with the Employer, and within the Health Service as defined under Clause 18.5 (a)(i), but excludes any service which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the above services.

**Notwithstanding** the above, employees of the Employer employed prior to 24 November 1992, shall continue to have all periods of service recognised prior to that date credited for severance purposes while they remain employed by Employer.

- (b) 8.33 per cent of basic salary (T1 rate only) for the 12 preceding months, in lieu of notice. This payment is regardless of length of service; and
- (c) 12 per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months’ service; and
- (d) 4 percent of basic 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 is less than 20 years, 0.33 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.

NB: The total amount paid to employees under this provision shall not exceed the basic salary (T1 rate only) the employee would have received between their cessation and the date of their compulsory retirement.

- (f) If the employee has 10 or more years service, the full retiring gratuity as set out in the scale contained in Clause 33 shall be paid.
- (g) Employees with not less than eight years service but less than 10 years service, shall be paid two week’s basic salary (T1 rate only).
- (h) Employees with not less than five years service but less than eight years service, shall be paid one-week’s basic salary (T1 rate only).
- (i) Outstanding annual leave and long service leave may be separately cashed up.
- (j) Job Search – The Employer should assist surplus staff to find alternative employment by allowing them a reasonable amount of time off work to attend job interviews without loss of pay. This is subject to the Employer being notified of the time and location of the interview before the employee is released to attend it.
- (k) 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

31.13 **Counselling** – Counselling for affected employees and family will be made available as necessary.

## APPENDIX 3.3

### SCHEDULE OF TELEPHONISTS CLAUSES BY DHB

#### West Coast District Health Board

##### 1. Telephonists

Notwithstanding clauses 4 (relating to hours of work) and 5 (relating to meal periods and rest breaks) above the following special provisions apply to telephonists:

- (a) Telephone attendants or switchboard operators may be employed during any period of each 24 hours; the weekly hours to be made up of five consecutive shifts each not exceeding eight hours per day inclusive of a crib interval of 30 minutes on any day of the seven days, provided that the total hours do not exceed 40 without payment of overtime. Where an employee works a full shift of overtime then such shift shall be inclusive of crib interval of 30 minutes. In order to facilitate shift changes or in cases of emergency occasioned by illness or like special circumstances, the employee's day off need not be consecutive, provided that such separation of days off shall not occur more frequently than once in four weeks.
- (b) Broken shifts may be worked but must be completed within 12 hours computed from starting to finish time, including meal hours. Workers employed on broken shifts shall be paid \$4.23 per week in excess of their usual salary.
- (c) Notwithstanding the provisions of clause 4 where a telephonist cannot be relieved for a crib interval/meal break as specified in those subclauses, the employee shall by mutual agreement with his/her Employer either
  - (i) be paid half an hour at time and a half rate in addition to the full usual payment for the shift, or
  - (ii) be allowed equivalent time off at a later date to be mutually agreed between the Employer and the employee concerned.

##### 2. Shift Allowances - Telephonists

- (a) Telephonists working between the hours of 8pm to 6am from midnight Sunday/Monday to midnight Friday/Saturday shall be paid the relevant allowance in column (C) below for each hour so worked in addition to ordinary pay.
- (b) Telephonists working between the hours of midnight Friday/Saturday to midday Saturday shall be paid the relevant allowance in column (B) below for each hour so worked for the first three hours, and the allowance in column (A) for each subsequent hour in addition to ordinary pay.
- (c) Telephonists working between the hours of midday Saturday to midnight Sunday/Monday shall be paid the allowance in column (A) below in addition to ordinary pay.
- (d) Overtime and shift allowances shall not be paid in respect of the same hours.
- (e) Shift allowances shall not be paid on statutory holidays for which penal rates are payable in accordance with clause 8 of this agreement.



(A) Midday Sat to Midnight Sun/Mon	(B) Midnight Fri/Sat to midday Sat 1 <sup>st</sup> 3 hours	C Midnight Sun/Mon to midnight Fri/Sat
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**Telephonists S3**

35,090	14.887	7.440	3.720
36,500	15.485	7.743	3.871
38,000	16.122	8.061	4.030
39,500	16.758	8.379	4.189
41,282	17.514	8.757	4.378
43,800	18.582	9.291	4.645
45,410	19.266	9.633	4.816

With effect from 6 March 2017	(A) Midday Sat to Midnight Sun/Mon	(B) Midnight Fri/Sat to midday Sat 1st 3 hours	(C) Midnight Sun/Mon to midnight Fri/Sat
35,792	15.185	7.589	3.794
37,230	15.795	7.898	3.948
38,760	16.444	8.222	4.111
40,290	17.093	8.547	4.273
42,108	17.864	8.932	4.466
44,676	18.954	9.477	4.738
46,318	19.651	9.826	4.912

With effect from 5 March 2018	(A) Midday Sat to Midnight Sun/Mon	(B) Midnight Fri/Sat to midday Sat 1st 3 hours	(C) Midnight Sun/Mon to midnight Fri/Sat
36,329	15.413	7.703	3.851
37,788	16.032	8.016	4.008
39,341	16.691	8.346	4.172
40,894	17.350	8.675	4.337
42,739	18.132	9.066	4.533
45,346	19.238	9.619	4.809
47,013	19.946	9.973	4.986

**Team Leader S4**

**Team Leader S4**

With effect from 1 March 2016	(A) Midday Sat to Midnight Sun/Mon	(B) Midnight Fri/Sat to midday Sat 1st 3 hours	(C) Midnight Sun/Mon to midnight Fri/Sat
42,094	17.859	8.929	4.464
43,500	18.455	9.227	4.613
45,000	19.092	9.546	4.773
46,500	19.516	9.758	4.879

48,000	20.364	10.182	5.091
49,511	21.005	10.502	5.251
51,000	21.637	10.818	5.409
52,500	22.274	11.137	5.568
54,462	23.106	11.553	5.776

With effect from 6 March 2017	(A) Midday Sat to Midnight Sun/Mon	(B) Midnight Fri/Sat to midday Sat 1st 3 hours	(C) Midnight Sun/Mon to midnight Fri/Sat
42,936	18.216	9.108	4.553
44,370	18.824	9.412	4.705
45,900	19.474	9.737	4.868
47,430	19.906	9.953	4.977
48,960	20.771	10.386	5.193
50,501	21.425	10.712	5.356
52,020	22.070	11.034	5.517
53,550	22.719	11.360	5.679
55,551	23.568	11.784	5.892

With effect from 5 March 2018	(A) Midday Sat to Midnight Sun/Mon	(B) Midnight Fri/Sat to midday Sat 1st 3 hours	(C) Midnight Sun/Mon to midnight Fri/Sat
43,580	18.489	9.244	4.622
45,036	19.106	9.553	4.776
46,589	19.766	9.883	4.941
48,141	20.205	10.102	5.051
49,694	21.083	10.541	5.271
51,259	21.746	10.873	5.436
52,800	22.401	11.200	5.600
54,353	23.060	11.530	5.765
56,385	23.922	11.961	5.980

The divisor to arrive at the first set of hourly rates (A) is 2357 hours. The second hourly rate (B) is half the first rate and the third hourly rate (C) is half the second hourly.

## **APPENDIX 3.4**

### **SCHEDULE OF LONG SERVICE LEAVE BY DHB**

#### **Canterbury District Health Board**

##### **Special Holidays for Long service Leave**

1.1 A full-time or part-time Employee shall be entitled to special holidays in addition to annual leave as follows:

1.1.1 One special holiday of two weeks after the completion of 15 years of current continuous service with the Employer which shall be taken before the completion of 25 years of current continuous service with the Employer (subject to the note at the end of this clause).

1.1.2 One special holiday of three weeks after the completion of 25 years of current continuous service with the Employer which shall be taken before the completion of 35 years of current continuous service with the Employer (subject to the note at the end of this clause).

1.1.3 One special holiday of four weeks after the completion of 35 years of current continuous service with the Employer which shall be taken before the date of retirement.

1.2 All such special holidays provided for in Clause 1.1 shall be on current salaries, paid pro-rata for part-time Employees for average hours worked, and are to be taken, where possible, in one period at such time as agreed between the Employer and the Employee.

1.3 If an Employee having become entitled to a special holiday leaves her/his employment before such holiday has been taken she/he shall be paid in lieu thereof.

Note: The parties record that as a transitional arrangement Employees who have qualified as at 31 October 1994 for the previous contractual entitlement of four weeks holiday after twenty years (i.e. as expressed in the previously applicable employment contract) whether taken or not and who have had current employment with the Employer since that date shall retain that entitlement but shall not receive the entitlement in Clause 1.1.1 and shall only qualify in Clause 1.1.2 for an additional special holiday of one week and not three weeks. This transitional arrangement shall also apply to Employees who were previously within the coverage of the Healthlink South Maintenance Services Collective Agreement which expired on 31 March 2002 and who qualified for 4 weeks long service leave under Clause 13 of that agreement.

#### **Nelson Marlborough District Health Board**

1 Long service leave, as a one-off period of four weeks' paid leave, is granted to an employee of 20 years service.

##### **2 Eligibility**

2.1 Employees who have completed 20 years continuous service with the Employer may be granted once only four weeks' long service leave, provided that the existing qualifying service of employees employed by the Employer prior to the commencement of this Collective Agreement is not affected by the coming into effect of this clause.

2.2 Continuous service may be broken by periods of up to three months but any break in service of longer than three months shall debar an employee from counting the service prior to that break towards the qualifying period for long service leave.

2.3 Leave without pay in excess of three months (including sick leave without pay) taken on any one occasion cannot be included in the 20 year qualifying period, e.g. an employee who has had in aggregate a year's leave without pay will not qualify for long service leave until 21 years of qualifying service provided that such leave shall be included in the qualifying period where it was granted for:

- (1) Standard New Zealand government bursaries or similar government sponsored awards
- (2) Recognised training courses
- (3) Military service

2.4 Employees who resign or who are dismissed will forfeit any long service leave to which they might otherwise be entitled.

### 3 **Procedures for taking Long Service Leave**

3.1 Long service leave must be taken in one period within five years of qualification and before relinquishment of office, or it will be forfeited, except that an employee recalled from leave because of an emergency is entitled to resume leave after the emergency.

3.2 Payment for long service leave is to be on the same basis of average earnings as applies with annual leave. Average earnings are to be assessed on the basis of the calculation year preceding the leave, and paid out at the commencement of the leave.

3.3 Allowances and other payments which continue during annual leave shall be payable during long service leave.

3.4 Where a public holiday or substituted succeeding day falls during a period of long service leave, the employee is entitled to the holiday which is not to be debited against such leave.

3.5 Part time employees are to receive a pro rata reduction of pay, during long service leave.

4 **Deceased employees** - The Employer may approve a cash payment equivalent to 4 weeks salary to the widow, widower or if no surviving spouse exists, to dependent child(ren) or the estate of a deceased employee who had qualified for long service leave but who had neither taken nor forfeited it under these rules. This payment will be in addition to any grant made under the Retirement Gratuity provisions specified in this agreement.

### **Southern District Health Board** (Otago)

#### 1.1 **Eligibility -**

(a) Employees who have completed 20 years continuous service as defined below may be granted once only four weeks long service leave.

(b) Continuous service is defined as not less than six months continuous service with the following:

Health Service, Public Service, Post Office, Railways, Parliamentary Service Commission formerly Legislative Department, Parliamentary Counsel Office, Armed Forces, Police, Education Boards but only in respect of officers employed in terms of the EDUCATION AUTHORITIES EMPLOYMENT REGULATIONS 1982, and undertakings taken over by Government as going concerns.

(c) Notwithstanding the above, for employees who commence employment with the Otago District Health Board after 20 July 1994, service shall be deemed to comprise all periods of continuous employment with the Otago District Health Board only. A break of employment of not more than one month or a break required to undertake a course of study approved by the Employer shall not constitute a break in continuous service.

(d) Continuous service may be broken by periods of up to three months but any break in service of longer than three months SHALL debar an employee from counting the service prior to that break towards the qualifying period for long service leave. This includes periods of service over three months in an overseas post which are taken after resignation from a hospital or area health board in New Zealand.

- (e) Leave without pay in excess of three months (including sick leave without pay) taken on any one occasion cannot be included in the 20 year qualifying period, e.g. an employee who has had in aggregate a year's leave without pay will not qualify for long service leave until 21 years of qualifying service excepting that such leave SHALL be included in the qualifying period where it was granted for:
- (i) Standard New Zealand Government bursaries or similar Government sponsored awards;
  - (ii) Recognised training courses;
  - (iii) Military service;
  - (iv) New Zealand Government service on secondment or otherwise in the Cook Islands, Niue or Tokelau Islands.

In addition, periods of service in an overseas post while on leave without pay in excess of three months, whether on secondment or not, may qualify as service for long service leave, provided the terms and conditions governing it are determined by the appropriate New Zealand government employing agency and provided the employee concerned has remained, throughout the overseas service, in the employment of the health service or New Zealand Government department. Where staff have served overseas outside normal career patterns in order to carry out a New Zealand government requirement, e.g. special aid assignments, sympathetic consideration will be given to applications for standard long service leave conditions after 20 years service, including a period overseas when an employee was serving the Government by enabling it to fulfil an international obligation.

- (f) Employees who resign (except under 1.2 (b)(ii) or (iv) below) or who are dismissed, except through no fault of their own, will forfeit any long service leave to which they might otherwise be entitled.

## 1.2 Procedures for taking long service leave -

- (a) Long service leave MUST be taken in one period except that an employee recalled from leave because of an emergency is entitled to resume leave after the emergency.
- (b) Except as provided below, long service leave MUST be taken within five years of qualification and before relinquishment of office or it will be forfeited. There are no exceptions to this rule.
- (i) Employees who are within two years of retirement when they qualify may, at the discretion of the Employer, be paid salary for four weeks leave at the time of retirement.
  - (ii) Employees who are aged 60 or more and who give notice of resignation may, at the discretion of the Employer, be paid salary for four weeks leave at the time of their resignation.
  - (iii) The Employer may pay salary for four weeks leave to an employee who retires medically unfit after qualifying for long service leave, but before taking or forfeiting it under these rules.
  - (iv) Employees who have qualified for, but not taken long service leave may, when resigning from the Employer, be paid salary for four weeks. The Employer will not accept liability for long service leave if an employee from another Employer who has qualified for but not taken long service leave commences employment with the Employer.
- (c) Payment for long service leave is to be on the same basis of average earnings as applies with annual leave. Average earnings are to be assessed on the basis of the calculation year preceding the leave, and paid out at the commencement of the leave.
- (d) Allowances and other payments which continue during annual leave SHALL be payable during long service leave.
- (e) Where a public holiday or substituted succeeding day falls during a period of long service leave, the employee is entitled to the holiday which is not to be debited against such leave.

- (f) Reduced hours or part time workers are to receive a pro rata reduction of pay, during long service leave.
- 1.3 Deceased employees - The Employer may approve a cash payment equivalent to four weeks salary to the widow, widower or, if no surviving spouse exists, to dependent child(ren) or the estate of a deceased employee who had qualified for long service leave but who had neither taken nor forfeited it under these rules. This payment will be in addition to any grant made under the Retirement Gratuity Provisions specified in this agreement.

### **Southern District Health Board (Southland)**

**NOTE: The provisions shall only apply to employees employed prior to 1 July 1995.**

A worker having completed 20 years' service with New Zealand Area Health Boards, the Public Service, or Local Bodies, may be entitled, on application, to four weeks leave in addition to his/her annual leave during one year only of his/her subsequent service.

Such leave shall be known as long service leave and shall be taken at a time mutually agreeable to the Employer and the worker concerned.

Payment of long service leave is to be calculated on the basis of average earnings as applies with annual leave under the Holidays Act 1981. Provided that in any event payment shall be at a rate not less than the rate of his/her ordinary pay at the date when he/she begins to take that long service leave.

### **South Canterbury District Health Board**

1 Long Service Leave is defined as a one-off four weeks leave after 20 years of service in addition to annual leave entitlement. Such leave shall be taken in one period and within five years of qualification at a time mutually agreeable to the Employer and the employee.

2 Long Service Leave service date - employees will retain their existing service date as at 1 August 2000 towards the completion of 20 years long service leave. Employees engaged after 1 August 2000 shall only have service with South Canterbury District Health Board recognised.

### **West Coast District Health Board**

#### **14.1 Eligibility**

- (a) Employees who have completed 20 years' continuous service as defined below may be granted once only four weeks' long service leave.
- (b) Continuous service is defined as not less than six months' continuous service with the Health Service.
- (c) Continuous service may be broken by periods of up to three months but any break in service of longer than three months **SHALL** debar an employee from counting the service prior to that break towards the qualifying period for long service leave. This includes periods of service over three months in an overseas post that are taken after resignation from a hospital or area health board in New Zealand.
- (d) **Leave without pay in excess of three months** (including sick leave without pay) taken on any one occasion cannot be included in the 20 year qualifying period, eg., an employee who has had in aggregate a year's leave without pay will not qualify for long service leave until 21 years of qualifying service excepting that such leave **SHALL** be included in the qualifying period where it was granted for:
- (i) Standard New Zealand Government bursaries or similar Government sponsored awards;
  - (ii) recognised training courses
  - (iii) military service;

- (iv) New Zealand Government service on secondment or otherwise in the Cook Islands, Niue or Tokelau Islands.
- (e) Employees who resign (except under (2)(b) and (d) below) or who are dismissed, except through no fault of their own, will forfeit any long service leave to which they might otherwise be entitled.

#### 14.2 Procedures for taking long service leave -

- (a) Long service leave **MUST** be taken in one period except that an employee recalled from leave because of an emergency is entitled to resume leave after the emergency.
- (b) Except as provided below long service leave **MUST** be taken within five years of qualification and before relinquishment of office or it will be forfeited. There are no exceptions to this rule.
  - (i) Employees who are within two years of retirement when they qualify may, at the discretion of the Employer, be paid salary for four weeks' leave at the time of retirement.
  - (ii) Employees who are eligible to receive national superannuation payments and who give notice of resignation may, at the discretion of the Employer, be paid salary for four weeks' leave at the time of their resignation.
  - (iii) The Employer may pay salary for four weeks' leave to an employee who retires medically unfit after qualifying for long service leave, but before taking or forfeiting it under these rules.
- (c) Payment for long service leave is to be on the same basis of average earnings as applies with annual leave. Average earnings are to be assessed on the basis of the calculation year preceding the leave, and paid out at the commencement of the leave.
- (d) Allowances and other payments which continue during annual leave **SHALL** be payable during long service leave.
- (e) Where a public holiday or substituted succeeding day falls during a period of long service leave, the employee is entitled to the holiday which is not to be debited against such leave.
- (f) Reduced hours or part-time workers are to receive a pro rata reduction of pay, during long service leave.

#### 14.3 Deceased employees

The Employer may approve a cash payment equivalent to four weeks' salary to the widow, widower or if no surviving spouse exists, to dependent child(ren) or the estate of a deceased employee who had qualified for long service leave but who had neither taken nor forfeited it under these rules. This payment will be in addition to any grant made under the Retirement Gratuity Provisions specified in this agreement.

**Schedule 3.5**  
**Southern DHB (Otago) Hours Of Work**

The ordinary hours of for full time administrative employees shall either be 37 and one half hours per week and seven and one half hours per day, or 40 hours per week and eight hours per day. Where an employee's normal hours are based on a 37 and one half hour week, their hours shall not be changed to those based on a 40 hour week without their agreement. New positions shall be offered on the basis of either the 37 and one half hour week or the 40 hour week at the Employer's discretion.

With the exception of shift workers, the ordinary hours of work shall be worked on Monday to Friday, and normally between the hours of 7.30 am and 6.00 p.m., although an extended range of "clock hours" may be agreed with employees where the requirements of the service justify this.

Where employees are employed to work shifts, the ordinary hours of work may be worked between Monday to Sunday, over the full 24 hour period of the day. Employees employed to work shifts includes Telephonists, and administrative employees in the Clinical Records, Admissions, Enquires, and Emergency Services.

Telephonists working night shift who are unable to be relieved for their meal break shall, at the discretion of the Employer either be paid a meal allowance or be provided with a meal. Adequate provision shall be made for the relief of the night telephonist for the purposes of using the convenience.

A night shift employee working in the Emergency Service who is unable to be relieved from work for a meal break shall be allowed to have a meal on duty. As the employees are to remain accessible in case they are needed during this time, they will be paid a half hour at the appropriate overtime rate (ie, the duty period will remain seven and a half or eight hours, plus a half hours overtime).

**Annual Salary for 37.5 hours per week employees**

The annual gross salary in clause 6 shall be divided by 2086 hours to obtain the hourly rate, which is then multiplied by 1955 to obtain the annual salary for a full time administrative employee employed to work based on a 37 and a half hour week. Part time employees will be paid this salary, but on a pro rata basis.

**Overtime for "37 and a half hour week" employees**

Overtime is calculated on a daily basis. All work performed in excess of 7½ hours per day, but less than 8 hours per day, shall be paid at T1 overtime rate. All work performed outside or in excess of eight hours per day or 40 hours per week shall be paid at the overtime rates specified in the main body of the Agreement.



**Schedule 3.6**  
**Southern DHB (Otago) Penal Rates**

**Weekend Penal Rates:** All ordinary time hours worked on Saturdays shall be paid at time and a half (T1.5) for the first three hours and double time (T2) thereafter, and ordinary time hours worked after noon on Saturday and time worked on Sunday shall be paid at double time (T2) rates (except that all ordinary time hours worked on a public holiday falling in a weekend shall be paid at double time (T2) rates as specified in the main body of the Agreement.

**Night Penal Rates:** An employee who works ordinary time hours between 8.00 p.m. and 6.00 am will be paid at the rate of time one-quarter (T0.25) in addition to the ordinary time rate for all hours which so fall, provided that:

- (a) The minimum payment under this provision shall not be less than payment for two hours at the time one-quarter rate, even if the part of a shift which falls between the hours of 8.00 p.m. and 6.00 am is less than two hours;
- (b) Night rate is not to be paid when overtime is being worked.

**Schedule 3.7**  
**Nelson Marlborough Penal Rates**

Nelson Marlborough DHB staff who are covered under the “Nelson Marlborough DHB Collective Employment Agreement-Clerical Staff 1 September 2004 to 30 June 2005” and who currently have shift allowances paid to them pursuant to clause 4.4 that MECA shall continue to have those shift allowances paid to them in accordance with clause 4.4 of that MECA in substitution of the relevant penal rates contained in the current MECA.”

This provision shall be applied in accordance with the requirements of the Holidays Act 2003 and its amendments.

These clerical staff to whom the shift allowance are grandparented are as follows:

HOCKEY Jennifer Anne  
LAWSON Jennifer Vincent  
TAYLOR Campbell Alexander  
JAMIESON Beth  
WELLS Florence Beth  
SNALAM Glenda Patricia  
GROOM Diane Judith  
KAVENEY Natalie Lisa

## APPENDIX 4

### Merit Criteria

The following merit criteria applies to all employees with the exception of Clinical Coders who are eligible to apply for a merit increase.

#### **Management of Expectations**

This process applies to employees who are eligible for merit progression as set out in the salary scales.

It is recognised that given the various requirements of individual positions, not all roles will have the ability to progress through the complete range of merit steps available for that position's category.

The non-initiation of the merit process by either party will not be seen as a breach of the collective agreement or a breach of good faith.

#### **Setting Objectives**

The employee should agree with their Line Manager the objectives for merit progression no later than three months after their salary anniversary date. If the objectives are not agreed within three months any merit increase would apply 12 months after the date the objectives are agreed.

#### **Application for Merit Increase**

Either the Employee (in writing) or their Line Manager can initiate the application for a merit step. Applications for merit step increases will only be considered if submitted within three months from the review date.

If unsuccessful in achieving a merit step, the next application for a merit increase can not be initiated until the next salary anniversary date.

The employee must meet the following criteria:

##### **Performance Appraisal**

- The employee consistently meets the requirements of both the job description and any previously set performance objectives as agreed between the employee and their manager (as part of the performance appraisal process). The employee applies the necessary skills in the appropriate way to achieve job goals and is meeting their obligations as an employee of the DHB.
- Performance appraisal must occur for all employees on an annual basis. An employee's merit process shall not be prejudiced where the process has not occurred for them through no fault of their own.

In addition to meeting the requirements of the performance appraisal the employee must meet number 1 and at least two of the other criteria below:

##### **Advanced Administrative /Administration Staff Competencies**

- 1) The Employee's performance exceeds that which would normally be expected of a competent employee in a naturally evolving role. The employee is a positive role model for his/her peers.
- 2) The employee has undertaken additional studies to develop new skills specific to their role (must be approved by the Manager) and applied these to their role.

##### **Leadership Competencies**

- 3) The employee demonstrates leadership competencies and consistent leadership behaviour in accepting additional responsibilities above those normally expected of a competent employee in a naturally evolving role;
- 4) The employee is regularly utilised as a resource person (within the parameters of the role) due to general recognition of achieving excellence within the role.

##### **Organisational Development**

- 5) The employee has completed agreed significant initiatives to improve the quality of the team or department.
- 6) The employee has undertaken agreed initiatives to progress DHB objectives within the context of the role.

The performance required to achieve successive merit step increases shall be at a higher level. Employees need to maintain and build on performance in order to progress from one merit step to another. Accordingly, new and agreed examples of evidence must be provided.

**Approval**

Based on the above process any merit adjustment recommended by the Line Manager (or equivalent) must require authorisation by the General Manager (or equivalent). The employee can make a submission to the decision maker in support of their application.

If the application is not approved then the General Manager (or equivalent) will provide their reasons in writing to the employee.

The decision on whether or not the employee has met the criteria is at the discretion of the Employer.

## **EXAMPLES OF THE EVIDENCE REQUIRED TO MEET MERIT CRITERIA**

Listed below are examples of what employees may need to demonstrate to be recommended for a merit step increase. This is not an exhaustive list and DHBs can add specific and agreed actions that are relevant to their workforce.

### **Performance Appraisal**

- Satisfactory performance appraisal report/letter from Team Leader or Manager.
- Evidence that each of the performance objectives set during the year have been met.
- Organisational values and behaviours have been fully met and consistently demonstrated.

Not all the following examples will be relevant or appropriate for all DHBs.

### **Advanced Administrative Staff Competencies**

- Has demonstrated high and sustainable productivity and accuracy as shown in their tracking/quality audits or output report.
- As agreed with their supervisor, has acquired a new skill, improved or further developed an existing skill, either by attending a course or via some other means, and has applied this new skill to their job consistently throughout the preceding year.
- Has been able to competently utilise their skills to provide cross-cover in a number of different positions in the work area/department, e.g. staff have rotated around several positions in their department or other departments.
- Has stepped outside their role, helps out proactively within or outside their team or department and undertakes special projects/secondment.
- Has helped resolve interpersonal difficulties and consistently promotes a positive team environment.

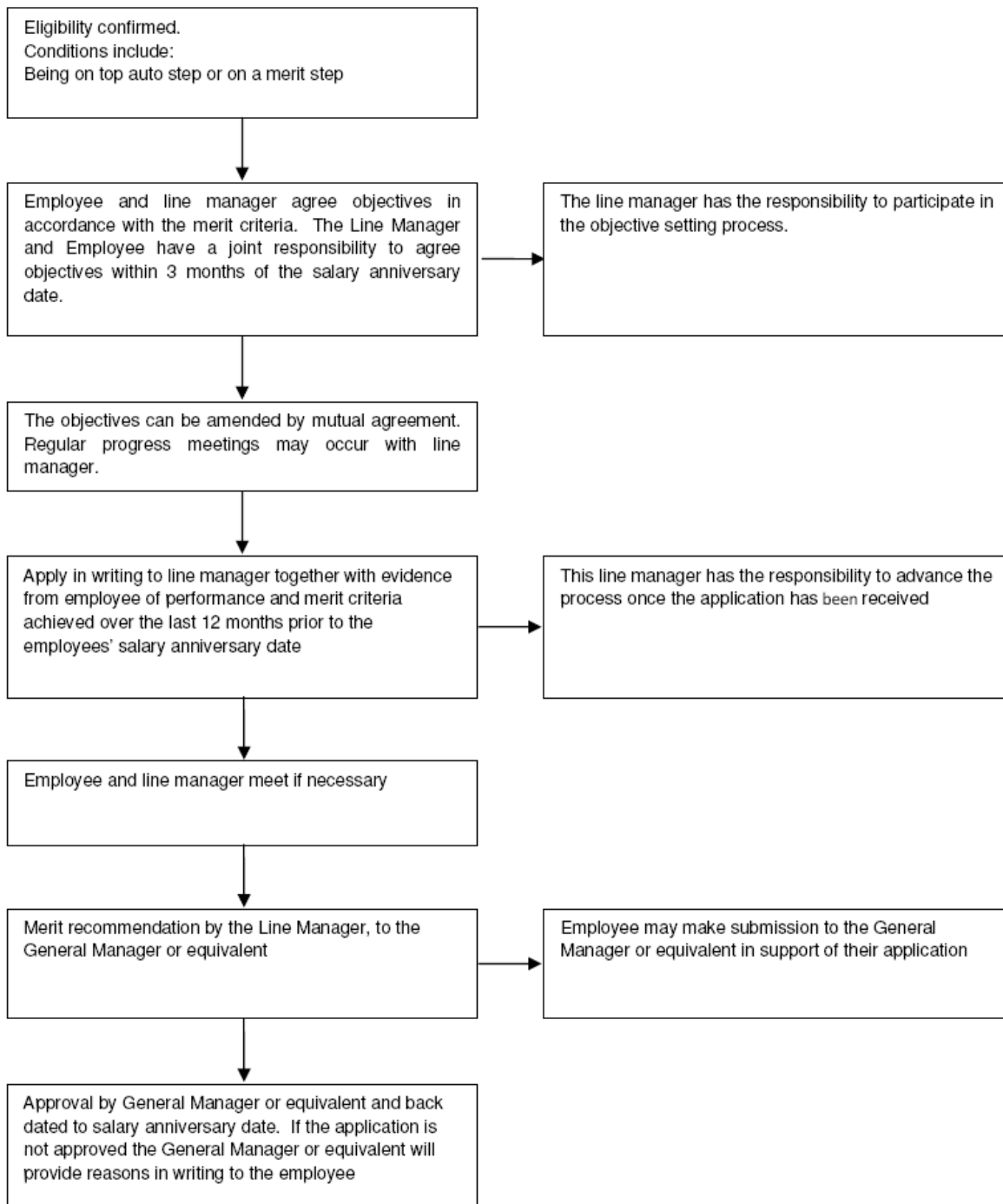
### **Leadership Competencies**

- Has been clearly given responsibility for supervising staff in the absence of a Team Leader.
- Has co-ordinated work of others in the team while the Team Leader is not present.
- Has provided evidence that their positive, "can do" attitude has consistently assisted with improving either team or an individual's morale/performance.
- Has proven expert knowledge of processes and systems within the work area or has superuser / expert status in a range of computer applications and has been able to successfully impart their knowledge to others.
- Has built organisational capability by helping other people to grow e.g. supports new staff by clarifying expected behaviour, skills and work outcomes by seeking and giving information and checking for understanding.
- Has been the administrative staff representative on a team working on a specific project/initiative in the District Annual Plan.
- Has generated innovative solutions by trying different ways to deal with problems and opportunities.

### **Organisational Development**

- Has represented administrative staff on significant projects to ensure that advice regarding resource requirements is provided.
- Has identified ways that waste can be eliminated and has assisted with the successful implementation of these in their work area.
- Has attended a course, or has been a administrative representative on a significant project and has made a presentation to team meeting about the activity they have been involved in or provided training to staff prior to implementing a new system.
- Has been appointed as Fire Warden and/or Health and Safety Representative and has advanced knowledge of emergency procedures and can advise other staff on processes.
- Because of the employees advanced knowledge of the computer applications in the area, has been selected to do user-acceptance testing and represent users on project teams for up-grades.

## Administrative Merit Application Pathway from 1 April 2012



## **APPENDIX 5**

The parties to the PSA South Island Administrative MECA agree that, during the term of the MECA, they will work to review and consolidate as far as possible the Management of Change provisions of the document. There is no intention to reduce or increase costs or liabilities in respect of the operation of these provisions as a result of the exercise.

## **APPENDIX 6**

### **Lump Sum**

During the translation process it was agreed that some employees who translate to either a merit step or to top of the automatic step and would be financially worse off than had we just agreed to a % increase to the current salary rates. It was agreed that these employees would receive a lump sum payment calculated on the basis of what they would have received on their current salary rate had it been increased by 4%, minus any increases they would receive as a result of translation on to the new salary band. The total lump sum calculated to the end on the term of the document. The payments would be made on 7 March 2017.