

**District Health Boards**

**And**



**Multi-Employer  
Collective Agreement**

**25 June 2018 to 14 June 2021**

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# DHBs/E tū Multi-Employer Collective Agreement

## 1.0 Parties

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

BETWEEN:

Northland, Waitemata, Auckland, Counties Manukau, Waikato, Bay of Plenty, Lakes, Taranaki, Hawke's Bay, Whanganui, Wairarapa, Hutt, Capital Coast, West Coast, Canterbury, South Canterbury, Southern DHB, Tairāwhiti DHB.

**District Health Boards (The "Employers")**

And

**E tū (The "Union")**

## 2.0 Coverage and Application

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

2.2 The Agreement shall apply to those employees appointed by the employer to positions coming within the classifications provided for in the agreement. The coverage shall not apply to employees employed as managers.

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

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

2.4 Classifications within the agreement.

(i) Employees engaged in food services, orderly/attendant services, security services, cleaning/domestic services, laundry services and home services in the following positions:

Cleaner, domestic, housekeeper, laundry hand, orderly/attendant, security orderly, deputy head orderly/co-coordinator, kitchen hand, café assistant, food service assistants, cook, chef, menu clerk/collators, security officer, home/home care worker, supervisors, team leaders, porters, head orderlies, catering assistants, baristas, building co-ordinators, drivers and home aides or the equivalent of any such work.

2.5 A new employee employed in a position covered by this agreement shall be employed under the terms and conditions of the agreement in accordance with Section 62 of the Employment Relations Act 2000.

2.6 At the time when a new employee commences employment the employer will inform the employee:

- i) That the Collective Agreement exists and covers work to be done by the employee; and
- ii) That the employee may join the union that is a party to the collective agreement; and
- iii) About how to contact the union and any appropriate union material that the union supplies to the employer for giving to new employees.

2.7 The orientation of a new employee shall include an introduction to the relevant union workplace delegate

### **3.0 Term**

3.1 This Agreement will commence from 25 June 2018 and expire on 14 June 2021.

### **4.0 Variation**

4.1 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 Employers and the union).

### **5.0 Savings**

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

## **6.0 Non – Waiver Understanding**

- 6.1 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 the matter, or any other matter, either then or in the future.

## **7.0 Definitions**

“Annual base salary” – the hourly rate multiplied by 2086 for a full time employee, pro rata for part time employees.

“Casual employee” means an employee who has no set hours or days of work and who is normally asked to work as and when required. Casual employees cannot be used to replace genuine permanent or temporary situations except to meet business requirements when no other alternative is available. Casuals are entitled to be paid in accordance with Clause 10.

“Duty/shift” means a single, continuous period of work required to be given by an employee, excluding on-call and call-back. A duty shall be defined by a starting and finishing time. Duties shall be morning (AM), afternoon (PM) duties or night duties. When a major part of a duty falls on a particular day, the whole duty shall be regarded as being worked on that day.

“Employer” means the relevant district health board employing the particular employee.

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

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

“A home-based worker means an employee whose work primarily involves providing care and support services as defined in section 5 of the Care and Support Workers Pay Equity (Settlement) Act 2017.

“Night Duty” means any duty in which part of the duty is worked between midnight and 5:00am on any day of the week.

“Ordinary time” - T1 refers to the ordinary hourly rate of pay; and T1.5 refers to one and a half times the ordinary hourly rate of pay; and T2 refers to double the ordinary hourly rate of pay.

“Part-time employee” means an employee, who is employed on a permanent basis but works less than the ordinary or normal hours prescribed in this Agreement. Any wages and benefits, e.g. leave, will be

pro rata according to the hours worked unless specifically stated otherwise in this Agreement. When additional shifts are required, as a general principle preference will be given in the first instance to part-time employees.

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

From 1 October 2013 continuous service means any period of service with the same employer provided service is not broken by more than three calendar months or by reason of redundancy in which the employee has received redundancy compensation.

“Service”, except where otherwise defined in the applicable clause, means the current/continuous service with the employer (previously known as Hospital and Health Services, Crown Health Enterprises, Health Boards and Hospital Boards) and service with a hospital contractor that the employer has already recognised.

This definition cannot be operated to retrospectively claim service with a Hospital Contractor that is not already recognised.

“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.

“Southern DHB” is the entity created by the merger of Otago/Southland DHBs. Any clauses or 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.

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

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

“Week” is defined as midnight Sunday/Monday to midnight Sunday/Monday, for the purpose of calculating the pay week and “fortnight” has a corresponding meaning involving two successive weeks.  
“SS3 Max” A Supervisor who supervises other supervisors, with or without a Level 2 or Level 3 qualification can progress through the salary scale to Grade 6 or be appointed directly to Grade 6 using cl 10.10.

## 8.0 Hours of Work

The parties note that the Health & Safety at Work Act 2015 requires the employer to take all practical steps to prevent harm occurring to employees from the way work is organised. In designing and implementing shift rosters to meet service needs the employer recognises the disruption, personal health effects and fatigue associated with shift work. The employer will endeavour to ensure safe staffing levels and appropriate skill mix in work areas to meet their operational requirements and endeavour to minimise the disruption, personal health effects and fatigue associated with shift work.

- 8.1 The ordinary working hours of an employee employed full-time shall be 80 per fortnight.
- 8.2 Employees will normally work 8 hours a duty, except that part-time employees by mutual agreement between the employer and the employee, may work duties of no less than 3 hours. (Individual DHB and the Union can agree variations to less than the three hours that will be recorded in writing and signed).
- 8.3 The pay period shall commence at midnight Sunday/Monday. When a major part of a shift falls on a particular day, the whole shift shall be regarded as being worked on that day.
- 8.4 (i) Every employee shall have two periods of at least 24 hours off duty each week, and except in the case of emergencies or by agreement, these shall be consecutive. Employees are not required to work on their rostered days off i.e. on days 6/7 of their week.  
  
(ii) These off-duty periods may fall separately no more than once every four weeks for the following reason: at the request of the employee or to facilitate the roster.
- 8.5 (i) A break of at least nine continuous hours must be provided wherever possible between any two periods of duty of a full shift or more.  
  
(ii) Periods of a full shift or more include (a) periods of normal rostered work; (b) periods of overtime that are continuous with a period of normal rostered work; or full shifts of overtime/call back duty.  
  
(iii) The requirement to provide a break wherever possible applies whether or not any penalty payment will apply under the provisions of this clause.

- (iv) If a break of at least nine continuous hours cannot be provided between periods of a full shift, the shift is to be regarded as continuous and paid at overtime rates; until a break of at least nine continuous hours is taken, with proper regard to the time at which it occurs and the amount of overtime which precedes it.
  - (v) If a call back of less than a full shift is worked between two periods of duty of a full shift or more, a break of nine continuous hours must be provided, either before or after the call back. If such a break has been provided before the call back, it does not have to be provided afterwards as well.
  - (vi) Time spent off duty during ordinary working hours solely to obtain a nine-hour break, shall be paid at ordinary time rates. Any absence after the ninth continuous hour) of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.
  - (vii) Overtime and penal rates shall not be paid in respect to the same hours the higher rate will apply.
- 8.6 Notwithstanding the foregoing conditions staff may be permitted to change shifts one with another by mutual arrangement and with the prior approval of the manager. Overtime or other penalty provisions shall not apply in these instances.
- 8.7 Where the employer requires employees to attend classes of instruction or examinations as part of their education, the time so occupied shall be deemed to form part of their hours of work.
- 8.8 Employees will not be required to change between day and night duties more than once in any 80-hour fortnight except in cases of emergency or by mutual agreement should the employee, on a one-off basis, request a more frequent change.
- 8.9 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.

#### 8.10 Changing Time

Where an employee is required by the employer to wear specific uniform/protective clothing in a particular area and is not permitted to wear that uniform/protective clothing other than within the precincts of the hospital, the employee shall be allowed a period of six minutes, both at the commencement and cessation of each duty, as changing time.

8.11 Where the employer clearly identifies that permanent alterations in staff hours are required the hours of work may be varied by agreement between the employees affected, the E tū and the employer. Such agreement shall be in writing and signed.

8.12 Duty hours must be consecutive except for unpaid meal breaks, the duration of which shall not be greater than one hour.

8.13 Rosters will be published not less than 14 days prior to commencement of the roster provided that less notice may be given in exceptional circumstances. Rosters posted will show duties for a minimum 14-day period. Changes in rosters once posted shall be by mutual agreement. To facilitate roster preparation, where possible requests for annual leave should be made at least 14 days prior to the publication of the roster. The employer will respond to any employee notice within 5 days of it being submitted.

8.14 In specific instances, i.e. shifts of longer or variable lengths, the ordinary hours for a full time employee can be averaged over a roster cycle of greater than one fortnight e.g. an employee who works 12-hour shifts may work 120 hours over a 3-week roster and be considered fulltime. No employee shall be required to work more than a 12-hour rostered shift.

(a) Alternative hours of work may be implemented by agreement between the employer, the employees directly affected and the E tū. Such agreement shall be in writing and signed by the representatives of the parties. It is recognised that some areas may continue to utilise the standard eight-hour roster alongside the 10/12 hours rosters. An employee who elects to opt out of working 10/12 hour rosters shall give a minimum of four weeks notice. If a party to this Agreement wishes, for health and safety reasons, to change the above roster patterns, they shall engage in a process of consultation consistent with Clause 40 in order to do so.

(b) 10 and 12-hour shifts are not recommended as a standard rostering pattern and shall occur only where clear clinical / service rationale supports this practice. Such shift patterns shall not compromise those employees who elect to work an eight-hour roster.

- (c) Any 10 and 12 hour shifts shall be subject to (a) above.
- (d) Every employee shall have at least 2 consecutive 24 hour periods off duty each week. No employee working 10 hours per rostered shift shall work more than five consecutive duties. Where five consecutive 10 hour duties are worked, the employee must then have a minimum of 3 consecutive 24 hour periods off duty. No employee working 12 hours per rostered shift shall work more than 4 consecutive duties. Where 4 consecutive 12 hour duties are worked, by agreement with the employee, then the employee must then have a minimum of 4 consecutive 24 hour periods off duty. It is recognised that 3 consecutive 12 hours shifts is the preferred maximum. Where 3 consecutive 12 hour shifts are worked, the employee must have a minimum of 3 consecutive periods 24 hours off duty. Notwithstanding the foregoing, these off duty periods may fall separately no more than once every four weeks at the request of the employee or to facilitate rostering.
- (e) Meal Breaks and rest periods shall be observed in accordance with clause 9.0. In addition, an employee who works a 12 hour shift shall be allowed two meal breaks, one paid and one unpaid, each of not less than half an hour. The second meal break is to be taken after having worked eight hours of the shift. Such meal breaks shall be arranged to be spaced as near as possible at equal intervals.
- (f) Minimum breaks between duties: No 12 hour roster shall contain breaks between duties of less than eleven consecutive hours. No 10 hour roster shall contain breaks between duties of less than nine consecutive hours. If the actual breaks are not achieved then the payment provisions of the overtime clause 11.0 shall apply. Note: If the employee requests a lesser break, the overtime payments will not apply.
- (g) Overtime - the following payments shall apply:
  - (i) Ten hour shifts: T1 .5 after 10 hours for the 11th hour, then T2 for all hours worked thereafter;
  - (ii) Twelve hour shifts: T2 for all hours worked in excess of a rostered 12 hour shift;
  - (iii) For those fulltime employees working 12 hour shifts, overtime shall apply after 120 hours averaged over 3 weeks (Clause 11.1 shall apply);
  - (iv) For all other employees working alternative hours of work, overtime shall apply after 80 hours per fortnight (Clause 11.1 shall apply).

- (h) Annual Leave / Sick Leave: each day of annual leave or sick leave shall be calculated and paid according to the number of hours rostered to work on the day of such leave.
  - (i) Every employee who completes one year on alternative hours of work as above shall receive one-week shift leave in place of the provisions set out in clause 19.9.
- 8.15 No employee shall be required to work more than 12 consecutive hours where their normal shift is of 8, 10 or 12 hours duration except in an emergency.
- 8.16 Wherever possible an employee changing duties on consecutive days shall be rostered off for a minimum of 12 consecutive hours.

## **9.0 Meal Breaks and Rest Periods**

- 9.1 Except when required for urgent or emergency work and except as provided in 9.2 below, no employee shall be required to work for more than five hours continuously without being entitled to a meal break of not less than half an hour. There will be only one meal break of not less than half an hour during a 10 hour shift.
- 9.2 An employee unable to be relieved from work for a uninterrupted meal break shall be entitled to have a meal while on duty and this period shall be regarded as working time.
- 9.3 Except where provided for in 9.2 above an employee unable to take a meal after five hours, half-ordinary time shall be paid as a penalty payment from the expiry of five hours until the time of taking the meal break.
- 9.4 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, and the equivalent breaks for night duty where these occur during duty, shall be recognised as time worked.
- 9.5 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer. Where it is impractical to supply tea, coffee, milk and sugar free of charge, an allowance of \$5.00 per week in lieu shall be paid. This allowance shall continue during all periods of leave except leave without pay.

## 10.0 Remuneration

10.1 (a) The following hourly rates of pay shall apply to the respective positions below:

### **Orderlies, Attendants, Cleaners, Laundry, Kitchen Hands**

Grade		25 June 18	25 March 19	30 March 20	29 March 21
4	NZQA Level 3 Qualification	\$21.20	\$22.70	\$24.08	\$25.58
3	NZQA Level 2 Qualification	\$20.19	\$21.61	\$22.92	\$24.34
2	12 months No qualifications	\$19.05	\$20.40	\$21.63	\$22.98
1	Commencement No qualifications	\$17.40	\$18.60	\$19.70	\$20.90

### **Designated Security Officer/Security Orderlies**

Grade		25 June 18	25 March 19	30 March 20	29 March 21
4	NZQA Level 3 Qualification	\$21.70	\$23.20	\$24.58	\$26.08
3	NZQA Level 2 Qualification	\$20.69	\$22.11	\$23.42	\$24.84
2	12 months No qualifications	\$19.55	\$20.90	\$22.13	\$23.48
1	Commencement No qualifications	\$17.90	\$19.10	\$20.20	\$21.40

### **Cooks/Menu Processors/Collators**

Grade		25 June 18	25 March 19	30 March 20	29 March 21
4	NZQA Level 3 Qualification	\$23.20	\$24.70	\$26.08	\$27.58
3	NZQA Level 2 Qualification	\$22.19	\$23.61	\$24.92	\$26.34
2	12 months No qualifications	\$21.05	\$22.40	\$23.63	\$24.98
1	Commencement No qualifications	\$19.40	\$20.60	\$21.70	\$22.90

## Supervisors

Grade		25 June 18	25 March 19	30 March 20	29 March 21
4	NZQA Level 4 Qualification	\$25.70	\$27.20	\$28.58	\$30.08
3	NZQA Level 3 Qualification	\$24.69	\$26.11	\$27.42	\$28.84
2	NZQA Level 2 qualifications	\$23.55	\$24.90	\$26.13	\$27.48
1	Commencement No qualifications	\$21.90	\$23.10	\$24.20	\$25.40

- (b) An employee required to relieve a position qualifying for a higher rate of pay shall be paid an additional allowance of \$2.50 per hour for all hours worked in that position.
- (c) Employees designated as trainers or assessors shall be paid a minimum of the step on the supervisors scale appropriate to their qualification/non-qualification, but only for the hours worked training or assessing enrolled trainees.
- (d) From 25 June 2018, employees with or without qualifications will transfer over to the appropriate grade on the appropriate scale in sub-clause 10.1(a) above except for those described in sub-clause 10.1(e).  
**Transition** – Employees with relevant qualifications as at 25 June 2018 shall be deemed to have 12 months relevant experience for the purposes of placement on the scale.
- (e) Those employees without qualifications who were grand-parented in 2013 to step 5 of the District Health Boards and E tū Multi-Employer Agreement 2013-15, will transfer over to Grade C on the appropriate scale in sub-clause 10.1 (a) above.
- (f) (i) Where an employee, except a supervisor, commences employment after the effective date of this Agreement with no qualification s/he shall start on Grade A of the appropriate scale in sub-clause 10.1(a) above and will progress to Grade B after the completion of 12 months current continuous service. New employees who start with a relevant qualification, but without 12 months service or relevant experience, will start on the grade below their qualification until they reach 12 months service or relevant experience.
- (f) (ii) Employees who successfully achieve a relevant qualification as attested by their NZQA record of learning, and who have less than

12 months service or relevant experience, will remain on their current grade and progress through to the appropriate qualification grade on their anniversary date.

- (f) (iii) Employees who successfully achieve a relevant qualification, as attested by their NZQA record of learning, and who have 12 months service or relevant experience, will move to the appropriate qualification grade immediately.
- (f) (iv) From 25 June 2018 supervisors will be paid on the grade appropriate to their relevant qualification provided they have 12 months service or relevant experience, noting that Grade D is reserved for supervisors with a relevant front-line management qualification at level 4 or higher and 12 months service or relevant experience. New employees who start with a relevant qualification, but without 12 months service or relevant experience, will start on the grade below their qualification until they reach 12 months service or relevant experience.
- (f) (v) Employees who are paid on Step 6 of the supervisor scale as at 24 June 2018 and do not have a relevant level 4 qualification in front line management will be grand-parented until 1 September 2020 to Grade D of the supervisor scale, after which they will move to the grade appropriate to their relevant qualification unless they have achieved a relevant front-line management qualification at Level 4 or higher.
- (f) (vi) **Transitional note:** Current employees who on 25 June 2018 hold a relevant level 4 qualification in front-line management will be paid an allowance of \$1.50 per hour until 24 March 2019.
- (g) The date for “achieving” a qualification for the purposes of this Agreement will be the date recorded on the employee’s NZQA record of learning.

## 10.2

- i) The employer must take all reasonable practicable steps to ensure that an employee is able to attain a Level 2 NZQA qualification within the first 12 months of the employee’s continuous employment with the employer and a Level 3 NZQA qualification within the first 2 years of the employee’s continuous employment with the employer.
- ii) All reasonable practicable steps” shall include the employer paying for the cost of the qualifications and implementing the 13 steps set

out in Appendix Two (a) of this Agreement. It shall also include the parties to this Agreement introducing, where practicable, a learning representatives system in the workplace to support employees to gain the qualifications.

- 10.3 Those employees who have a Level 2 qualification with an ITO allowance, as noted in the schedules, shall retain such an allowance until such time as their pay on the appropriate grade exceeds their currently pay plus the ITO allowance.
- 10.4 Notwithstanding the qualifications/salary framework that will operate for the majority of employees on appointment, the employer may place an employee on any step of the relevant scale taking into account the following factors:
- Previous work experience or other relevant work and life experience
  - Degree of difficulty in recruiting specific skills and/or experience required.
- 10.5 Level 3 Laundry Qualifications-The Parties are currently working with the ITO to develop a Level 3 qualification for laundry workers. Should laundry workers covered by this Agreement, who have completed a Level 2 qualification, not be able to access a Level 3 qualification within 2 years of their gaining the Level 2 qualification because Level 3 qualification is not available they will automatically be able to access the Level 3 pay rate conditional on them completing the Level 3 qualification within two years of it becoming available.

## **11.0 Overtime**

- 11.1 Overtime is time worked in excess of eight hours per day or the rostered duty whichever is greater, (this overtime can occur before or after the normal rostered work), or 80 hours per two-week period, when such work has been authorised in advance. Overtime hours are paid at one and one half (1.5) times the ordinary hourly rate for the first three hours and double time the ordinary rate (T2) for all hours after this.

**Note** Overtime worked is calculated on a daily basis.

- 11.2 Except in emergencies, no employee shall be required to work for more than 12 consecutive hours where their normal shift is of 8 or 10 hours' duration.
- 11.3 Those employers who pay overtime rates for work on an employee's rostered day(s) off shall not change this practice through the coming into effect of this Agreement.

## **12.0 Penal Rates**

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

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

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

- (ii) Weekend rate– 50% (T0.50)

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

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

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

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

12.3 The night and weekend penal rates shall not apply to home support workers. The penal allowances for night and weekend work are set out in Appendix 4.

## **13.0 Call Backs**

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

- (a) Is called back to work after completing the day's work and having left the place of employment; or

- (b) Is called back before the normal time of starting work and does not continue working until such normal starting time;

- (i) Call-backs commencing and finishing within the minimum period covered by an earlier call back shall not qualify for payment. Where a call back commences before and continues beyond the end of the minimum period of a previous call back, the employee shall receive payment as if the employee had worked continuously from

the beginning of the previous call back to the end of the later call back.

- (ii) The employer shall either
  - (a) Provide the employee with transport from the employee's place of residence to the institution where the employee is employed and to the place of residence from the institution; or
  - (b) Reimburse the employee the actual and reasonable travelling expenses incurred in travelling from the employee's place of residence to the institution and to the place of residence from the institution.

## **14.0 Allowances**

14.1 **Tracer Allowance** – where those provisions existed in Collective Agreements that were in place prior to or after 30 June 2007 at individual DHB all employees shall continue to be entitled to the allowance; those employer specific provisions are attached as appendix 3.

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

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

- (i) An employee instructed to be on call during normal off duty hours shall be paid an on-call allowance of \$4.04 per hour except on public holidays when the rate shall be \$6.06 per hour.
- (ii) The on call allowance is payable for all hours the employee is rostered on call including time covering an actual call out.
- (iii) Unless by mutual agreement or in emergencies, no employee shall be required to remain on call for more than 40% of the employee's off-duty time in any three-weekly period.
- (iv) In services where the employer's operational requirements and staffing levels permit, employees working seven day rosters should not be rostered on call on their rostered days off.

- (v) An employee who is required to be on call and report on duty within 20 minutes shall have access to an appropriate locator or a cell phone.

#### **14.4 Post- Mortem/Body Removal**

- 14.4.1 (a) Attendants/orderlies required to assist actively with a post-mortem examination shall be paid an additional \$10.00 per post-mortem;

(b) In the case of attendants/orderlies assisting with police cases and being required to handle a body that is in a mutilated or partly decomposed state, the payment prescribed shall instead be \$15.00.

- 14.4.2 Body removal allowance - Attendants who are required to collect and/or return, transport, and place bodies in a mortuary or associated area such as a viewing room shall be paid an allowance of \$4.00 per removal. Any attendant who objects to removing dead bodies may elect not to do so provided that the employer may direct the attendant to remove a dead body where no other attendant is readily available to carry out the duty.

- 14.5 **Broken Shifts** - Where an employee works broken shifts, the shifts must be completed within 12 hours, computed from starting to finishing time, including meal hours. Non-resident workers employed on broken shifts shall be paid \$25.00 per week in excess of the ordinary weekly wages provided in this agreement, or \$5.00 per day for relieving, casual or part-time workers

### **15.0 Uniforms and Footwear**

#### **15.1 General**

- 15.1.1 Except as otherwise specified in this document, where the employer requires an employee to wear a particular uniform, footwear or specified items of clothing while on duty, this shall be supplied free of charge. Where required to wear a uniform full-time employees shall be issued with at least three sets of uniforms with two sets issued if working for less than 5 days a week. Suitable protective clothing and footwear shall be provided at the employer's expense where the work involves the risk of excessive soiling or damage to uniforms or protective clothing or a risk of injury to the employee. Uniforms and footwear may not be used by the employee outside of work hours, other than for work travel purposes.
- 15.1.2 Except as otherwise specified in the document, all uniforms, protective clothing and footwear supplied by the employer shall remain the property of the employer and shall be replaced on a fair wear and tear basis. Uniforms, protective clothing and footwear shall be handed in on being supplied with a replacement, on termination of employment or at such

other time as the Employer may require. For any uniforms, protective clothing and footwear not accounted for when requested for above, the employer may make a deduction from the employee's wages. The rate of deduction shall be the cost of the item not accounted for after due allowance has been made for fair wear and tear, and shall be agreed upon between the employer and the Union.

15.1.3 An employee shall be reasonably compensated for damage to personal clothing worn on duty, or reimbursed dry cleaning charges for excessive soiling to personal clothing worn on duty, provided the damage or soiling was not a result of the employee's negligence, or failure to wear the protective clothing provided. Each case shall be determined on its merits by the employer.

15.1.4 Where an employee is required in the course of their duties to be outside in bad weather, the appropriate wet weather protective clothing shall be made available by the employer.

## **15.2 Uniforms**

15.2.1 The following provisions apply to individual DHBs:

- (a) Auckland DHB:
  - (ii) Orderlies (pro-rated in accordance with their FTE per annum): 5 trousers, 5 grey polo shirts, 1 fleece lined sweatshirt or 1 fleece lined zip front vest, 1 pair of shoes. In addition, Orderlies assigned to drive the truck or deliver medical gasses shall be provided with: 1 warm jacket, 1 rain jacket, 1 high visibility jacket, 1 pair of leather gloves, and 1 pair of steel capped shoes. In so far as the provision of the above safety shoes are concerned, Orderlies who are not able to fit into the non-steel cap shoe provided by ADHB, shall be entitled to the NZ Safety Runner Shoe. If such an Orderly is also assigned to drive the truck or deliver medical gasses s/he shall not be entitled to an additional pair of steel capped shoes.
  
- (b) Bay of Plenty: The term uniform includes for example: uniform dresses, trousers or culottes, smocks, tunics, cardigan, woollen jacket, etc. Each employee, the nature of whose work requires the wearing of overalls, shall be issued two on commencement.
  
- (d) Hutt Valley DHB: In accordance with the Health and Safety in Employment Act, the employer will also provide employees with appropriate protective clothing and/or footwear.

- (e) Taranaki DHB: If it is agreed that a replacement uniform is necessary, then this shall occur within one calendar month of the agreement.

### **15.3 Protective Clothing**

15.3.1 The following shall apply to individual DHBs:

- (a) Northland DHB, Counties Manukau DHB, South Canterbury DHB, Waikato DHB and Waitemata DHB: Employees required to work outside in bad weather, shall be supplied with oilskins, caps and gumboots. In lieu of gumboots, galoshes and waterproof leggings may be supplied.

NOTE: Auckland DHB, Hawke's Bay DHB, Lakes DHB: Waterproof aprons shall be supplied to laundry Employees.

- (b) Auckland DHB, Counties Manukau DHB, Northland DHB, Hawke's Bay DHB, Lakes DHB, South Canterbury DHB, Waikato DHB and Waitemata DHB: Employees required to scrub or wash out with caustic soda or similar corrosive cleaning agent, shall be supplied by the employer with gumboots.

NOTE: In lieu thereof, a boot allowance shall be paid as follows:

- (i) Hawke's Bay DHB and South Canterbury DHB: 38 cents per week.
  - (ii) Waikato DHB and Waitemata DHB: 36.9 cents per week.
- (c) Auckland DHB, Counties Manukau DHB, Hawke's Bay DHB, Lakes DHB, Northland DHB, South Canterbury DHB, Waikato DHB and Waitemata DHB: Suitable clean protective clothing shall be made available by the employer where the nature of a particular duty or duties would either continuously or intermittently render an employee's personal clothing or uniform liable to excessive soiling or damage or expose the employee's person to injury or excessive discomfort through biological, chemical, or physical hazards.

### **15.4 Footwear**

All employees shall be either be provided with footwear or given a voucher to allow them to purchase suitable footwear from designated footwear providers and footwear ranges. Orthotic adjustments will be funded by the employer. Footwear so purchased shall be replaced on a fair wear and tear basis.

### **15.5 Laundry**

15.5.1 Subject to below, all items of uniform and protective clothing supplied by the employer shall be laundered by the employer.

NOTE:

- (a) Counties Manukau DHB: All items of uniform clothing supplied by the employer shall be laundered by the employee.
- (b) Waitemata DHB: Where laundering is impractical, an allowance of \$1.50 per day shall be paid to the employee.
- (e) Capital and Coast DHB: All items of uniform clothing supplied by the employer shall be laundered by the employee.
- (f) Canterbury DHB food services (including Ashburton Hospital orderlies and cleaners) and Tairāwhiti DHB: Staff will accept responsibility for laundry of uniforms except uniforms involved in infection control, which shall be commercially laundered. The employer will reimburse staff who launder their uniforms the following reimbursement allowance - \$1.00 per day for employees who work up to and including 4 hours per day increasing to \$1.50 per day for employees who work over 4 hours per day of work. This allowance is not part of relevant daily earnings i.e. no work-no reimbursement.

## **16.0 Retiring Gratuities**

- 16.1 Retiring Gratuities are available to employees who are retiring from employers where those provisions existed in Collective Agreements, which were in place prior to or after 30 June 2007. Those employer-specific provisions are attached as Appendix 3 to this MECA. All cut off and implementation dates expressed in those employer-specific provisions will continue to apply with each employer.

## **17.0 Reimbursements**

### **17.1 Travelling Expenses and Incidentals**

- (a) When travelling on employer business, the employee will be reimbursed for costs on an actual and reasonable basis on presentation of receipts.
- (b) Employees who are instructed to use their motor vehicles on employer business shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time.

- 17.2 **General:** In circumstances not addressed by this clause, any expenses incurred on behalf of the employer shall be reimbursed in accordance with individual employer's policies.

## **18.0 Public Holidays**

- 18.1 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)

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

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

**NOTE:** When the public holiday for the employee is observed on the Saturday or Sunday, the weekday is treated as a normal working day for that employee, subject only to the possible payment of weekend rates in accordance with clause 18.5 below.

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

18.3 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.

18.4 When an employee works on a public holiday which would otherwise be a working day for the employee, they will be paid at time one (T1) in addition to the ordinary hourly rate of pay, for each hour worked (as per Clause 12.1

(iii) and they shall be granted an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.

- 18.5 Should Christmas Day, Boxing Day, New Year's Day or 2 January fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out, or working overtime) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 18.4 for time worked on the public holiday and then at weekend rates for the time worked on the corresponding weekday. Only one alternative holiday will be granted in respect of each public holiday.
- 18.6 Should Waitangi Day or Anzac Day fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out, or working overtime) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 18.4 for time worked on the public holiday and then at ordinary rates for the time worked on the Monday. Only one alternative holiday will be granted in respect of each public holiday.
- 18.7 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.
- 18.8 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.
- 18.9 Off duty day upon which the employee does not work:
- (a)(i) Fulltime employees –  
Where a public holiday falls on a rostered day off, and the employee does not work, they shall be granted an alternative holiday.
- (a)(ii) Where a public holiday falls on a weekend day, which is the employees day off, and the employee does not work, and the public holiday transfers under the Holidays Act to a Monday or Tuesday, which is also the employees day off, and the employee does not work, they shall be granted an alternative holiday. They shall be granted one alternative day only in respect of a public holiday.

(a)(iii) Alternative holidays granted under this sub-clause are paid at T1 rate only.

(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.

#### 18.10 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.”

### 19.0 Annual Leave

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

19.2 Employees other than casuals, shall be entitled to 4 weeks annual leave paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause, except that on completion of 5 years recognized current continuous service the employee shall be entitled to 5 weeks annual leave. For the purposes of this clause “current continuous service” shall be either any continuous service with any DHB or its predecessors, which has not been broken by an absence of more than three months.

However, where the employee remains engaged on related work or study whilst absent, the period of three months shall extend to twelve months.

- 19.3 The term “leave year” means the year ending with the anniversary date of the employee’s appointment.
- 19.4 The employee will give at least 14 days-notice of intention to take annual leave and the employer may permit an employee to take annual leave in one or more periods. Except for leave applications covering any dates in the period 15 December to 15 January inclusive the employer will respond to the employee notice with a decision (approved/declined) within 7 days of it being submitted.
- 19.5 The employer may permit all or part of the annual leave accruing in respect of a leave year to be postponed to the next following year but the annual leave entitlement at any one time shall not exceed the total of annual leave accruing in respect of two leave years.
- 19.6 Providing that where an employee is on continuous leave without pay due to illness or accident the employee will be permitted to take or accumulate leave for up to two years. After this an employee will not qualify for any further period of leave until duty is resumed.
- 19.7 When an employee ceases duty, salary shall be paid for accrued annual leave and the last day of service shall be the last day of duty.
- 19.8 The provisions of the Parental Leave and Employment Protection Act 1987 shall apply in relation to annual leave when an employee takes a period of parental leave or returns to work from parental leave in accordance with clause 23 of this Agreement
- 19.9 **Shift Employees** –Employees who work rotating shift patterns or those who work qualifying shifts shall be entitled, on completion of 12 months employment on shift work, to up to an additional 5 days annual leave, paid at the appropriate pro-rata rate for part-time employees, based on the number of qualifying shifts worked. The entitlement will be calculated on the annual leave anniversary date.

Qualifying shifts are defined as a shift that involves at least 2 hours work performed outside the hours of 8.00am – 5.00pm, excluding overtime.

<b>Number of qualifying shifts per annum</b>	<b>Number of days additional leave pa</b>
120 or more	5 days
96 – 120	4 days
71 – 95	3 days

46 – 70	2 days
20 – 45	1 days

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

#### 19.10 Conditions

1. Part time employees shall be entitled to annual leave on a pro rata basis except that the number of shift leave days shall not be pro-rated.
2. Annual leave may be granted in one or more periods in accordance with the Holidays Act 2003, the employee shall be given the opportunity to take two weeks leave at one time.
3. An employer may allow an employee to take an agreed portion of the employee's annual holiday entitlement in advance.
4. Annual leave is to be taken within 12 months of entitlement becoming due; In special circumstances the employer may allow an employee to accrue annual leave to a maximum of two years entitlement.

#### 20.0 Sick Leave

- 20.1 On appointment to a DHB a full time employee shall be entitled to ten (10) working days paid sick leave for the first 12 months of employment. For each subsequent 12 months he/she shall be entitled to a further ten working days. The entitlement shall be pro-rated for part time employees except that a part time employee shall receive no fewer than 5 working days paid sick leave for the first 12 months of employment and a minimum of a further 5 working days for each subsequent 12 month period. In accordance with the Holidays Act the first five days sick leave in each year shall be paid at relevant daily pay.
- 20.2 Employees can accumulate their entitlement up to a maximum accumulation of 120 working days.
- 20.3 Service for the purposes of this clause shall mean "current continuous service" except that any employee employed as at 1 July 2007 shall retain their current service date recognised by the employer in respect to sick leave.
- 20.4 The Employer may require a medical certificate for sick leave of three or more consecutive calendar days, whether or not the days would otherwise have been working days for the Employee.

- 20.5 An Employee shall notify the Employer prior to the commencement of their shift on any day of absence due to illness.
- 20.6 An employee may take sick leave if
- (i) The employee is sick or injured;
  - (ii) The employee's spouse is sick or injured;
  - (ii) A person who depends upon the employee for care is sick or injured.
- 20.7 Sick Leave in Relation to Annual Leave
- (a) When sickness occurs during annual leave the employer shall permit the period of sickness to be debited against sick leave entitlement, except where the sickness occurs during leave following relinquishment of offices, provided;
    - (i) The employee produces a medical certificate, showing the nature and duration of the illness.
- 20.8 The employer may at their discretion grant leave in addition to the above entitlement in accordance with individual DHB policies and procedures.
- 20.9 Casual Employees - Employees who work no less than at least an average of 10 hours per week over a 6 month period and no less than one (1) hour in every week during that period or no less than 40 hours in every month in that period shall be entitled to sick leave as provided for in clauses 20.1.
- 20.10 Where an employee is suffering from a minor illness arising out of or in the course of their employment, which could have a detrimental effect on the patients, or other staff in the employer's care, employers may at its discretion, either:
- (i) Place the employee on suitable alternative duties; or
  - (ii) Direct the employee to take leave on payment at base rates (T1 only) for not more than eight days in any one year, in addition to the normal entitlement to sick leave.

## **21.0 Long Service Leave**

- 21.1 Except where additional long service leave is provided for in the schedules attached to this Agreement, the following minimum entitlement shall apply only to DHB employees who were covered by this Collective Agreement and employed on 25 June 2018:

- a) Employees shall be entitled to one special holiday of four weeks to be taken after the completion of 20 years continuous service with the employer.
  - b) Special holidays provided for in sub-clause (a) of this clause shall be taken and paid for in the same manner as for annual holidays under the Holidays Act 2003 and may be taken on one or more periods as shall be fixed by the Employer after agreement with the Employee.
  - c) If the Employee, having become entitled to a special holiday, leaves his or her employment before such holiday has been taken, he or she shall be paid in lieu thereof at the ordinary rate.
- 21.2 New employees shall be entitled to long service leave of one week upon completion of each five-year period of recognised service as per clause 7. Recognised service shall only be counted from 1 July 2018 or the actual start date (whichever is later).
- 21.3 Long Service Leave will be paid for each week of leave on the same basis as annual leave. This will be based on the employees FTE status at the time of taking the leave. Long service leave is to be taken in a consecutive block of five days before the next five day long service leave entitlement is reached.
- 21.4 Employees employed by the DHB on 25 June 2018 will remain on the long service leave provisions in the MECA sub-clause 21.1 or schedules of this MECA until such entitlement is exhausted after which sub-clause 21.2 applies.
- 21.5 An employee covered by clause 21.1 may choose to opt into the provision of sub-clause 21.2 earlier, provided this opt-in process is completed by 1 July 2019.

## **22.0 Bereavement Leave**

- 22.1 The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a Tupapaku/deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). The length of time off shall be at the discretion of the employer and should not be unreasonably withheld and will be exercised in accordance with the Holidays Act 2003.
- 22.2 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay or any other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of clause 22.1 above. This provision will not apply if the employee is on leave without pay.

22.3 In granting time off therefore, and for how long, the employer must administer these provisions in a culturally appropriate manner, especially in the case of Tangihanga.

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

### **23.0 Parental Leave**

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

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

- (i) In respect of every child born to them or their partner.
  - (ii) In respect of every child up to and including five years of age, adopted by them or their partner.
  - (iii) Where two or more children are born or adopted at the same time, for the purposes of these provisions the employee's entitlement shall be the same as if only one child had been born or adopted.
- 23.3 (i) Parental leave of up to 12 months is to be granted to employees with at least one-year's service at the time of commencing leave.
- (ii) Parental leave of up to six months is to be granted to employees with less than one year's service at the time of commencing leave. Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of the employer.
- (iii) The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by the employer.
- 23.4 In cases of adoption of children of less than five years of age, parental leave shall be granted in terms of 23.2 and 23.3 above, providing the intention to adopt is notified to the employer immediately following advice from the appropriate services to the adoptive applicants that they are considered

suitable adoptive parents. Subsequent evidence of an approved adoption placement shall be provided to the employer's satisfaction.

23.5 Employees intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner or midwife certifying the expected date of delivery. The provision may be waived in the case of adoption.

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

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

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

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

### **23.9.1 Job protection**

Subject to 23.10 below, an employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:

- (i) at the equivalent salary, grading;
- (ii) at the equivalent weekly hours of duty;
- (iii) in the same location or other location within reasonable commuting distance; and
- (iv) involving responsibilities broadly comparable to those experienced in the previous position.

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

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

23.10.1 The employer must, as a first preference, hold the employee's position open or fill it temporarily until the employee's return from parental leave. In

the event that the employee's position is a "key position" (as defined in the Paid Parental Leave and Employment Protection Amendment Act 2002), the employer may fill the position on a permanent basis.

23.10.2 Where the employer is not able to hold a position open, or to fill it temporarily until an employee returns from parental leave, or fills it permanently on the basis of it being a key position, and, at the time the employee returns to work, a similar position (as defined in 23.8 (a) above) is not available, the employer may approve one of the following options:

(i) an extension of parental leave for up to a further 12 months until the employees previous position or a similar position becomes available; or

(ii) an offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in 23.10.2.(i) above for up to 12 months; or

(iii) the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of 23.9(b)(i) above for up to 12 months: provided that, if a different position is accepted and within the period of extended parental leave in terms of 23.9(b), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or

(iv) where extended parental leave in terms of 23.10.2.(ii) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 40.3 of this agreement.

23.11 If the employee declines, the offer of appointment to the same or similar position in terms of sub clause 23.9.1 above, parental leave shall cease.

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

23.13 Parental leave absence filled by temporary appointee - If a position held open for an employee on parental leave is filled on a temporary basis, the employer must inform the temporary appointee that their employment will terminate on the return of the employee from parental leave.

- 23.14 Employees on parental leave may from time to time and by agreement, work occasional duties during the period of parental leave and this shall not affect the rights and obligations of either the employee or the employer under this clause.
- 23.15 Paid Parental Leave – Where an employee takes parental leave under this clause, meets the eligibility criteria in 23.2 (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee’s base salary (pro rata if less than full-time) for a period of up to 14 weeks.

The payment shall be made at the commencement of the parental leave and shall be calculated at the base rate (pro rata if appropriate) applicable to the employee for the six weeks immediately prior to commencement of parental leave.

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

Where 23.3(ii) 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.

## **24.0 Jury Service/Witness Leave**

- 24.1 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.
- 24.2 An employee called on for jury service may elect to take annual leave, leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during an employee’s off duty hours, the employee may retain the juror’s fees (and expenses paid).
- 24.3 Where leave on pay is granted, a certificate is to be given to the employee by the Employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of juror’s fees and expenses paid. The employee is to pay the fees received to the employer but may retain expenses.
- 24.4 Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal

working hours when the employee is not required by the Court, the employee is to report back to work where this is reasonable and practicable.

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

## **25.0 Policies and Procedures**

- 25.1 All employees covered by the Agreement shall comply with the employer's policies and procedures in force from time to time, to the extent that such policies and procedures are not inconsistent with the terms and conditions of this Agreement.
- 25.2 The union will be consulted regarding any addition/amendments to those policies and procedures where such additions/amendments have a material effect on employees' conditions of employment.
- 25.3 **Leave without Pay** - All employees may apply for leave without pay, providing that such leave is mutually agreed between the employer and the employee, and is in accordance with the employer's policy on leave without pay.
- 25.4 Insurance protection for employees travelling on work related business is provided in accordance with the employer's insurance policy.

## **26.0 Employment Relations Education Leave**

- 26.1 The Employer shall grant leave on pay for employees party to this MECA to attend courses authorised by E tū to facilitate the employee's education and training as employee representatives in the workplace. 26.2 The numbers of days education leave granted is based on the following formula

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

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

26.3 For the purposes of calculating the number of full-time equivalent eligible employees employed by an employer

(a) an eligible employee who normally works 30 hours or more during a week is to be counted as 1:

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

26.4 The E tū shall send a copy of the programme for the course and the name of employees attending at least 20 consecutive days prior to the course commencing.

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

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

## **27.0 Right of Entry**

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

## **28.0 E tū Meetings**

28.1 Union members shall be entitled to up to a total of 4 hours leave per calendar year on ordinary pay to attend meetings authorised by the union providing the following conditions are fulfilled.

28.2 The union shall give the employer at least 14 days' notice of the date and time of any union meeting to which clause 28.1 is to apply.

28.3 The union shall make such arrangements with the employer as may be necessary to ensure that the employer can maintain their business during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.

28.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any union member for a period greater than two hours in respect of any meeting.

28.5 Only union members who actually attend a union meeting during their working hours shall be entitled to pay in respect of that meeting and to that end the union shall supply the employer with a list of members who attended and shall advise the employer of the time the meeting finished.

**Note** The provisions of these clauses (28.1 - 28.5) are inclusive of any entitlements provided by the Employment Relations Act 2000.

## **29.0 E tū Delegate Workplace Representatives**

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

- (i) Accordingly paid time off (at ordinary time rates T1) shall be allowed for recognised employee delegates to attend meetings with management, consult with union members, and other recognised employee job delegates and union officials, to consult and discuss issues such as management of change, staff surplus, and representing employees.
- (ii) Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld. The amount of paid time off and facilities provided shall be sufficient to enable delegates and Convenors of delegates (where these positions exist) to give adequate consideration to the issues in the workplace.
- (iii) Where recognised workplace activities are required outside working hours, delegates may at the employers sole discretion be paid at ordinary rates or granted time in lieu on a time for time basis.
- (iv) The Employer may agree to the release on unpaid leave of a delegate who is seconded to work for the Union for an agreed period of time.
- (v) Delegates shall, on request, be supplied by the Employer with a notice board or part thereof in the workplace that is reserved for the display of union notices and information.

29.2 "Local BAG"-The employer supports delegate's attendance at local BAG meetings providing service requirements can be met. The union will advise the DHB annually the name of the delegates who wish to attend Local BAG meetings and update replacements as they occur. The employer will be supportive in releasing these delegates.

## **30.0 Health and Safety**

- 30.1 The employer shall comply with the provisions of the Health and Safety in Employment Act 1992 and subsequent amendments concerning safety, health and welfare matters. The parties to this agreement agree that employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken. The parties agree to comply with the Employee Participation Agreement in each District Health Board.
- 30.2 It shall be the responsibility of the employer to ensure that the workplace meets required standards and that adequate and sufficient safety equipment is provided.
- 30.3 It shall be the responsibility of every employee covered by this agreement to work safely and to report any hazards, accidents or injuries as soon as practicable to their supervisor.
- 30.4 It is a condition of employment that safety equipment and clothing required by the employer is to be worn or used by the employee and that safe working practices must be observed at all times.
- 30.5 Attention is also drawn to the employer's policies and procedures on health and safety.
- 30.6 The employer recognises that to fulfil their function health and safety delegates require adequate training, paid time and facilities.
- 30.7 The parties to this agreement recognise that effective health and safety committees are the appropriate means of providing consultative mechanisms on health and safety issues in the workplace.
- 30.8 No employer shall require any employee to lift, carry or move unaided any load so heavy that its lifting, carriage or movement would be likely to injure the employee.
- 30.9 All electric polishing and scrubbing machines and vacuum cleaners and their leads shall be checked by a registered electrician at intervals not exceeding six months.
- 30.10 Employees shall be instructed in fire safety procedures. Employees may also be instructed in fire-fighting methods and in the use of fire-fighting appliances and the location of fire escapes.
- 30.11 The employer shall ensure that no employee shall be required to undertake any work without proper instruction as to the dangers likely to arise in

connection with that work and appropriate training as to the precautions to be taken to avoid those dangers. An employee's knowledge and experience may be taken into account in determining the nature of the training given.

### **31.0 Accidents**

- 31.1 Transport of injured employees – Where the accident is work-related and the injury sustained by the employee necessitates immediate removal to a hospital, or to a medical practitioner for medical attention and then to their residence or a hospital, or to their residence (medical attention away from the residence not required), the employer is to provide or arrange for the necessary transport, pay all reasonable expenses for meals and lodging incurred by or on behalf of the employee during the period she/he is transported, and claim reimbursement from ACC.
- 31.2 Where an employee is incapacitated as a result of a work accident, and that employee is on earnings related compensation, the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation and this is debited against the employee sick leave where the employee agrees to and maintains where practicable a rehabilitation plan. The employer may agree to reimburse employees for treatment and other expenses or for financial disadvantage incurred as a result of a work-related accident.
- 31.3 For non-work-related accidents, where the employee agrees to and maintains where practicable a rehabilitation plan and requests, the employer shall supplement the employee's compensation by 20% of base salary and debited against the employee's Sick Leave.

### **32.0 Leave to Attend Meetings**

- 32.1 The Employer shall grant paid leave (at ordinary rates T1) to Employees required to attend formal meetings of any statutory registration body that the employee is required to be certified by in order to undertake their contracted duties; except where the matter arises out of employment with another employer.
- 32.2 Paid leave shall also be granted where an Employee is required to attend meetings of Boards or Statutory Committees provided that the appointment to the Board or Committee is by ministerial appointment.
- 32.3 Any remuneration received by the Employee for the period that paid leave was granted shall be paid to the Employer.

### **33.0 Payment of Wages**

- 33.1 Employees will be paid fortnightly or weekly in arrears by direct credit. Where errors have occurred as a result of employer action or inaction, corrective payment must be made within one working day of the error being brought to the employer's attention.
- 33.2 Where an employee has taken leave in advance of it becoming due, and the employee leaves before the entitlement has accrued, the employer will deduct the amount owing in excess of entitlement from the employee's final pay.
- 33.3 Any monies agreed, as being owed by the employee to the employer upon termination will be deducted from the employee's final pay.
- 33.4 The employees shall complete timesheets as required by the employer. Wherever practicable any disputed items shall not be changed without first referring it to the affected employee.
- 33.5 Overpayment Recovery Procedures: Attention is drawn to the Wages Protection Act 1983. The provisions of this Act, or any amendment or Act passed in substitution for this Act, shall apply.
- 33.6 The employer shall use its best endeavours to direct credit payment of wages into the employee's bank account one clear day prior to a public holiday.

### **34.0 Termination of Employment**

- 34.1 Either the Employer or Employee may terminate the employment agreement with two 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.
- 34.2 This shall not prevent the employer from summarily dismissing any employee without notice for serious misconduct or other good cause in accordance with the employer's disciplinary procedures and/or rules of conduct.
- 34.3 Abandonment of Employment- An employee absent from work for three consecutive working days without notification to the employer or without appropriate authorisation from the employer will be considered by the employer as having terminated their employment without notice; unless the employee is able to show they were unable to fulfil their obligations

under this section through no fault of their own. The employer will make reasonable efforts to contact the employee during the three days period of unnotified absence.

### **35.0 Deduction of Union Fees**

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

### **36.0 Family Friendly Practices**

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

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

36.1.1 Employees who resign to care for a dependant pre-school child or children may apply to their former employer for preferential re-appointment.

36.1.2 The total period of childcare absence allowed is four years plus any increases in lieu of parental leave. Longer absence renders a person ineligible for preferential appointment.

36.1.3 The employer shall make every effort to find a suitable vacancy for eligible applicants as soon as their eligibility for preferential re-entry is established. Appointment to a position may be made at any time after the original notification of intention to return to work, provided the appointee agrees.

36.1.4 Absence for childcare reasons will interrupt service but not break it.

36.1.5 The period of absence will not count as service for the purpose of sick leave, annual leave, retiring leave or gratuities, long service leave or any other leave entitlement.

36.1.6 Employees do not have a right of review against their non-appointment.

36.2 **Childcare Facilities** - The parties recognise the importance of good quality childcare facilities being readily available to employees, and

support present childcare facilities arrangements. Employers are encouraged to provide facilities for mothers to feed new born infants.

### **37.0 Indemnity**

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

### **38.0 Harassment Prevention**

- 38.1 Employees should refer in the first instance to the provisions and procedures specified in the employer's Harassment Policy. The employee's attention is also drawn to clause 39 Resolution of Employment Relationship Problems. Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence, and other forms of intimidating behaviour.
- 38.2 Sexual harassment is verbal or physical behaviour of a sexual nature, which is unwelcome to the receiver and is embarrassing or intrusive. It affects morale, work effectiveness and the right to enjoy a good working environment. Some types of behaviour constituting sexual harassment are listed below:
- (a) Type of behaviour
- (i) sex-orientated jibes or abuse;
  - (ii) offensive gestures or comments;
  - (iii) unwanted and deliberate physical contact;
  - (iv) requests for sexual intercourse, including implied or overt promises for preferential treatment or threats concerning present or future employment status.
- (b) Where it may occur
- (i) among co-workers;
  - (ii) where a supervisor uses position and authority to take sexual advantage of another employee or to control or affect the career, salary or job of that employee;
  - (iii) in dealing with members of the public.

(c) Responsibilities for supervisors and complainants when dealing with sexual harassment:

- (i) It is the responsibility of the employer to maintain a work environment free of unwelcome behaviour and to provide a mechanism for reporting sexual harassment, ensuring a fair investigation and avoiding reprisals against the complainant;
- (ii) Care is to be taken during the investigation of any complaint of sexual harassment and afterwards to prevent any disadvantage to the complainant and care must also be taken to protect the position of other parties if the complaint is found to be unwarranted.
- (iii) The employer relies on supervisors at all levels to facilitate and encourage proper standards of personal and ethical conduct in the workplace.

38.3 Sexual harassment complaints must be taken seriously and handled with sensitivity and impartiality. Behaviour, words and gestures have different meanings in different cultures. What may be acceptable in one culture may not be in another. This needs to be taken into account in the workplace.

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

38.5 Racial Harassment - an employee is racially harassed if the employee's employer or a representative of the employer uses language (whether written or spoken), or visual material, or physical behaviour that directly, or indirectly:

(i) expresses hostility against, or brings into contempt or ridicule, the employee on the grounds of race, colour, or ethnic or national origins of the employee; and

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

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

## **39.0 Resolution of Employment Relations Problems**

An "employment relationship problem" includes:

- (a) A personal grievance
- (b) A dispute

(c) Any other problem relating to or arising out of the employment relationship but does not include any problem with negotiating new terms and conditions of employment.

Where an Employment Relationship Problem arises the parties will in the first instance seek to resolve it between the immediately affected parties. Further to this:

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

(b) If the matter is unresolved either party is entitled to seek mediation from the MBIE or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)

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

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

If the employment relationship problem is a personal grievance, the employee must raise the grievance with the employer within a period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, whichever is the latter.

Where any matter comes before the Authority for determination, the Authority must direct the matter to mediation in the first instance. Where mediation has failed or been deemed inappropriate in the circumstances, the Authority will then have the power to investigate the matter. If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the Authority for the resolution of this grievance or a complaint under the Human Rights Act 1993, but not both.

#### **40.0 Cooperation, Consultation, Management of Change and Employee Protection Provisions**

**For collective multi DHB management of change process refer appendix one.**

## 40.1 Management of Change

40.1.1 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.

40.1.2 Regular consultation between the employer, its employees and the union is essential on matters of mutual concern and interest. Effective communication between the parties will allow for:

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

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

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

40.1.5 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 E tū to allow them to participate in the consultative process so as to allow substantive input.

40.1.6 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.

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

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

## 40.2 Consultation

40.2.1 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.

40.2.2 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.

40.2.3 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.

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

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

40.2.6 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.

40.2.7 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 40.3.

40.3 Staff Surplus - when as a result of the substantial restructuring of the whole, or any parts, of the employer’s operations; either due to the reorganisation, review of work method, change in plant (or like cause). The employer requires a reduction in the number employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to the present

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

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

(a) The person acquiring the business or the part being sold or transferred.

(i) has offered the employee employment in the business or the part being sold or transferred; and

(ii) has agreed to treat service with the employer as if it were service with that person and as if it were continuous; and

(b) The conditions of employment offered to the employee by the person acquiring the business or the part of the business being sold or transferred are the same as, or are no less favourable than, the employee's conditions of employment. Including:

(i) any service related conditions; and

(ii) any conditions relating to redundancy; and

(iii) any conditions relating to superannuation - under the employment being terminated; and

(c) The offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either:

(i) in the same capacity as that in which the employee was employed by the Employer, or

(ii) in any capacity that the employee is willing to accept.

40.3.2 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).

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

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

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

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

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

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in sub clause 40.3.11 will be applied as a package.

40.3.5 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.

40.3.6 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.

40.3.7 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.

40.3.8 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.

#### 40.3.9 Retraining

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

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

#### 40.3.10 Enhanced early retirement

(a) Employees are eligible if they have a minimum of ten years total aggregated service with the employer, its predecessors and one or more other employers in the DHB sector, but

excludes any service with any employer or their predecessor which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any DHB sector employer or their predecessors. Employees who commenced employment with the current employer prior to 1 July 2007 will retain pre-existing enhanced early retirement provisions (contained in Collective Agreements applying immediately prior to this Agreement), 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 19 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.

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

- (a) "Service" for the purposes of this sub clause means total aggregated service with the employer, its predecessors and one or more other employers in the DHB sector, but excludes any service with any employer or their predecessor which has been taken into account for the purposes of calculating any entitlement to a

redundancy/severance/early retirement or similar payment from any DHB sector employers or their predecessors. Employees who commenced employment with the current employer prior to 1 July 2006, will retain pre-existing severance provisions (contained in Collective Agreements applying immediately prior to this agreement), 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 19 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.
- (f) a retiring gratuity or service payment if applicable (refer to Appendix 3 containing each employer's Retiring Gratuity provision which is specific to each employer).
- (g) outstanding annual leave and long service leave may be separately cashed up.
- (h) Where there is an offer of redeployment to reduced hours, an employee may elect to take a pro-rata compensatory payment based on the above severance calculation.
- (i) Nothing in this agreement shall require the employer to pay compensation for redundancy where as a result of restructuring, and following consultation, the employee's position is disestablished and the employee declines an offer of employment that is on terms that are:
  - the same as, or no less favourable, than the employee's conditions of employment; and

- in the same capacity as that in which the employee was employed by the employer, or
- in any capacity in which the employee is willing to accept

#### 40.3.12 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,

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

### **41.0 Employment Protection Provision**

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

### **42.0 Professional Development**

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

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

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

42.4 Any claims for expenses associated with training must be approved in advance.

42.5 Employees engaged in training for ITO qualifications may be provided with support to achieve their training outcomes. This may include time for individuals and groups to work with their trainer during work time and/or

additional literacy or English language assistance and/or access to subject matter experts within the DHB with the quantum of release time at the discretion of the employer.

### **43.0 Suspension**

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

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

### **44.0 Bargaining Fee**

It is agreed that a bargaining fee shall be applied to those employees whose work is covered by this Agreement but who are not members of E tū and who are not members of another union, and who do not otherwise opt out of this clause, in accordance with the Employment Relations Amendment Act 2004 (S.69P and following).

44.1 For the purposes of this clause:

This clause takes effect from date of ratification.

- (a) the "bargaining fee" shall be set at 100% of the current E tū membership subscription rate (as shown below) and paid each pay period.

Usual Hours Per Week	Weekly Fees
less than 20	\$3.84
20-34	\$6.14
35 or more	\$7.68

As from 1 April 2019, 1 April 2020 and 1 April 2021 these fees will increase. The Union will inform the Employer of the new fees a month before these dates in each year. Should the Union not inform the Employer of the increase by this date no increase will take place to the fee current at that point in time. .

(b) The “specified period” is the period of 10 days prior to the date on which this Agreement comes into effect;

(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.

44.2 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.

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

44.4 This clause shall expire on 14 June 2021.

## **45.0 Healthy Workplaces**

45.1 The parties acknowledge that they have reached an agreement on a healthy workplaces and this is attached as Appendix Two.

## **46.0 Schedules**

46.1 Appendix three sets out the schedules relevant to each DHB.

## **47.0 Letters of Intent**

47.1 The parties acknowledge that they reached an agreement on a number of specific matters during the negotiations of the MECA dated 1 July 2007 to 30 June 2009 that are covered in letters of intent. While these documents do not form part of the MECA the parties agree that those letters continue to have application.

47.2 The parties acknowledge that they reached agreement on a number of specific matters during the negotiations for consequent MECAs and these are attached to the MECA or incorporated in the specific DHB schedules.

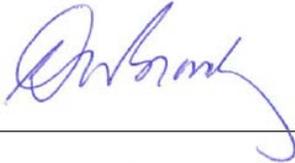
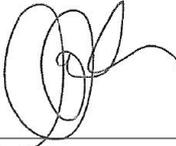
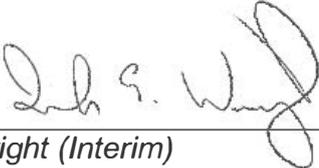
47.3 From time to time the parties may agree on further letters of intent, which shall also have application.

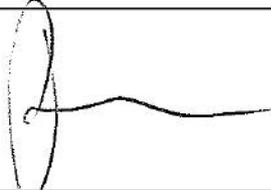
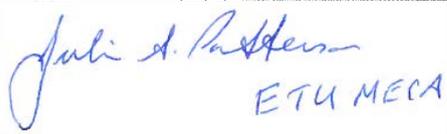
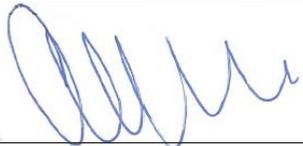
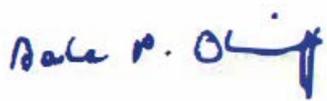
**Signatures** Signed this November 2018

**AUTHORISED representatives of the EMPLOYEE PARTIES:**

	23/11/18
John Ryall National Secretary	

**AUTHORISED representatives of the EMPLOYER PARTIES:**

	
Nick Chamberlain Chief Executive Officer Northland District Health Board	Dale Bramley Chief Executive Officer Waitemata District Health Board
	
Ailsa Claire Chief Executive Officer Auckland District Health Board	Margie Apa Chief Executive Officer Counties-Manukau District Health Board
	
Derek Wright (Interim) Chief Executive Officer Waikato District Health Board	Helen Mason Chief Executive Officer Bay of Plenty District Health Board
	
Ron Dunham Chief Executive Officer Lakes District Health Board	Rosemary Clements Chief Executive Officer Taranaki District Health Board
	
Jim Green Chief Executive Officer Tairāwhiti District Health Board	

	 PP CHRIS ASH ACTING CEO HBDHB
Russell Simpson Chief Executive Officer Whanganui District Health Board	Kevin Snee Chief Executive Officer Hawke's Bay District Health Board
 ETU MECA	
Julie Patterson (Interim) Chief Executive Officer Capital & Coast District Health Board	Adri Isbister Chief Executive Officer Wairarapa District Health Board
	
Dale Oliff Acting Chief Executive Officer Hutt Valley District Health Board	Nigel Trainor Chief Executive Officer South Canterbury District Health Board
	
David Meates Chief Executive Officer Canterbury District Health Board	Chris Fleming Chief Executive Officer Southern District Health Board
	
David Meates Chief Executive Officer West Coast District Health Board	

# Appendix One

## ***Management of Change and National Arrangements***

### **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:**

- take shared responsibility for providing high quality healthcare on a sustainable basis;
- 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;
- promote productive and effective relationships;
- assist in the delivery of a modern, sustainable, high quality and healthy workforce
- align the principles, processes, procedures and goals adopted under this framework with those agreed by the Health Sector Relationship Agreement;
- improve decision making and inter party cooperation;
- co-ordinate the trialling, and where appropriate, introduction of innovative initiatives which will improve healthcare delivery; and
- 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:

- a) Nationally,
- b) 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 Ministry of Business, Innovation, and Employment (MBIE) (or its successors) to appoint someone.

In the event that the parties cannot 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 Two

### ***Healthy Workplaces Agreement***

***February 2010***

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

#### **Achieving healthy workplaces requires:**

1. Effective care capacity 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 organisational efficiency.
4. Recognition that everyone can be a leader by using the authority (expertise) vested in their role to participate and constructively engage with others.
5. The development of a learning culture that emphasizes employees at all levels being given the opportunity to extend their knowledge and skills, as identified in their performance development plans where they are in place.
6. Appreciation that good patient outcomes rely on the whole team and that teams need opportunities to work and plan together.
7. Having the right tools, technology, environment and work design to support health and safety and to ensure effective health care delivery. This includes the opportunity to be involved in the decisions about what is needed and when.

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

---

<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.

- The parties agree to work together to establish a national framework for a whole of system approach to care capacity management which;
  - provides efficient, effective, user friendly processes and structures
  - provides centralized, multi stakeholder governance
  - is used consistently and effectively at all levels to manage and monitor care capacity
  - includes a core data set by which the health of the system is monitored and is used to inform forecasting, demand planning, and budgeting
  - Includes consistent, credible, required responses to variance in care capacity
  - recognises the need for local solutions consistent with the principles of healthy workplaces
- Each party will undertake to promote and model 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
- 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 Two (a)**

### ***Workplace Skill Development through Qualifications - E tū and District Health Boards Best Practice Guide***

This Best Practice Guide has been developed by District Health Boards and the E tū to drive the implementation of skill-based development for E tū members and DHB employees in the public hospital system.

It follows on from the commitments by both parties in the DHBs and the E tū Multi-Employer Collective Employment Agreement. The collective agreement facilitates DHB employees to attain Level 2 and Level 3 qualifications and Level 4 qualification for supervisors) through financial reward and personal development opportunities.

The parties will also encourage all local DHB Bipartite Action Groups to present regular reports at their meetings on the number of trainees enrolled and the number of trainees who have completed their qualifications.

Steps similar to those outlined below should be followed in developing a successful programme of qualification completion:

1. The service site management and E tū delegates meet to reinforce their shared commitment to the process of supporting employees to gain the qualifications.
2. The manager/s and delegates meet with the employees to explain the qualification process and emphasise their joint commitment to supporting all employees to gain a qualification.
3. Employees are offered access to a training agreement, recognising undertaking and completion of the qualification is voluntary but is strongly encouraged by the DHBs and E tū.
4. Employees must provide their birth certificates or passport to prove they are a New Zealand citizen/resident to meet the criteria to complete a NZQA qualification.

5. Employees are entitled to have a delegate involved in any discussions with the manager about literacy requirements / literacy support necessary.
6. Trainees are introduced to workbooks in small groups by trainer. Employer to supply trainees with copies of any reference materials necessary.
7. Trainees to be encouraged to make arrangements to complete workbooks in groups with the support of the manager/s and delegates.
8. The manager/s to be available to provide assistance to any trainee, including provision of a reader/writer.
9. Practical assessment is done by assessor on the job as appropriate.
10. Once the workbook is completed the assessment papers are handed back to the assessor to be sent to the appropriate ITO
11. Workbooks received back with comments. Employees able to seek support from their manager to resubmit any work that has not been endorsed.
12. Trainees gain qualification and arrangements made for pay increase if applicable.
13. Trainee achievement is celebrated.

## Appendix Three - DHB specific schedules

### **Auckland DHB**

**Service Workers Collective Agreement – Effective 1 July 2005 to 30 June 2006**

#### **Retiring Gratuities:**

#### **29. RETIRING GRATUITIES**

**NB:**

- (i) *This clause shall only apply to workers engaged prior to 7.7.97.*
- (ii) *The total amount paid to an Employee under this provision shall not exceed the total basic salary (T1 rate only) the Employee would have received between their actual severance and the date that the Employee intended to cease permanent employment.*

- 29.1 The parties to this Agreement acknowledge that payment of a gratuity in terms of this clause is at the absolute discretion of the ADHB.
- 29.2 The Employer may pay a retiring gratuity to staff retiring from the ADHB who have had no less than 10 years' service with the employer CHE or its predecessor, with that CHE and one or more other CHE'S or their predecessors and with one or more of the following services: the Public Service, the Post Office, NZ Railways or any university in New Zealand. Provided that for Employees engaged after 1 July 1992, only service with CHE's, Area Health Boards, Hospital Boards or Health Service Community Trusts funded or part funded by a CHE shall be recognised.
- 29.3 For the purposes of establishing eligibility for a gratuity, total 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.
- 29.4 Where part-time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.
- 29.5 Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of Employees who died before retirement or who died after retirement but before receiving a gratuity.

Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.

- 29.6 The Employer may also grant half the normal entitlement to those Employees resigning after not less than 10 year's service to take up other employment.
- 29.7 The calculation of a gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.
- 29.8 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.
- 29.9 An Employee who is granted leave without pay and who remains in the service of the ADHB, will, on retirement, have such leave aggregated with other service for gratuity purposes.

<b>SCALE OF MAXIMUM GRATUITIES</b>	
<b>Period of Total Service</b>	<b>Maximum Gratuity Working Days Pay</b>
Not less than 10 years and less than 11 years	22.5
Not less than 11 years and less than 12 years	25
Not less than 12 years and less than 13 years	28
Not less than 13 years and less than 14 years	31
Not less than 14 years and less than 15 years	33.5
Not less than 15 years and less than 16 years	36.5
Not less than 16 years and less than 17 years	39.5
Not less than 17 years and less than 18 years	42.5
Not less than 18 years and less than 19 years	45.0
Not less than 19 years and less than 20 years	48.0
Not less than 20 years and less than 21 years	51.0
Not less than 21 years and less than 22 years	53.5
Not less than 22 years and less than 23 years	56.5
Not less than 23 years and less than 24 years	59.5
Not less than 24 years and less than 25 years	62.5
Not less than 25 years and less than 26 years	66
Not less than 26 years and less than 27 years	70.0
Not less than 27 years and less than 28 years	74.5
Not less than 28 years and less than 29 years	78.5
Not less than 29 years and less than 30 years	83
Not less than 30 years and less than 31 years	88.0
Not less than 31 years and less than 32 years	92.5

Not less than 32 years and less than 33 years	96.5
Not less than 33 years and less than 34 years	101.0
Not less than 34 years and less than 35 years	105
Not less than 35 years and less than 36 years	109.5
Not less than 36 years and less than 37 years	113.5
Not less than 37 years and less than 38 years	118
Not less than 38 years and less than 39 years	122.5
Not less than 39 years and less than 40 years	126.5
Not less than 40 years	131

**OCS/SFWU SECA 16/12/2013-30/09/2015.**

The clauses in this schedule apply to cleaners who were employed by OCS and were transferred to ADHB on 31 March 2014.

**HOURS OF WORK**

- 8.1 (a) Unless otherwise agreed between the parties to the Agreement, the ordinary time weekly hours of work shall not exceed 40, to be worked on no more than five days of the week and the daily ordinary time hours shall not exceed 8, subject to the provisions of clause (b) below. Employees employed on night shifts shall work a straight shift of eight hours from starting to finishing time, inclusive of one half-hour interval for a meal.
- (b) Where the parties agree to a variation of daily ordinary hours in excess of 8 hours, then overtime shall be paid for all hours worked in excess of those *agreed*. (No more than 10 ordinary time hours shall be worked on any one day).
- 8.4 The number of ordinary hours and daily start and finish times and the days upon which those hours are to be worked, shall be mutually agreed between the employer and the employee concerned
- 8.9 Where the employer requires employees to attend classes of instruction or examinations as part of their education, the time so occupied shall be deemed to form part of their hours of work

## ***Bay of Plenty DHB***

### **Laundry, Kitchen, Orderly, Domestic Employees Collective Employment Agreement – Effective 1 April 2005 to 30 June 2006**

#### **7 Pagers/Bleepers/Tracers**

- (2) This clause shall only apply to Orderlies and Cleaning Supervisors

A worker, who is instructed to be on call to respond to beepers (pagers/tracers) during his/her meal break, shall be paid an allowance of \$2.19 for that meal break.

#### **25 Gratuities (Whakatane Only)**

This clause shall only apply to employees whose current service commenced before 1 July 1992, and who were employed by Eastbay Health on 31 December 1998.

- (1) The employer may pay out the gratuity to an employee who:
- (a) Attains the age of 65 years; or
  - (b) Has attained the age of 60 years and resigns from the company's employ; or
  - (c) In the event of illness or incapacity or on other compassionate grounds is required to cease employment

#### **(2) Laundry Workers**

- (a) The employer may pay a gratuity to an employee who has qualified in terms of sub-clause (1) and who has had no less than 10 years' current continuous service (as defined in Clause 4, sub-clause (5)(b).) Part time service is not to be converted to its whole time equivalent for the purpose of establishing eligibility.
- (b) Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) of employees who died before qualifying as in (1) above or who died after qualifying 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.
- (c) The calculation of a gratuity entitlement shall be in accordance with the scales detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.

- (d) Where part time service is involved, the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.
- (e) An employee who is granted leave without pay and who remains in the service of Eastbay Health will, for the purposes of calculating the gratuity, have such leave aggregated with other service for gratuity purposes.
- (f) Except in the case of cleaners, orderlies, kitchen staff and domestic supervisors:
  - (i) For the purposes of establishing eligibility for a gratuity, total board service may be aggregated, whether this be part time or whole time or a combination of both at different periods;
  - (ii) Gratuities shall be frozen as at 31 December 1998, with the calculation for any payment being based on years of qualifying service as at 31 December 1998 and also on the employee's salary rate as at that same date;
 

a qualifying service shall be rounded up to the next complete year of service as at 31 December 1998;
  - (iii) Employees with less than ten year's service as at 31 December 1998 the maximum gratuity to be frozen shall be calculated on the basis of 3.1 consecutive days for each year of service.

### **GRATUITIES (Tauranga Clause)**

- (1) This clause shall only apply to employees whose current service commenced before 1 July 1992, and who were employed by Western/Eastbay Health on 31 December 1998.
- (2) The employer may pay out the gratuity to an employee who:
  - (d) Attains the age of 65 years; or
  - (e) Has attained the age of 60 years and resigns from the company's employ; or
  - (f) In the event of illness or incapacity or on other compassionate grounds is required to cease employment
- (3) The employer may pay a gratuity to an employee who has qualified in terms of sub-clause (1) and who has had no less than 10 years' current continuous service (as defined in Clause 4, sub-clause (5)(b).) Part time service is not

to be converted to its whole time equivalent for the purpose of establishing eligibility.

- (4) Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) of employees who died before qualifying as in (1) above or who died after qualifying but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.
- (5) The calculation of a gratuity entitlement shall be in accordance with the scales 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) 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.
- (7) An employee who is granted leave without pay and who remains in the service of Western/Eastbay Health will, for the purposes of calculating the gratuity, have such leave aggregated with other service for gratuity purposes.
  - (i) For the purposes of establishing eligibility for a gratuity, total board service may be aggregated, whether this be part time or whole time or a combination of both at different periods;
  - (ii) Gratuities shall be frozen as at 31 December 1998, with the calculation for any payment being based on years of qualifying service as at 31 December 1998 and also on the employee's salary rate as at that same date;  
  
a qualifying service shall be rounded up to the next complete year of service as at 31 December 1998;
  - (iii) Employees with less than ten years service as at 31 December 1998 the maximum gratuity to be frozen shall be calculated on the basis of 3.1 consecutive days for each year of service
- (iii) **SCALES OF MAXIMUM GRATUITIES (Both Sites)**

Period of Total Service	Maximum Gratuity
Not less than 10 years and less than 11 years	31 days' pay
Not less than 11 years and less than 12 years	35 days' pay

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

Note: These are consecutive days.  
(Whakatane Agreement Only)

(3) **Cleaners, orderlies (Whakatane only), kitchen staff and domestic supervisors.**

- (i) Gratuities shall be frozen as at 31 December 1998 with the calculation for any payment being based on years of qualifying service as at 31 December 1998.

Qualifying service shall be rounded up to the next complete year of service as at 31 December 1998.

- (ii) For the purpose of this provision, the following shall be recognised as current continuous service:

Continuous Service with Eastbay Health, Bay of Plenty Area Health Board, United Health Service (and its predecessors) at Whakatane or Opotiki Hospitals.

(iii) A retiring gratuity may be paid, based on the following scale:

<u>Continuous Service</u>	<u>Amount</u>
1 - 2 years	\$550
3 - 5 years	\$950
6 - 7 years	\$1,150
8 - 10 years	\$1,500
11 - 15 years	\$1,700
16 - 20 years	\$1,900
over 20 years	\$2,100

(iv) 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 above scale.

#### **Uniforms and Footwear**

Six pairs of duty socks, stockings or panty hose shall be supplied free of charge or an allowance of \$32.37 per annum be paid for part-time employees.

## ***Canterbury DHB***

### **Combined Unions Support Services Collective Employment agreement Effective 1 July 2005 to 31 December 2006**

#### **20 Special Holidays for Long Service**

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

20.1.1 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).

20.1.2 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).

- 20.1.3 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.
- 20.2 All such special holidays provided for in Clause 20.1 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.
- 20.3 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.

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) shall retain that entitlement but shall not receive the entitlement in Clause 20.1.1 and shall only qualify in Clause 20.1.2 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.

Hours of Work: The ordinary hours of all catering assistants (not just those that transferred from Compass) shall not exceed 80.5 hours per fortnight or 11.5 hours per duty with a minimum number of four days off per fortnight. This is on the basis that they work a roster of 2 on 2 off, 2 on 2 off with each shift being 11.5 hours.

The following will be applied in addition to those provisions set out in clause 10 of this Agreement:

The Building Co-ordinators shall be paid on the Supervisor's pay scale in clause 10.1.

It is noted that E tū and Canterbury DHB will continue to discuss the issue of ward-based catering assistants (see rates below) being paid on the cook's scale in clause 10.1. Should agreement be reached on this matter it may be the subject of a Letter of Intent between the parties

### **Catering Assistants, Food Service Assistants (Ward Based)**

Grade		25 June 18	25 March 19	30 March 20	29 March 21
4	NZQA Level 3 Qualification	\$21.70	\$23.20	\$24.58	\$26.08
3	NZQA Level 2 Qualification	\$20.69	\$22.11	\$23.42	\$24.84
2	12 months No qualifications	\$19.55	\$20.90	\$22.13	\$23.48
1	Commencement No qualifications	\$17.90	\$19.10	\$20.20	\$21.40

Baristas, Administration Workers and drivers will be included in the pay rates above or the pay rates in clause 10.1 of this Agreement.

### ***Capital and Coast DHB***

#### **Orderlies and Security Orderlies Collective Agreement Effective 1 August 2004 to 31 July 2006**

#### **20. RETIREMENT GRATUITIES**

- 20.1** The employer shall pay a retiring gratuity to employees retiring who have had not less than ten years' service recognised as at 30 March 1995.
- 20.2** For the purposes of establishing eligibility for a gratuity, total service may be aggregated whether this be part-time or whole-time or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility. Where part-time service is involved the gratuity should be calculated to reflect this.
- 20.3** Gratuities shall be paid to the estate of employees who dies before retirement or who dies after retirement but before receiving a gratuity.
- 20.4** For the purposes of calculating the amount of gratuity which the employer shall pay, the rate of pay on retirement shall be the ordinary rate of pay only.
- 20.5** From 30 March 1995 no further service shall accrue regarding the payment of retiring gratuities.

**Scale of Maximum Gratuities:  
Period of Total Service**

**Maximum Gratuity**

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

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

## ***Counties Manukau DHB***

### **Spotless Services (NZ) Ltd Collective Employment Agreement -- effective 1 July 2007 to 30 June 2009**

1. **CI. 7 Part-time employees:** Every 12 months the Employer shall supply to the union a complete list of part time positions, stating each position's daily and weekly minimum hours of work. Where the Employer requires a reduction in the hours of work of any position, the consultation processes in CI. 40 of this MECA shall apply.

2 **Cl. 8.4 and Cl. 11.1 Overtime:** No employee shall be required to work on a 6<sup>th</sup> and/or 7<sup>th</sup> day in any week without the payment of overtime.

3 **Cl. 12 Grand-parented Penal Payments for Weekend and Night Work**

Employees specified below who are entitled to ordinary time rate extra (T1) under Clause 5.1(i) and (ii) below from the Spotless Services SECA shall from 1 July 2007 be paid the dollar amount as specified below for all such hours in lieu of the penal rates specified in Clause 5. The specified dollar amount will continue to be paid to the specified individuals only until it is overtaken by the dollar amount provided for under the weekend penal rate provision (Clause 12.1 (ii)).

Henry Makata	\$29.39
Eunice Johansson	\$29.65
Micheal Lowen	\$35.45

Employees specified below who are entitled to ordinary time rate extra (T1) under Clause 5.1 (i) and (ii) **and** a quarter rate extra (T<sup>1</sup>/<sub>4</sub>) under clause 5.2 below shall from 1 July 2007 be paid the dollar amount as specified below for all such hours in lieu of the penal rates specified in Clause 5: The specified dollar amount will continue to be paid (to the specified individuals only) until it is overtaken by the dollar amount provided for under the weekend penal rate provision (Clause 12.1 (ii)).

Ivy Tauhinu	\$29.23
Keith Marjoribanks	\$29.90
Bal Ram	\$29.90
Tony Fukava	\$29.90
Henry Makata	\$29.90
Eunice Johansson	\$29.90
Micheal Lowen	\$35.75

**5. Penal Payments for Weekend and Night Work** (This clause only applies to the employees named above)

5.1 An employee who is required to perform ordinary hours of work on a Saturday or Sunday shall, in addition to the weekly wage, receive the following penal payments:

- (i) For work between midnight Friday and midday Saturday – half ordinary time rate extra (T<sup>1</sup>/<sub>2</sub>) for the first three hours and ordinary time rate extra (T1) thereafter.
- (ii) For work between midday Saturday and midnight Sunday ordinary time rate extra (T1).

- 5.2 An employee who is required to perform ordinary hours of work between the hours of 8pm and 6am on any day shall, in addition to the weekly wage, receive a penal night rate payment at the rate of quarter ordinary time extra (T1/4).
- 5.3 The night rate payment prescribed in sub-clause 5.2 above shall be paid for a minimum of two hours per shift, notwithstanding that less than two hours of the shift may fall between the hours of 8pm and 6am, and it shall be payable in addition to the weekend penal payments prescribed in sub-clause 5.1 above.
- 5.4 The penal payments prescribed in this clause are not payable for work which attracts payments of overtime.
- 7 **Cl. 14.3 Meal allowance:** Where an employee is required to work overtime for more than one hour after completing the usual shift or usual day's work and such overtime extends over the employee's usual meal time, the employer shall provide a meal allowance as specified in Cl. 14.2 or, for Middlemore Hospital employees, a voucher that will provide the employee with a main meal, 2 vegetables and a dessert, redeemable at the Aviary Café, Middlemore Hospital.
- 8 **Cl. 16.2.1 Retiring Gratuities:** The employer may pay a retiring gratuity to staff retiring from the DHB, who were previously employed by Spotless (NZ) Limited and who have no less than 10 years' service with these two employers and one or more of the following services, with that CHE and its predecessors and one or more of the following services: the Public service, the Post employees engaged after 1 July 1992, only service with CHE's Area Health Boards, Hospital Boards or Health Service Community Trusts funded or part funded by a CHE or Area Health Board shall be recognised.
- 16.2.2 For the purposes of establishing eligibility for gratuity, total service may be aggregated, whether this be part-time or whole-time, or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility.
- 16.2.3 Where part-time services are 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 gratuity purposes.
- 16.2.4 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.

16.2.5 An employer may also grant half the normal entitlement to those employees resigning after not less than 10 years' service to take up other employment.

16.2.6 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.

16.2.7 For the purposes of calculating the amount of gratuity an employer may pay, the rate of pay on retirement shall be the basic rates of salary or wages.

16.2.8 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**

<b>Period of Total Service</b>	<b>Allowance</b>
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.

**Note:** The provisions of this clause at Counties/Manukau DHB shall have no application to employees employed subsequent to 27 March 1995.

- 9 **CI 17.1 Transport Allowance:** In respect of Kitchen, Household and Orderly Services Staff: All employees who work any hours after 11.00pm and up to and including 6.00am on any given day will, in respect of that day, receive a transport allowance of \$3.25.

## 11 **Cl. 21 Long Service Leave**

### Eligibility

- a) Employees of Health Contractor and Area Health Boards who have completed 15 years' continuous service as defined below may be granted a once only two weeks' long service leave and on completion of 20 years' continuous service a further once only two weeks' long service leave.
- b) Continuous service is defined as not less than six months' continuous service with the following:
  - (i) Health Service.
- c) Continuous service may be broken by periods of up to three months but any break in service longer than three months shall debar an employee from counting the service prior to that break towards the qualifying period for long service leave. The exception to this is a break in excess of three months for the purposes of parental leave. Continuous service includes periods of service over three months in an overseas posting which are taken up 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, 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.

- 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.

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 their employers, 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) Employers 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 an employer and commencing employment with another, transfer the long service leave. The leave must, however, be taken within five years of qualification.
- (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 employees are to receive a pro-rata reduction of pay, during long service leave.

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 to 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 collective employment Agreement.

**Team Leaders**

Current Counties Manukau employees in a Team Leader role who, on 25 June 2018, hold a relevant Level 3 qualification in Front Line Management will be paid an additional allowance of \$1.50 per hour worked until 30 March 2020.

***Hawkes Bay DHB***

**Domestic Workers Collective Agreement – Effective 1 August 2003 to 31 July 2006 and Spotless Services (NZ) Ltd Collective Employment Agreement – Effective 1 July 2007 to 30 June 2009.**

**Tracer allowance**

15.3 A worker who is instructed to be on call to respond to traces or call-outs during his/her scheduled meal break shall be paid an allowance of \$2.15 for that scheduled meal break.

**Wairoa Supervisor Allowance**

The Wairoa kitchen supervisor shall be paid an allowance of 31 cents per hour for all hours worked in recognition of the requirements to carry out ordering and running of the kitchen

**Retirement Gratuities**

1. The following provision shall only have application to those orderlies who were previously employed by Spotless Services (NZ) Ltd under the Spotless Services (NZ) Ltd Collective Employment Agreement effective 1 July 2007 to 30 June 2009.
2. The Employer may pay a retiring gratuity to staff retiring from the employer who have had no less than 10 years' service with the employer, with that CHE and its predecessors, and with one or more of the following services: the Public Service, the Post employees engaged after 1 July 1992, only service with

CHE's, Area Health Boards, Hospital Boards or Health Service Community Trusts funded or part funded by a CHE or Area Health Board shall be recognised.

3. For the purposes of establishing eligibility for a gratuity, total 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.
4. Where part-time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.
5. Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of Employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.
6. The Employer may also grant half the normal entitlement to those Employees resigning after not less than 10 year's service to take up other employment.
7. The calculation of a gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.
8. For the purposes of calculating the amount of gratuity which the Employer may pay the rate of pay on retirement shall be the basic rates of salary or wages.
9. 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**

<b>Period of Total Service</b>	<b>Allowance</b>
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**

### **Long Service Leave**

10.1 The employees of Hawke's Bay District Health Board may be entitled to Long Service Annual Leave. The conditions for entitlement to this leave are set out in Schedule B.

## **SCHEDULE B LONG SERVICE LEAVE**

The following shall be used for determining entitlement to long service leave.

### **(1) Eligibility**

- (a) Employees of Hawke's Bay District Health Board who have completed 15 years' continuous service as defined below may be granted once only two weeks' long service leave and a further two weeks after 20 years' continuous service.

- (b) Continuous service is defined as not less than six months' continuous service with this Company and its predecessors.
- (c) For the purpose of this schedule, the continuous service of an employee who was in the employ of the Company on 10 October 1994, and is still in continuous service with the Company shall be defined as not less than six months' continuous service with the following:
  - (i) Health Service;
  - (ii) 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.
- (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 Crown Health Enterprise 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 15 or 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 16 or 21 years of qualifying service.
- (f) Excepting that for employees who were employed at that time this Agreement was ratified, leave without pay SHALL be included in the qualifying period where it was granted for:
  - (i) standard New Zealand Government bursaries or similar Government sponsored Contracts;
  - (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 a period 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 15 or 20 years' service, including a period overseas when an employee was serving the Government by enabling it to fulfil an international obligation.

- (g) 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.

**(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 their employers 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 the two or 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 and commencing employment with another Crown Health

Enterprise, transfer the long service leave. The leave must, however, be taken within five years of qualification.

- (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.

(3) **Deceased employees**

The employer may approve a cash payment equivalent to the two lots of two weeks' salary to the widow, widower or if no surviving spouse exists, to dependent child(ren) or to 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.

(4) **For other employees**

- (a) Two weeks' long service leave shall be allowed once only upon completion of 15 years' continuous service with the same employer and a further two weeks long service leave shall be allowed once only upon completion of 20 years continuous service with the same employer. Such leave shall be allowed and taken within five years of entitlement at a time to be mutually agreed upon and shall be on ordinary pay as defined in the Holidays Act 1981.
- (b) The foregoing long service leave shall not be in addition to any special holidays for long service allowed in terms of any previous Contracts and agreements provided that no employee shall have had less than four weeks' leave in respect of long service.

## **Hutt Valley DHB**

**The following conditions will have application to domestic cleaning employees at Hutt DHB**

### **2. Specified Duties**

Cleaners, who, in addition to the normal and expected duties of a cleaner, are required by the employer to undertake specified duties including those listed hereunder, shall be paid an allowance of \$0.40 per hour for the total hours of their day's shift:

- (a) Cleaning within Operating Theatres or Autopsy Rooms, who are required to wear gowns;
- (b) Cleaning of unusually dirty work in out of the ordinary circumstances such as the removal of vomit or excrement deposited outside a toilet;
- (c) Cleaning within an isolated or infectious room; or is required to dispose of sputum, or clean sputum containers; handle infectious linen, bedding or bedding material, including pillows.

### **3. Long Service Leave**

- 3.1 An employee shall be entitled to special leave in recognition of long service with the employer party to this agreement as follows:
- 3.2 One special holiday of 2 weeks after the completion of 15 years and before the completion of 20 years of current continuous service with the same employer.
- 3.3 One special holiday of 3 weeks after the completion of 20 years and before the completion of 30 years of current continuous service with the same employer.
- 3.4 One special holiday of 5 weeks after the completion of 30 years of current continuous service with the same employer
- 3.5 The special holidays provided above shall be on ordinary weekly pay as defined by the Holidays Act and may be taken in one or more periods and at such time or times as may be agreed between the employer and the employee.
- 3.6 If an employee, having become entitled to a special holiday under this clause, leaves their employment before such holiday has been taken, they shall be paid in lieu thereof.
- 3.7 For the purpose of this clause current continuous service with the same employer is defined as not less than 6 months continuous service in work that is covered by clause 2 of this Agreement, with Manchester Property Care Ltd or its predecessor Quality Service Enterprises Ltd, on premises controlled by Hutt Health or its predecessors.

## **4. Industrial Democracy**

### **4.1 Staff Surplus**

4.1.1 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 of plant (or like cause), and at the conclusion of the processes described in sub-clause 40.2 of the MECA, the employer requires reduction in the number of employees or employees can no longer be employed in their current position or work location (i.e. the terms of appointment to their current position), then the voluntary options in sub-clause 4.2 of this clause shall be invoked and negotiated on a case by case basis between the employee and their authorised representative and the employer.

### **4.2 Options**

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

Options (a) to (e) will preclude employees from access to other options. The aim is to minimise the use of severance.

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

## ***Lakes DHB***

**Service and Food Workers Union Taupo Employees Collective Employment Agreement – Effective 2 August 2005 to 1 August 2006 and Spotless Services (NZ) Ltd Collective Employment Agreement – Effective 1 July 2007 to 30 June 2009**

### **Tracer Allowance**

12(j) A worker who is instructed to be on call to respond to traces or call-outs during his/her scheduled meal break shall be paid an

allowance of \$2.40 from Monday the 8th August 2005 for that scheduled meal break.

Rotorua Hospital orderly employees shall also have entitlement to the following:

1. **CI. 12.1 Penal Rates:** Employees specified below who are entitled to T1.5 weekend rate **and** T1.25 under Clause 8 (c) of the Spotless Services Ltd and PSA Collective Employment Agreement -- Rotorua Hospitals Employees will continue to receive the payment. Commencing from 1 July 2010 the payment will be in the form of a \$5.75 per hour allowance and abating every twelve months thereafter at the rate of 75 cents per hour.

#### **Penal Payments for Weekend and Night Work**

(c) The night rate payment shall be paid for a minimum of two hours per shift, notwithstanding that less than two hours of the shift may fall between the hours of 8 p.m. and 6 a.m. and it shall be payable in addition to the weekend penal payments.

#### **Employee Names:**

Richard Maniapoto

2. **CI 17.1 Travel Allowance** Those employees (named below) who, at the commencement of this Agreement, were receiving a daily travel allowance of \$3.25 will continue to receive this. The provision is not available to other existing employees or any new employees engaged after 25 July 1999.

#### **Employee Names:**

Alan Eardly

Joseph Le Lievre

Richard Maniapoto

Peter Te Pania

Gloria Williams

Richard Graham

Joseph Timoti

Wi Ohlson

### ***Northland DHB***

#### **Domestic Employees Collective Employment Agreement – Effective 7 October 2005 to 6 June 2006**

#### **26 Retiring Gratuities**

- 26.1 The employer may pay a retiring gratuity to employees retiring who have had not less than ten years' service with the employer.

26.2 Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage collective agreement has been made or who is in a de facto relationship.

Scale of Maximum Gratuities

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

## **Otago DHB**

### **Otago Security Officers**

#### **RETIRING GRATUITIES**

- 1.1 The employer shall pay a retiring gratuity to Otago Security Officers who meet the following criteria:

##### Security Officers

- i. They were employed by Healthcare Otago at Wakari Hospital and subsequently became employees of Quality Services Enterprises (QSE) when Wakari Hospital based Services were contracted to QSE in June 1997, and remained continuously employed by QSE until July 2001 when Southern DHB began to provide the Security Service in-house and became the employer of the Security Officers previously employed the day prior by the Contractor, and have remained continuously permanently employed by the DHB since; OR  
They were an employee of Southern DHB on 22 June 1997 in another capacity, and have remained continuous permanently employed by the DHB since, and have become a Security Officer after July 2001.
- ii. Although self-evident from (i), to be eligible an employee has to have had at least 10 years of continuous service as an Otago-based employee of the Southern DHB.
- iii. Must be at least age 65 or older
- iv. Must be retiring (i.e., leaving the paid workforce).

Note: For the purposes of this clause, continuous service means no break in service.

##### 1.2 Eligible Service

Eligible service, for the purpose of calculating the retiring gratuity payment, means service with the employer (including QSE as described above), and prior to 01 July 1995, with any Area Health Board, or within the Public Service.

Notwithstanding the above,  
Security Officers who have had their gratuity entitlement either bought out or paid out when they became employees of a contractor shall have no further gratuity entitlement.

- 1.2 For the purposes of establishing eligibility for a gratuity, total service may be aggregated, whether this be part time or whole time, or a combination of both at different periods. Part time service is not to be converted to its whole time equivalent for the purpose of establishing eligibility.

- 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 this 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 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.
- 1.5 The calculation of a gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.
- 1.6 For the purposes of calculating the amount of gratuity to be paid, "salary" in the gratuity calculation formula shall mean the base hourly rate applicable on the last day of employment prior to retirement multiplied by 2086.
- 1.7 An employee who is granted leave without pay and who remains in the service of the company, will, on retirement, have such leave aggregated with other service for gratuity purposes.
- 1.8 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 employment contract that applied on 01 February 1999 (albeit the provision was grand-parented at an earlier date).

## SCALE OF MAXIMUM GRATUITIES

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

NOTE: These are consecutive rather than working days.

In recognition of this the Gratuity shall be calculated using the following formula  

$$\text{Salary} \times \frac{\text{Days Entitlement}}{365} \times \text{FTE} = \text{payment}$$

### Security Officer “Four and Two” Roster

For Security Officers working a four-on two-off roster the following shall apply:

1. Staff will work a rotating four days on and two days off shift roster, repeating over a six-week period. Full-time employees will work five days per week on four weeks, and four days per week on the other two weeks of the cycle.
2. Staff employed to work full duties shall work eight hours and thirty-five minutes per duty.
3. The additional thirty-five minutes work each day shall not be paid at overtime rates, but will be accrued at T1 rate and paid during the week(s) of the roster cycle that staff work the four days. A full-time employee will therefore receive a standard eighty hours ordinary pay each pay period, plus any other appropriate allowances.
4. Overtime rates will apply only after staff have worked eight hours and thirty-five minutes.
5. Penal rates will only be paid for a maximum of 8-hours only, in respect of the relevant hours under clause 12.0.
6. This does not apply to the Evening / Night Shift Supervisor or the relief.

## **LAUNDRY ALLOWANCE**

15.6 All employees will be paid a laundry allowance of 10 cents per hour.

## **RETIRING GRATUITIES**

Memorandum (from Appendix)

The parties record their agreement that those former employees of Health Care Otago who were employed at Wakari Hospital as at 16/6/97 are now included in this agreement, and they shall retain their existing Health Care Otago (CEC 16/6/97 – 30/4/00) rights for restructuring/redundancy, gratuities, and Employer Superannuation Contributions.

## **8 SPECIAL HOLIDAYS FOR LONG SERVICE**

- 8.1 Employees who complete or who have completed 20 years' continuous service with ODHB or a support service contractor working on ODHB's sites, as defined below may be granted once only four weeks' long service leave. Employees who complete 40 years continuous service shall be paid a taxable gratuity equivalent to 2 weeks ordinary pay.
- 8.2 Continuous service is defined as not less than six months' continuous service with the following:
  - (a) Health Service
  - (b) 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.

Notwithstanding the above for staff employed after 01 July 1995, service shall be defined as continuous service with ODHB only, including service that qualifies under clause 14.

- 8.3 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, area health board or CHE in New Zealand.
- 8.4 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:
- (a) standard New Zealand Government bursaries or similar Government sponsored awards;
  - (b) recognised training courses;
  - (c) military service;
  - (d) New Zealand Government service on secondment or otherwise in the Cook Islands, Niue, or Tokelau Islands.

In addition a period 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 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.

- 8.5 Employees who resign (except under 8.7 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.

- 8.6 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.
- 8.7 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.
- (a) Employees who are within two years of retirement when they qualify may, at the discretion of their employers be paid salary for four weeks' leave, in lieu, at the time of retirement.
  - (b) 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.
  - (c) The Company 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.
  - (d) Employees who have qualified for, but not taken long service leave may, when resigning from a board and commencing employment with another, transfer the long service leave. The leave must, however, be taken within five years of qualification.
- 8.8 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.
- 8.9 Allowances and other payments which continue during annual leave SHALL be payable during long service leave.
- 8.10 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.
- 8.11 Reduced hours or part-time workers are to receive a pro rata reduction of pay during long service leave.
- 8.12 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 to 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.

- 8.13 (a) For other employees, four weeks' long service shall be allowed once only upon completion of 20 years' continuous service with the same employer. Such leave shall be allowed and taken within five years of entitlement at a time to be mutually agreed upon and shall be on ordinary pay as defined in the Holidays Act 1981.
- (b) The foregoing long service leave shall not be in addition to any special holidays for long service allowed in terms of any previous contracts and agreements provided that no employee shall have had less than four weeks' leave in respect of long service.

## **TRAVEL PAYMENTS**

20.6(a) Applicable to those workers employed prior to the 26<sup>th</sup> day of October 1990.

Any worker, residing beyond one kilometre by the most direct road route from the place of his employment, required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting such traffic and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting such traffic shall be conveyed to or from his home at the expense of his employer or, if he uses his own transport, he shall be paid an allowance of \$3.41 per day.

No worker shall incur a higher taxi fare than \$10.00 per day. Workers may share a taxi in which case \$10.00 per day shall be allowed per worker towards the taxi fare.

For the purpose of this agreement "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by the worker travelling to or from work.

- (b) For workers commencing employment on or after the 26<sup>th</sup> day of October 1990 and employed on the date this agreement commences the following shall apply.

Any worker, residing beyond one kilometre by the most direct road route from the place of his/her employment required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting of such traffic shall be paid the allowance of \$3.41 per day.

For the purpose of this agreement “public wheeled traffic” shall mean trams, buses, trains, or ferries ordinarily used by the worker travelling to or from work.

Where an employer elects to provide transport the provisions of this clause shall not have application.

- (c) Except for an emergency no worker employed after 1/11/96 has any entitlement under Clause 20.6(a) or 20.6(b). In an emergency such as car breakdown, or disinclination to drive due to snow and/or ice on roads, any worker may, provided they met the criteria of starting before or finishing after the cessation of public wheeled transport, be entitled to a taxi. The parties agree that no worker shall claim more than 5 taxis per year.

## ***South Canterbury***

### **Domestic workers (Orderlies) Collective Agreement – Effective 1 July 2004 to 30 June 2006**

#### **Tracer allowance**

- 11.2 A worker who is instructed to be on call to respond to traces or call-outs during his/her scheduled meal break shall be paid an allowance of \$4.36 for that scheduled meal break.

#### **Retiring Gratuities**

- 36.1 The Employer may pay a retiring gratuity to staff retiring from the Employer who have had not less than 10 years' service with the Employer, and one or more other Companies and with one or more of the following services; the Public Service, the Post Office, New Zealand Railways or any University in New Zealand.
- 36.2 For the purposes of establishing eligibility for a gratuity, total Employer 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.
- 36.3 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.

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

Scale of Maximum Gratuities

<u>Period of 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.

## **E tū Support Services Collective Agreement 31 August 2017 – 14 June 2018**

### Overtime

Overtime worked between the hours of 10.00pm and 6.00am Monday to Friday, shall be paid at rate 1.5 for the first two hours and at rate 2 thereafter. Overtime worked on Saturdays, Sundays and on Public Holidays shall be paid at rate 2.

### Wash-Up Time

Employees who work in the laundry services shall be allowed five minutes before ceasing work at recognised meal times and before ceasing work at the end of the day for washing up and cleaning themselves. Those laundry service employees who are handling foul linen shall have 15 minutes at the end of the day for showering.

### First Aid

Each department will have a qualified designated first aider. The employee who is the designated first aider will be paid an allowance of \$7.26 per week. To ensure cover the employer will encourage a backup person, although the backup person will only qualify for the allowance at the time that he/she is actually covering for the designated first aider.

### Offensive Matter

When an employee is working in direct contact with human or animal faeces or other similarly offensive matter on linen during the course of her/his duties she/he shall be paid T1/4 rate in addition while undertaking such work. It is the responsibility of the sorting room employees to submit the claim for payment under this clause to the Unit Manager for approval.

### Retiring Gratuities

- 15.1 The Employer may pay a retiring gratuity to staff permanently retiring from the workforce who have had no less than 10 years service with the Board, or with the Board 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 that, for employees engaged after 1 July 1992, to 30 November 1995 only service with Area Health Boards and Crown Health Enterprises shall be recognised. Employees employed after 1 December 1995 only service with South Canterbury District Health Board will be recognised.

- 15.2 For the purposes of establishing eligibility for a gratuity, total 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 wholetime equivalent for the purpose of establishing eligibility.
- 15.3 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.
- 15.4 Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage Agreement has been made or who is in a de facto relationship.
- 15.5 The calculation of a gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.
- 15.6 For the purposes of calculating the amount of gratuity which the Board may pay, the rate on retirement shall be the basic rate of salary or wages.
- 15.7 An employee who is granted leave without pay and who remains in the service of the Board will, on retirement, have such leave aggregated with other service for gratuity purposes.

<u>Period of 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.

### ***Tairawhiti DHB***

#### **Meal Breaks and Rest Periods:**

All employees shall be entitled to rest breaks of 15 minutes each for morning tea, afternoon tea or supper, and the equivalent breaks for night duty where these occur during duty, shall be recognised as time worked.

#### **ITO Payment (Janet Malcolm)**

The above employee shall be entitled to 25 cents an hour in addition to her hourly rate in recognition for having completed stages 1 and 2 of the Cleaning ITO Certificate providing she has not progressed to a higher grade on the wages scale following 1 October 2013.

## ***Taranaki DHB***

### **Support Services Collective Agreement – Effective 1 January 2005 to 30 June 2006**

#### **1. Tracer Allowance**

Cleaners and Orderlies who are instructed to be on call to respond to traces or call-outs during his/her scheduled meal break shall be paid an allowance of \$2.10 for that scheduled meal break.

##### Conditions

- a) The term "leave year" means the year ending with the anniversary date of your appointment.
- b) You should take leave in the year in which it accrues. TDHB may permit all or part of the annual leave accruing in respect of a leave year to be postponed to the next following year, but no employee's annual leave balance at any one time should not exceed 2 years' entitlement.
- c) Where employees work part-time they will receive a pro-rated payment.
- d) Irregular employees may qualify for the additional annual leave granted by virtue of sub clause b) of this clause where they have worked an average of 0.4FTE for each year of the previous six years.

#### **2. Buddy Training Allowance**

Any employee requested by the employer to take responsibility for training a new employee shall be paid an extra \$1.00 per hour covering three eight hour shifts to a maximum of 24 hours.

#### **3. Cleaners Operating Theatre Allowance**

Cleaners who are employed to work in the operating theatre shall be paid an allowance of 37 cents per hour worked in the theatre.

#### **4. Meal Allowance**

The employee will be paid a meal allowance of \$10.00 in the following circumstances:

- Where the employee is unable to be relieved from work for a meal break;
- Where the employee works ordinary hours (0600 to 1800) and works beyond 1900;
- Where an employee works an afternoon or evening shift;
- Where the employee is called upon to work more than one hour of overtime Monday to Friday inclusive or after 1 p.m. on Saturday or Sunday.

Where an employee is required to “special” a patient and cannot be relieved for a meal break then a meal will be delivered from the TDHB café at TDHB’s expense, in the relevant Ward’s meal trolley and provided to the employee. In this instance the employee will not be entitled to a meal allowance.

5. Socks

Orderlies and cleaners shall receive four pairs of socks annually.

## ***Waikato DHB***

### **Domestic Workers Collective Agreement – Effective 1 March 2004 to 28 February 2007**

#### **Tracer allowance**

13 (3) A employee who is instructed to be on call to respond to traces or call-outs during his/her scheduled meal break shall be paid an allowance of \$2.11 for that scheduled meal break.

#### **Retiring Gratuities**

**35 NOTE:** This clause shall not apply to employees employed after the 26 August 1992.

- (1) Retiring gratuities shall only be paid to eligible staff who are retiring from the organisation (with the express intention of retirement from the paid workforce), or who are retiring early on medical grounds, who have had not less than 10 years' service with the employer, with that employer and one or more other District Health Board, Hospital and Health Service, Crown Health Enterprise, Hospital or Area Health Board and with one or more of the following services: the Public Service, the Post Office, New Zealand Railways or any university in New Zealand.

Where an employee believes that the approval of a retiring gratuity payment is being unreasonably withheld by their manager they may seek a review of this decision by the Chief Executive.

- (2) For the purposes of establishing eligibility for a gratuity, total organisation service will be aggregated, whether this be part-time or whole-time, or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility.
- (3) Where part-time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.
- (4) Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.
- (5) The calculation of a gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.
- (6) For the purposes of calculating the amount of gratuity which the employer will pay the rate of pay on retirement shall be the basic rates 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.

## SCALE OF MAXIMUM GRATUITIES

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

NOTE: These are consecutive rather than working days.

## **Waitemata DHB**

### **Service Workers Collective Agreement – effective 1 August 2004 to 31 July 2006**

#### **36 Retiring gratuities**

- 36.1 The employer shall pay a retiring gratuity to staff retiring from the DHB who have had no less than 10 years' service with the employing DHB, with that DHB and one or more other DHB and with one or more of the following services: Hospital/Area Health Boards/CHEs/HHSs, the Public Service, the Post Office, NZ Railways or any university in New Zealand. Provided that for employees engaged after 1 July, 1992, only service with DHBs, HHSs, CHEs, Area Health Boards, Hospital Boards or Health Service Community Trusts funded or part funded by a DHB shall be recognised.
- 36.2 For the purposes of establishing eligibility for a gratuity, total service may be aggregated, whether this be part-time or whole-time, or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility.
- 36.3 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.
- 36.4 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.
- 36.5 The employer may, in exceptional circumstances, consider approving the payment of half or all of the normal entitlement to those employees who leave the service of Waitemata DHB after 10 years service. Such exceptional circumstances may include sickness or retirement on medical grounds but not usually include resignation to take up other employment.
- 36.6 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.
- 36.7 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.
- 36.8 An employee who is granted leave without pay and who remains in the service of the DHB, will, on retirement, have such leave aggregated with other service for gratuity purposes.

## SCALE OF MAXIMUM GRATUITIES

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

NOTE - Gratuity equates to the pay that would be earned in the period of consecutive days. That is, non-working & therefore unpaid days are included in the total number of days

### 9.0 Long service leave

For all employees the following provision shall apply for Long Service Leave:

#### 9.1 Eligibility -

- (a) Employees who have completed 10 years' continuous service as defined below shall be granted two weeks' Long Service Leave. A further one weeks' Long Service Leave shall be granted on completion of each subsequent 5 year's service, as defined below.
- (b) Continuous service is defined as not less than six months' continuous service with the following:

- (i) Health Service;
  - (ii) 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; Contractors within the Health Service, and undertakings taken over by Government as going concerns, provided that service with the organisations listed in sub-clause 9.7(a) (ii) (2) shall not be counted for employees who commenced after 1 July 1992.
- (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 which are taken after resignation from a hospital, Area Health Board, CHE, HHS or DHB 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 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 11 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 a period 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.

- (e) Employees who resign (except under 9.2 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.

## 9.2 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. The only exceptions to this rule is that staff who may become immediately entitled to long service leave by virtue of the change to this agreement will be notified and given a reasonable opportunity to apply and take long service leave .
  - (i) Employees who are within two years of retirement when they qualify may, at the discretion of the employer, be paid salary for the balance of Long Service Leave at the time of retirement.
  - (ii) Employees who are at or close to their eligibility for Government National Superannuation and who give notice of resignation may, at the discretion of the employer, be paid salary for the balance of Long Service Leave at the time of their resignation.
  - (iii) The employer may pay salary for the balance of Long Service 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 an employer and commencing employment with another, transfer the Long Service Leave. The leave must, however, be taken within five years of qualification.
- (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.

## 9.3 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 to 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 CEC.

### **Penal Payments for Weekend and Night Work**

Employees specified below who are entitled to ordinary time rate extra (T1) under Clause 5.1.1 (i) and (ii) below shall from 1 July 2007 be paid the dollar amount as specified below for all such hours. The specified dollar amount will continue to be paid (to the specified individuals only) until it is overtaken by the dollar amount provided for under the weekend penal rate provision (Clause 12.1 (ii)) of this MECA.

Rubena Cameron	\$30.56
Brenda Cameron	\$26.58

#### **5. Penal Payments for Weekend and Night Work** (This clause only applies to the employees named above.)

5.1 5.1.1 An employee who was engaged prior to 6 March 1998 and is required to perform ordinary hours of work on a Saturday or Sunday shall, in addition to the ordinary rate, receive the following penal payments:

- i. For work between midnight Friday and midday Saturday – half ordinary time rate extra (T ½) for the first three hours and ordinary time rate extra (T1) thereafter.
- ii. For work between midday Saturday and midnight Sunday ordinary time rate extra (T1).

5.1.3 No employee engaged prior to 6 March 1998 will be disadvantaged by the introduction of Clause 5.1.2.

5.2 An employee who is required to perform ordinary hours of work between the hours of 8.00pm and 6.00am on any day shall, in addition to the weekly wage, receive a penal night rate payment at the rate of quarter ordinary time extra (Tx1 ¼).

5.3 The night rate payment prescribed in clause 5.2 above shall be paid for a minimum of two hours per shift, notwithstanding that less than two hours of the shift may fall between the hours of 8.00pm and 6.00am, and it shall be payable in addition to the weekend penal payments prescribed in clause 5.1 above.

- 5.4 The penal payments prescribed in this clause are not payable for work which attracts payment of overtime.

## **18. Health and Safety**

- 18.7 Regular eye tests at the employer's expense shall be conducted for operators of Visual Display Units. The test shall occur before such work is undertaken and shall be repeated at intervals of six months.

## **35 Retirement Gratuities**

- 35.1 The Employer shall pay a retiring gratuity to staff retiring from the DHB, who transferred from Spotless Services and who have had no less than 10 years' service with these employers or one or more of the following services, with the CHE and one or more other CHE's and with one or more of the following services: Hospital/Area Health Boards, the Public Service, the Post Office, NZ Railways or any university in New Zealand. Provided that for employees engaged after 1 July 1992, only service with CHE's, Area Health Boards, Hospital Boards or Health Service Community Trusts funded or part funded by a CHE shall be recognised.
- 35.2 For the purposes of establishing eligibility for a gratuity, total service may be aggregated, whether this be part time or whole time, or a combination of both at different periods. Part time service is not to be converted to its whole time equivalent for the purpose of establishing eligibility.
- 35.3 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.
- 35.4 Gratuities shall be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.
- 35.5 The employer shall, in exceptional circumstances, consider approving the payment of half or all of the normal entitlement to those employees who leave the service of Spotless Services after 10 years service. Such exceptional circumstances may include sickness or retirement on medical grounds but not usually include resignation to take up other employment.
- 35.6 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.

35.7 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.

35.8 An employee who is granted leave without pay and who remains in the service of Spotless Services, the CHE and its predecessors, will, on retirement, have such leave aggregated with other service for gratuity purposes.

### **Scale of Maximum Gratuities**

<b>Period of Total Service</b>	<b>Maximum Gratuity</b>
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	42 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.

## **West Coast DHB**

The following employment conditions will continue to have application to West Coast DHB laundry workers:

### 1. Wash-up Time

- (a) Where applicable workers shall be allowed five minutes before ceasing work at recognized meal times and before ceasing work at the end of the day for washing and cleaning themselves
- (b) Workers employed sorting fouled linen, wash persons handling fouled linen and workers handling fouled bags shall be allowed up to 15 minutes for the purpose of taking a shower, immediately after ceasing that duty for the day.

### 2. Overtime

Overtime is paid for time worked of more than 8 hours day, more than 40 hours per week and outside of the hours 6 a.m. and 6 p.m. Monday to Friday. Double time is paid for working after 10 p.m., before 6 a.m., after noon on Saturday and all day Sunday. A suitable meal will be provided for workers working overtime after 1 p.m. on a Saturday or Sunday.

### 3. Sick Leave

- (a) Subject to the provisions of the following clauses (b) to (f) below the employer will grant paid sick leave to employees on a no limit basis. Provided that part-time employees will be aid sick leave at the pro-rata rate.
- (b) Sick leave will be recorded in working days only, and absences from duty of less than two hours shall not be recorded.
- (c) Any sick leave may be required to be supported by a medical certificate.
- (d) Wherever possible the employee shall ensure that notice is given to the employer on the first day of absence due to illness.
- (e) **Long term illness** - Where an illness of up to six months duration is involved, supported by appropriate medical information and it seems likely that the employee concerned will be unable to resume duty within the foreseeable future, the employer may after agreement with the employee and their representative, continue paid sick leave or explore other options.

#### 4. Obnoxious Work Allowance

Workers required to handle materials involving contact with excrement or other similarly offensive material shall be paid at half ordinary time rate in addition to the rate appropriate at the time whilst so employed. The period for which this payment is made to any worker shall be assessed on a daily basis by the Laundry Manager in consultation with the union with a minimum payment of two hours at half ordinary time in addition. If an agreement is not reached then the facilities coordinator can make a final decision.

#### 5. Long Service Leave

- (a) An employee shall be entitled to long service leave of one week upon completion of a five year period of current continuous service. Current continuous service shall be deemed to include prior continuous service with another DHB. Such entitlement may be accrued. However, any service period for which a period of long service leave has already been taken or paid out shall not count towards this entitlement.
- (b) Long Service Leave will be paid for each week of leave on the same basis as annual leave in accordance with the Holidays Act 2003. This will be based on the employees FTE status at the time of taking the leave. Wherever practicable long service leave is to be taken in periods of not less than a week.
- (c) Leave without pay in excess of three months taken on any one occasion will not be included in the 5 year qualifying period, with the exception of parental leave.
- (d) The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment.
- (e) In the event of a 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.

## **Side Letter dated 01/10/2015**

E tū and the DHBs recognise that there are two practices in place in DHBs with regard to the rate of payment for full time employees who work on their rostered days off and part time employees who work on what is known as the 6th and 7th day of their week; some DHBs pay overtime rate for this work, whereas other DHBs pay the overtime rate for the worked hours greater than 80, regardless of when the 'days off/6th and 7th day of the week' actually fall within the fortnight, which means the hours paid at overtime rate will normally fall at the end of the fortnight.

It is agreed, as a term of the settlement of the 2015-18 MECA, that DHBs, who pay overtime rates when full time employees and 5-days/week contracted part time employees work (other than call backs) on their rostered days off will not change this practice through the coming into effect of this Agreement. In the event that such a DHB intends to change this practice, the DHB will provide E tū with a minimum of 2-months written notice of their intention to do so, to allow E tū to dispute this decision if they so wish.

The agreement for DHBs not to change their practices will lapse in the event that E tū does take, and loses, a dispute regarding this matter.

## Appendix 4 Wages

The following pay scale applies to Home Support Workers.

<b>Level</b>	<b>Qualification or service</b>	<b>1 July 2017 Year 1</b>	<b>1 July 2018 Year 2</b>	<b>1 July 2019 Year 3/4</b>	<b>1 July 2021 Year 5</b>
<b>1</b>	L0 <u>or</u> <3 years service	\$19.00	\$19.80	\$20.50	\$21.50
<b>2</b>	L2* <u>or</u> 3+ years service	\$20.00	\$21.00	\$21.50	\$23.00
<b>3</b>	L3* <u>or</u> 8+ years service	\$21.00	\$22.50	\$23.00	\$25.00
<b>4</b>	L4* <u>or</u> 12+ years service	\$23.50	\$24.50	\$25.50	\$27.00
<b>4b</b>	Reaches 12+ years service after 1 July 2017 with no L4*	\$22.50	\$23.50	\$24.50	\$26.00

\*"Qualifications" are the New Zealand Certificates in Health and Wellbeing (Levels 2-4) issued by NZQA or a qualification (whether from New Zealand or overseas) that is recognised by Careerforce as being equivalent to these certificates.

"Service" only applies to those already employed at 1 July 2017 and is continuous employment with the current employer including service recognised as continuous for the purposes of transferring workers. For clarity those care and support workers employed after 1 July 2017 will enter and progress through the pay scale on the basis of qualifications only and will not progress based on service.

### Pay Rate Progression for Existing Care and Support Workers

All existing care and support workers on 1 July 2017 will enter the pay scale on the basis of either service or qualifications, whichever gives them the higher pay rate.

Progression through the pay scale following 1 July 2017 will occur immediately when a worker passes a service step or attains the applicable qualification as set out below:

- Progression to Level 2 will be on achieving the Level 2 qualification or after the completion of 3 years current continuous service.

- Progression to Level 3 will be on achieving the Level 3 qualification, or after 8 years current continuous service.
- Progression to Level 4 will be on the achieving the Level 4 qualification.
- Progression to level 4b will be on reaching 12 years services but have not yet achieved a level 4 qualification.

**Pay Rate Progression for Care and Support Workers employed after 1 July 2017**

- Progression to Level 2 will be on achieving the Level 2 qualification.
  - Progression to Level 3 will be on the achieving the Level 3 qualification.
  - Progression to Level 4 will be on the achieving the Level 4 qualification.
- (Level 4b does not apply to staff employed after 1 July 2017).

**Employer to Ensure Care and Support Workers are able to gain qualifications**

The employer must take all reasonably practicable steps to ensure workers attain the following NZ Health and Wellbeing Certificate (or their equivalent) qualifications within the following maximum time periods:

- Level 2 Certificate – within 12 months of commencement of employment
- Level 3 Certificate – within 3 years of commencement of employment
- Level 4 Certificate – within 6 years of commencement of employment

NOTE: for employees who have reached the maximum time periods on or within 12 months of 1 July 2017 the employer will ensure they have the opportunity and support to attain the qualifications as a priority and within reasonable timeframes as agreed with the union.

The employer support for training is also set out in the Care and Support Workers Pay Equity (Settlement) Act 2017 and Appendix 2(a) of this MECA.

As per Section 10 of the Care and Support Workers Pay Equity (Settlement) Act all home support workers are paid an allowance for working a Saturday or a Sunday or after 5 p.m. on a weekday through converting their DHB MECA 2015-18 penal rates for home support workers into allowances.

This means that all home support workers will be paid the following allowances, in addition to their ordinary time pay rates instead of the penal rates in clause 12 of this Agreement:

Night Shift Allowance (8 p.m. to 6 a.m.)– \$4.823 an hour

Weekend Allowance (Friday midnight until Sunday midnight) - \$9.645 an hour

## Working Party Commitment

The parties to this Agreement have made the following commitment to address the following matters by way of a DHB/E tū Working Party:

1. Audit on use of Casual staff
2. Hours of work and overtime
3. ITO/ Service Managers Engagement Group

### 1. Casuals

In bargaining, the union claimed to change “permanent” to “regular” in “Part-time Employee” definition.

The union believes there are arguments about what “permanent” is because it is an employer defined term. The number of “permanent” employees is often capped by DHBs. The new Employment Relations Act provision around guaranteed hours is clearer around “regular” work as opposed to permanent work. The test in employment standards legislation is on regular work. If an employee is working regularly there are also potential problems under the Holidays Act if they have been engaged for more than 12 months being entitled to paid leave as well as the 8% they may have been paid up until this point.

The DHBs believe that changing “permanent” to “regular” causes issues.

**Agreed:** There will be a joint union-DHB audit of casuals. E Tū will draft an audit tool for DHBs to consider. The audit will be carried out locally and any issues arising out of that will be dealt with at those local DHBs.

### 2. Hours of Work and Overtime

The union claimed the following changes and amendments to the schedule if these words were agreed:

**8.4 Hours of Work** Add the words to the end of the second sentence “.. but if they do work shall be paid overtime rates as per clause 11.1 of this Agreement.”

#### **Clause 11 Overtime**

11.1 Delete this sub-clause and replace with the following:

*“Overtime is time worked in excess of 8 hours per day (this overtime can occur before or after the normal rostered work) or 80 hours per two-week period, or on an employee’s two weekly rostered days off (see clause 8.4) providing such work has been authorised in advance. Overtime hours are*

*paid at one and one half (T1.5) times the ordinary hourly rate for the first three hours and after this at double the ordinary hourly rate.”*

### 11.3 Delete

Following discussion regarding concerns of how this impacted part-time staff the union countered with *“Overtime is time worked in excess of 8 hours per day (this overtime can occur before or after the normal rostered work) or 80 hours per two-week period, or a full time employees ~~on an employee’s two-weekly~~ rostered days off (see clause 8.4) providing such work has been authorised in advance. Overtime hours are paid at one and one half (T1.5) times the ordinary hourly rate for the first three hours and after this at double the ordinary hourly rate.”*

Leave anything better in the schedules.

The DHBs believe this clause is being applied correctly but are aware of some inconsistency (refer side letter at back of existing MECA dated 1/10/2015).

The parties agreed that it was desirable to look at this during the term of the Agreement.

### **3. ITO/ Service Managers Engagement Group**

The union and the DHBs will seek to establish a regular engagement forum with the ITOs so that the ITOs remain best placed to deliver the types of training that DHBs need to develop and retain a skilled and qualified service workforce.

The engagement group is mandated to work with the ITOs so that the ITOs continue to develop, offer, and provide access to relevant qualifications at the right level for DHB employees covered by this MECA.

This also includes reaching agreement on an interim arrangement for laundry employees to all be able to achieve the Level 3 Qualification rate given that there is currently no Level 3 certificate that specifically deals with laundries.