



Waikato District Health

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Collective Employment Agreement for Attendants

1 July 2021 to 30 June 2024

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1.0 AGREEMENT FORMALITIES

1.1 Parties

In terms of Sections 51 to 56 of the Employment Relations Act 2000 this Collective Agreement (Agreement) is made between:

WAIKATO DISTRICT HEALTH BOARD
(Hereinafter referred to as 'the employer')

AND:

UNITE
(Hereinafter referred to as 'the union')

1.2 Coverage and Application

- (a) This Agreement will cover all employees at all sites of the employer who are employed as Attendant, or supervisor but who may from time to time use different titles, and whose membership of the union has been made communicated in writing to the employer.
- (b) Clause 1.2(a) is subject to ss.57 & 58 of the Employment Relations Act.
- (c) 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.

At the time 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 Unite that is a party to the collective agreement; and
- iii) That in any case, the employee will be offered the terms and conditions of the Unite CA and will have 30 days to decide if they wish to join Unite or not
- iv) That in accordance with Section 63A of the Employment Relations Act be provided with an active choice form within 10 days of their employment starting, and
- v) will provide the employee with information on how to contact the Unite and appropriate union material that the union supplies to the employer for giving to new employees.

1.3 New employees

- (a) The Parties agree that any new employee who is eligible to be covered by the coverage clause of this Agreement but who has not advised that they are a member of Unite or another union that has coverage of the work type specified in clause 1.2(a), shall have at least for the first 30 days of the employee's employment their terms and conditions covered by this Agreement and shall be provided with a copy of it or access to a copy.
- (b) The employer shall also provide the employee contact details for the union, subject to the union providing such details to the employer.

(c) Clause 1.3(a) is subject to S.62(3)(a) of the Employment Relations Act.

1.4 Definitions

As at 1 July 2022, the Waikato District Health Board will become part of Health New Zealand. The Waikato District Health Board will now be known as Te Whatu Ora – Waikato District.

For all employees covered by this agreement, the following definitions shall apply:

"Full-time employee" means an employee who works not less than the "ordinary" hours set out under "hours of work" in clause 2 of this agreement.

"Casual employee" means an employee who has no permanent set hours or days of work and who is asked to work as and when required.

"Duty" means a period of service required to be worked by any employee during any one period of 24 hours.

"Shift work" is defined as substantially the same work performed by two or more employees or two or more successive sets or groups of employees working successive periods.

"Part time employee" means an employee, other than a casual employee, who works on a regular basis but less than the ordinary hours set out in the hours of work clause. Unless expressly in this CA stated all wages and benefits stated in the document are specified to be for full-time employees. As such, all wages, benefits (leave etc.) will be pro rata for part time employees according to the hours worked unless specifically stated otherwise.

"Temporary/fixed term employee" Subject to Section 66 of the Employment Relations Act 2000, means an employee who is employed for a specified limited term for a specified project or situation or, for example, to replace an employee on parental leave or long term accident or sickness. There is no expectation of ongoing employment. Staff employed on fixed term employment agreements are not entitled to the provisions contained within the staff surplus clause.

"Recognised Service" means the current/continuous service with the Waikato District Health (or its predecessor), except where otherwise defined in the applicable clause. Casual staff shall not have their service recognised as continuous if subsequently the casual staff member becomes permanent.

"Roster" see "Hours of Work" clause 2.3.

1.5 Policy

- (a) The parties' acknowledge the right of the employer to develop its own internal policies and procedures. In the event that there is any inconsistency between the employer's policies or procedures and a provision of this agreement, the provision of this agreement will prevail.
- (b) The union will be provided with an opportunity to comment and be consulted on any new policies or amendments to existing policies that have the potential for a material effect on employees' conditions of employment.

1.6 Variation to Agreement

This collective agreement may be varied. Such variation shall be in writing and appended to this Agreement.

1.7 Completeness

The provisions of this Agreement shall render null and void any other previous employment agreements (individual or collective), contracts, terms and conditions of employment, customs and practices, expressed or implied, that may have applied before this Agreement came into force.

1.8 Savings

Except as specifically varied by this Agreement nothing in this Agreement shall operate as to reduce the ordinary (T1) salary/wage rate applying to any employee unless specifically agreed between the parties during the negotiations.

1.9 Non waiver understanding

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

1.10 Term

This agreement will be deemed to apply from 1 July 2021 and shall expire on 30 June 2024.

2.0 HOURS OF WORK AND RELATED PROVISIONS

2.1 The Week

The week shall start and end at 2400 hours each Sunday. When the major part of a duty falls on a particular day, the whole duty shall be regarded as being worked on that day for the purpose of establishing which week the day belongs to.

2.2 Ordinary Hours of Work

2.2.1. The parties note that the Health and Safety at Work Act 2015 S.36 (1) requires the employer to ensure, so far as is reasonably practicable, the health and safety of workers.

2.2.2. In designing and implementing shift rosters to meet service needs, the employer shall ensure the disruption, personal health effects and fatigue associated with shift work are minimised for the group of workers involved. Rosters shall be jointly developed and reviewed by the employer, representatives of the affected employees and Unite Union.

Attention is drawn to the rostering guidelines of the employer. The employer will endeavour to ensure safe staffing levels and appropriate skill mix in work areas. There shall be a programme of regular monitoring of staffing levels and skill mix. Any identified staffing deficiencies shall be addressed.

2.2.3. The ordinary working hours of an employee employed full-time shall be 80 per fortnight.

2.2.4. 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 Health New Zealand) and the Union can agree variations to less than the three hours that will be recorded in writing and signed).

2.2.5. 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.

2.2.6.(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.

2.2.7.(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 periods of normal rostered work;
 - (a) periods of overtime that are continuous with a period of normal rostered work;
 - (b) 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.

2.3 Rosters

- (a) Rostered duty means a schedule of duty times showing the days of the week and or shifts when an employee is to be on or off work respectively.
- (b) Rosters shall be notified to the employees involved at least 14 days prior to commencement of the roster period, and shall be for a minimum roster period of 2 weeks (14 days).
- (c) Employees may change duties with one another with the prior approval of the employer.
- (d) Employees will not be required to change between day and night duties more than once in any 80hour fortnight except in cases of emergency in line **with the definition of day shift.**
Day shift definition: Includes any shift with a start time between 6.30am – 10.30am

2.4 Variation of Hours of Work Requirements

2.4.1 Emergencies

The employer may require variations to hours of work requirements to meet the needs of emergencies. "Emergency" means an unpredicted combination of circumstances that require immediate action.

2.4.2 Occasional Variations

Occasional variations to the times of day and/or days of week to meet service requirements shall be by agreement between the employer and the employee.

2.4.3 Changes to Hours of Work Requirements

- (a) Except as provided for above, where the employer requires an employee to change their shift pattern or hours of work to meet service needs, the employer will consult with the employee about the proposed change. A minimum of one month prior notice of any change resulting from the consultation is required. The contracted number of hours worked per fortnight may not be changed without agreement of both parties.

- (b) Hours of work requirement, if not defined in their current terms of employment, means the regular routine or rostered hours normally worked by an employee on an on-going basis. The hours of work requirement shall comply with this section.

2.5 Shift Workers

- (a) May be employed during any period of each twenty-four hours, the weekly hours to be an average of 40 hours made up to five shifts, each not exceeding eight hours.
- (b) For the purpose of this clause shift work shall mean all regular and continuing periods of rostered duties. An employee shall be deemed to be a shift worker if employed on five consecutive shifts, but the intervention of rostered days off shall be deemed to break the consecutiveness of such shifts.
- (c) Shift workers shall be allowed half an hour meal break in each shift without deduction from pay, provided that if a meal interval is not allowed, sufficient time will be allowed for a meal to be taken without a complete cessation of duties, and such time shall be regarded as time worked for payment purposes.
- (d) All correctly authorised time worked in excess of the ordinary hours specified in sub-clause (a) hereof, shall be deemed to be overtime and paid at overtime rates.

2.6 Flexible Working Hours

Under the provision of this clause the ordinary hours and days of work may be varied by mutual agreement between the employer and the employee/s. This clause allows (but is not restricted to):

- (i) Ordinary hours of work to be on any five days of the week (Monday to Sunday) with consecutive days off
- (ii) Variation in starting and finishing times
- (iii) Longer working days but not more than 10 hours with consecutive days off
- (iv) Four day weeks and/or eight day fortnights.

Approval to work flexible hours will need to be considered in relation to operational requirements but shall not be unreasonably withheld. Flexible working hours currently in operation may be continued.

2.7 Meal Periods and Rest Breaks

- (a) Except when required for urgent or emergency work, and except as provided in (b) below no employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.
- (b) An employee unable to be relieved from work for a meal break shall be allowed to have a meal on duty and this period shall be regarded as working time.
- (c) Except where provided for in (b) above if an employee is unable to take a meal after five hours' duty they shall be paid at time and one half (T1.5) the ordinary hourly rate from the expiry of five hours until the time when a meal can be taken.
- (d) Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked. During the meal break or rest breaks prescribed above, free tea, coffee, boiling water, milk and sugar shall be supplied by the employer.

2.8 Minimum Breaks

- (a) A break of at least nine (9) continuous hours must be provided wherever possible between any two qualifying periods of work of a full duty or more, except that if a 10-hour duty has been worked then a break of 12 consecutive hours must be provided wherever possible.

- (b) The qualifying periods of work for the purposes of this clause are:
 - (i) A duty, including any overtime worked either as an extension or as a separate duty;
or
 - (ii) Call back where the daily ordinary hours or more are worked continuously.
- (c) If a break in accordance with clause 2.8(a) cannot be provided between qualifying periods of work, the period of work is to be regarded as continuous until a break of at least nine or 12 continuous hours is taken and it shall be paid at the overtime rate as specified in clause 2.11.(a) below.
- (d) Time spent off duty during ordinary hours of work solely to obtain a nine-hour (or 12 hour) break shall be paid at the normal hourly rate of pay. Any absence after the ninth or twelfth continuous hour of such a break, if it occurs during ordinary hours of work, shall be treated as a normal absence from duty.

2.9 Overtime and Penal Time

- (a) Overtime is time worked in excess of the rostered hours for each duty, or when an employee's hours exceed eighty hours per fortnight. Part-time employees shall not be paid overtime until 8 hours (or 10 hours for a 10-hour rostered duty) in any one-day has been exceeded.
- (b) Penal time is time worked within ordinary hours of work on a Saturday, a Sunday or a public holiday.

2.10 Overtime and Penal Rates

2.10.1 Overtime Rates

Where required, overtime worked on any day, other than a public holiday shall be paid at one and one half the ordinary hourly rate of pay (T1.5)

2.10.2 Penal Rates

Where required penal time shall be paid at the following rates:

- (a) Weekend rate - midnight Friday to midnight Sunday at time one half the ordinary hourly rate (T1.5).
- (c) Public holidays shall be paid as per Clause 4.3

2.10.3 Limits of Payment for Overtime and Penal Time

- (a) Overtime
Overtime and penal time shall not be paid in respect of the same hours worked.
- (b) Time in Lieu
By mutual agreement, time in lieu for authorised overtime, may be taken at times mutually agreed between the employee and the employer within specified timeframes. The hours shall be granted as time for time.

2.10.4 Night rate

- (a) An employee whose normal hours of duty fall between 8.00pm and 6.00am from midnight Sunday/Monday to midnight Friday/Saturday will be paid at time and a quarter (T1.25) the ordinary hourly rate for all hours between 8.00pm and 6.00am.
- (b) Night rate is not to be paid when overtime is being worked. Night rate will not be paid for work undertaken on a public holiday which attracts other penal rates.

2.11 Employee Initiated Shift Changes

When a staff member changes shift with another employee at the request of the employee as opposed to the request of the employer, the staff member shall not be entitled to the payment pursuant to clauses 2.9 or 2.10. Such changes shall still request the prior approval of the manager.

2.12 Guaranteed hours

Employees (excluding casuals), engaged from the date of settlement, will have their hours of work set out in their letter of offer.

Hours of work include, as per section 67C of the Employment Relations Act:

- (a) the number of guaranteed hours of work
- (b) the days of the week on which work is to be performed
- (c) the start and finish times of work
- (d) any flexibility in the matters referred to in (b) or (c) above

If there are changes agreed to and employee's hours of work, variation to a) – d) above will be recorded in writing.

Where a permanent employee considers they work regularly and consistently more than their guaranteed hours of work, they can request a review of these guaranteed hours of work. The employer commits to do this in a timely manner and communicate the outcome to the employee. The employee can involve their delegate in this conversation

2.13 Review of Hours Worked by Casual Employees

Unite can request, no more than once every six months, that the employer review the hours worked by Unite Attendants Collective members who are Casual employees (as per the definition of Casual Employee in this CA) over the 6 months immediately prior to the request and discuss any regularity of work patterns and appropriate steps. Noting, any individual member can request a review of their hours of work at any point. The employer commits to do this in a timely manner and communicate the outcome to the employee. The employee can involve their delegate in this conversation.

3.0 REMUNERATION

The hourly rate shall be paramount method of payment. The annualised salary is for information purposes only

3.1 Payment of Salary

- (a) The provisions of the Wages Protection Act 1983 shall be complied with.
- (b) All wages and other payments shall be paid fortnightly by direct credit to a mutually agreed bank account standing in the name of the employee not later than the Thursday after completion of each pay fortnight.
- (c) Where the pay day falls on a public holiday, 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.
- (d) When one or more Public Holidays fall on the Monday, Tuesday or Wednesday of the week in which payments are lodged, the employer, at its option, may pay wages for that period on a provisional basis and make the appropriate adjustments in the following pay period.
- (e) The employer shall be entitled to make a pro rata deduction from the employee's wages for all time lost through the employee's default or otherwise at the employee's request and as agreed with the employer.

- (f) Where an error has been identified and agreed to have occurred as a result of employer action or inaction, the employer will make reasonable endeavours to make a corrective payment within one working day of the error being brought to the employer's attention, but in any event will ensure that a corrective payment within three working days of it being brought to the employer's attention.

3.2 Deductions

- (a) Where employees have taken leave in advance of it becoming due and leave before the entitlement has accrued, the employer will deduct the amount owing in excess of entitlement from employees' final pay.
- (b) The employer shall be entitled to deduct from employees' wages for any absences due to sickness or accident leave without pay.
- (c) Any monies agreed as being owed by employees to the employer upon termination will be deducted from employees' final pay.
- (d) 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.
- (e) Overpayment recovery as per the Wages Protection Act 1983.
- (f) Employees shall not be required to reimburse for lost or damaged electronic access (FOB) devices if the employee can demonstrate that the loss or damage was caused through no fault of the employee.

3.3 Salary Scales

3.3.1 Initial Placement

- (a) Placement on the applicable grade at commencement of appointment to the position shall be at the discretion of employer.
- (b) Where an employee commences employment with the requisite Level 3 qualification they will be placed on the appropriate salary scale at Band C. Where an employee without a recognised qualification achieves a Level 3 qualification before completing 24 months service they will immediately move to Band C on the appropriate salary scale and have their anniversary date reset.

3.3.2 Salary Scales

Band	Qualification	01-Mar-22	01-Sep-22	01-Sep-23
Attendants				
Band A	No qualification entry level	\$ 22.75	\$ 23.25	\$ 23.75
Band B	No qualification max. level	\$ 24.58	\$ 25.08	\$ 25.58
Band C	Level 2 qualification	\$ 25.94	\$ 26.44	\$ 26.94
Band D	Level 3 qualification	\$ 27.18	\$ 27.68	\$ 28.18

Band	Qualification	01-Mar-22	01-Sep-22	01-Sep-23
Supervisors				
Band A	No qualification entry level	\$ 27.00	\$ 27.50	\$ 28.00
Band B	Level 2 qualification	\$ 29.08	\$ 29.58	\$ 30.08
Band C	Level 3 qualification	\$ 30.44	\$ 30.94	\$ 31.44
Band D	Level 4 qualification	\$ 31.68	\$ 32.18	\$ 32.68

3.3.3 Incrementing

- (a) Progression from Band A to Band B shall be by annual automatic increment on the anniversary of the employee's appointment to their current position; subject to the employee maintaining a satisfactory level of performance. Any shortfall relied on by the employer to withhold an increment must be brought to the attention of the employee before the relevant anniversary of appointment.
- (b) Bands C and D will be reserved for employees who have achieved the required NZQA Level 2 (Band C) and Level 3 (Band D) qualifications.
- (c) When an employee successfully achieves a Level 2 or 3 qualification, as attested by their NZQA record of learning they will go to the next Band immediately and that date will become their new anniversary date. Employees with a Level 2 qualification will be able to progress through to Band C. Employees with a Level 3 qualification will be able to progress through to Band D.
- (d) Level 2, 3 qualification and Level 4 job relevant training will be available to all eligible employees, being those who require completion of the relevant qualification to advance to the next pay band. There is no 'cap' or limit on access to training opportunities.
 - Level 2 – to begin within 18 months of beginning employment as an Attendant
 - Level 3 – to begin within 12 months of achieving a level 2 qualification
 - Level 4 – a supervisor may begin within 12 months of achieving a level 3 qualification or 18 months after appointment, whichever is later.
 - This training is to be initiated by the employee on submitting a request to complete front line management training.
 - This request must be made a minimum of 4 weeks in advance of the start of the course to their direct manager.
 - This request for training will not be unreasonably withheld.
- (e) After achievement of the Level 3 qualification, movement through the Bands is subject to subject to the employee maintaining a satisfactory level of performance. Any shortfall relied on by the employer to withhold an increment must be brought to the attention of the employee before the relevant anniversary of appointment.
- (f) 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.

3.3.4 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 trainees enrolled in a qualification programme e.g. NZQA.

4.0 LEAVE.

4.1 Annual Leave

Permanent full-time employees will be entitled to accrue annual leave at the following rate:

Up to 5 years' service	4 weeks
After 5 years continuous service	5 weeks

Employees who are receiving an entitlement of greater than 4 weeks per annum as of the date of ratification of this agreement shall continue to receive the higher entitlement subject to maintaining continuous service.

Casual employees shall be paid at the election of the employer either 8% per cent of their gross earnings with fortnightly salary; or alternatively accrue annual leave at the rate of four weeks per annum.

Conditions

- (a) The term "leave year" means the year ending with the anniversary date of the employee's appointment (to the organisation).
- (b) 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 balance at any one time should not exceed 2 years' entitlement.
- (c) Employees who work part-time will receive a pro-rated entitlement based upon their average weekly hours of work.
- (d) An employer may allow an employee to take an agreed portion of the employee's annual holiday entitlement in advance.
- (e) The provisions of the Parental Leave and Employment Protection Action 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 4.7 of this agreement.

4.2 Extra leave for workers undertaking shift work or on-call

4.2.1 Employees who perform shift work shall be granted up to five working days additional annual leave on completion of 12 months on shift work (or pro rata according to proportion of the year on shift work) subject to the following:

- (a) To qualify for the extra leave, an employee shall work a minimum six hour shift, at least two hours of which are performed outside the hours of 8am to 5pm
- (b) The following additional leave may be granted:

Number of qualifying shifts additional per annum. Number of days leave per annum.
Additional leave to be taken during the year of entitlement.

121 or more	5 days
96 – 120	4 days
71 – 95	3 days
46 – 70	2 days
21 – 45	1 day

4.3 Public Holidays

4.3.1 Designated Public Holidays

For the purposes of this agreement, public holidays shall refer to the following designated days:

- New Year's Day
 - The day after New Year's Day
 - Auckland Anniversary Day
 - Waitangi Day
 - Good Friday
 - ANZAC Day
 - Easter Monday
 - Sovereign's Birthday
 - Matariki
 - Labour Day
 - Christmas Day
 - Boxing Day
- (a) Provided that, in order to maintain essential services, the employer may require an employee to work on a public holiday, subject to the day of the week being a day that the employee may ordinarily be rostered to work
- (b) An employee required to work on a public holiday shall be paid at time two (T2) the ordinary hourly rate for all hours worked. No other overtime or penal rates shall apply. An alternative holiday (in accordance with the Holidays Act 2003) shall be provided at a later date.

4.3.2 Moving of Public Holidays

- (a) In accordance with the Holidays Act 2003, if an employee normally works on a Saturday and or a Sunday and if either Christmas Day, Boxing Day, New Year's Day, or the day after New Year's Day falls on a Saturday or Sunday the holiday shall fall on that particular day; otherwise the holiday shall be observed on the following Monday or in the event of another holiday falling on the Monday then the holiday shall be observed on the following Tuesday.
- (b) No employee shall be entitled to more than one holiday for each of the days mentioned in the above paragraph.

4.3.3 Public holidays falling during leave or time off-

- (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 to be 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 leave and military leave without pay) unless the employee has worked during the fortnight ending on the day on which the holiday is observed.
- (c) Rostered Off duty day upon which the employee does not work:
- (i) Fulltime employees — Subject to clause 4.3.2 & 4.3.3(b) where a public holiday, other than Waitangi Day and ANZAC Day fall on an employee's rostered off duty day, the employee shall be granted an alternative holiday at a later date.
 - (ii) Part-time employees — Subject to clause 4.3.2 & 4.3.3(b) where an 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.

4.4 Bereavement/Tangihanga Leave

Employees are entitled to bereavement leave in accordance with the Holidays Act 2003. The length of time off shall be at the discretion of the employer and should not be unreasonably withheld and will not in any case be less than the entitlement provided under the Holidays Act 2003.

Where employees required more time than that required by legislation, to discharge any obligation and/or to pay respects to a deceased person with whom employees have had a close association, the employer may use its discretion to grant more leave. Leave in excess of the legislation requirement will be granted at T1 rates. Such obligation may exist because of bloody or family ties or because of particular cultural requirement such as attendance at all or part of a Tangihanga or unveilings (or its equivalent).

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 this clause. This provision will not apply if the employee is on leave without pay.

The employer agrees that on application, it may be appropriate to grant leave, with or without pay, in order to accommodate overseas travel or other special bereavement needs not recognised in this clause..

4.5 Sick leave

4.5.1 On appointment to a DHB an employee shall be entitled to ten (10) working days paid sick leave for the first 12 months of employment. For each subsequent 12 months he/she shall be entitled to a further ten working days. In accordance with the Holidays Act the first ten days sick leave in each year shall be paid at relevant daily pay. Additional discretionary sick leave that is taken or approved shall be paid at the employee's normal rates of pay (T1 only).

4.5.2 Employees can accumulate their entitlement up to a maximum accumulation of 120 working days.

4.5.3 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.

4.5.4 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.

4.5.5 An Employee shall notify the Employer prior to the commencement of their shift on any day of absence due to illness.

4.5.6 An Employee may take sick leave if

- The employee is sick or injured; or
- The employee's spouse is sick or injured; or
- A person who depends upon the employee for care is sick or injured.

4.5.7 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;
- b) The employee produces a medical certificate, showing the nature and duration of the illness.

4.5.8 In the event an employee has no entitlement left they are entitled to apply for up to ten (10) days discretionary leave per annum. The employer recognizes that discretionary sick and domestic leave is to ensure the provision of reasonable support to staff that have to be absent from work where their entitlement is exhausted.

- a) The first five (5) days of discretionary leave shall be approved on the same basis as leave under clause 4.5.1
- b) In considering the next five (5) days of discretionary leave the employer shall take into account the following: -
 - The employee's length of service
 - The employee's attendance record
 - The consequences of not providing the leave
 - Any unusual and/or extenuating circumstances.

The parties agree that extenuating circumstances will include instances where an employee has exhausted their sick leave entitlement as a result of top-ups to earnings related to compensation in accordance with Clause 4.6 (c).

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

4.6 Accidents

- (a) 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.
- (b) 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.
- (c) For accidents resulting in injury and incapacity and where the employee agrees to and maintains where practicable a rehabilitation plan; the employer shall allow the employee on request to supplement the employee's earnings related compensation by utilising paid sick leave entitlement to pay 20% of base salary.
- (d) Where an employee is incapacitated as a result of a workplace assault, and that employee is on earnings related compensation, then the employer will top up the ACC payments to 100% of normal/ordinary rate of pay during the period of incapacitation. This top up payment shall not be debited against the employee's untaken sick leave entitlement. The employer will reimburse the employee for any costs incurred that are part charges for ACC agreed treatment and other associated ACC expenses.

4.7 Parental Leave

4.7.1 Parental leave shall be granted in accordance with the Parental Leave and Employment Protection Act 1987.

Except that employees in their first twelve months of employment may apply for parental leave of up to six months duration. Such leave shall be applied for and granted as per the Parental Leave and Employment Protection Act 1987.

4.7.2 **Guidelines:** Please note the matters below are intended by way of general guidance only and it is not intended to add to the rights or obligations as provided by the governing Act. Employees should seek the advice of their manager the Union or the Ministry of Business, Innovation and Employment (www.mbie.govt.nz or 0800 20 90 20) in applying for parental leave.

Parental Leave is up to a maximum of 52 weeks, depending upon length of service for each couple excluding any period of paternity leave.

(a) Obligations of Employee.

The employee must give a minimum of three months written notice to the employer prior to the expected date of delivery. Such notice shall contain a certificate from their medical practitioner or LMC stipulating that the employee or the employee's partner is pregnant and the expected date of delivery. The notice shall also stipulate the period for which the employee is seeking to take as leave.

If the employee is adopting a child whose age is less than five then the employee must notify the employer of such and their intention to take parental leave within fourteen days of receiving notification of the adoption or placement of the child to them. Note: this does not require the employee to give a minimum notice of their intention. Notice of actual placement and the need to commence parental leave may be less than two weeks.

In both such instances the employee must provide the date of delivery or adoption and the period for which the employee is seeking to take as leave.

Date of return that he or she intends to return to their employment.

Generally, any early return to workplace or any change to the terms and conditions of employment on the return to workforce must be with the agreement of both employer and employee.

(b) Obligations of Employer

Within 3 weeks of receiving an application for parental leave the employer notify in writing the employee of their entitlement to parental leave and whether their position will be kept open.

Subject to the position not being both a key position and one it which is not practical to employ someone on a fixed term agreement as a replacement then the employer shall keep the employee's position open for them on their return to work.

Recognise the employee's service as being continuous on their return to work.

Ensure the employee's terms and conditions remain the same.

4.7.3 Parental Leave Payment

Paid Parental Leave – Where an employee takes parental leave under this clause and meets the eligibility criteria in the Act (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 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.

4.8 Jury Service, Statutory Meetings or Witness Leave

- (a) 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. Where the employee is called for jury service they shall advise the employer as soon as practicable.
- (b) 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).
- (c) 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.
- (d) 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.
- (e) Witness Leave: Where the employee is required by the employer to be a witness in a matter arising out of their employment they shall be granted paid leave consistent with normal rostered duties for the period only that the employee is required to be a witness. Such payment may be abated by way of other fee received by the employee.

4.9 Long service Leave

4.9.1 Except for employees who have had continuous service the employer since 1 March 1999, Long Service Leave of one week shall be accumulated by the employee for each five years of uninterrupted continuous service. Only service at Waikato DHB or Waikato District Health after 1 August 2015 shall be recognised in regard to calculating an employee's entitlement.

4.9.2 Long Service Leave will be paid on the same basis as annual leave as per the Holidays Act 2003, as at the time of taking the leave.

4.9.3 Leave without pay in excess of three months taken on any one occasion will not be included in the five year qualifying period, with the exception of parental leave.

4.9.4 Long Service leave must be taken in one continuous period, and will require the consent of the employer as to when the leave is to be taken. Long Service leave must be taken within five years of qualification, or it will be forfeited. –

4.9.5 Accrued Long Service Leave to which an employee has become entitled to take as paid leave will be paid out on termination of employment, except if the employee has failed to take the leave within five years of becoming entitled to it.

4.9.6 Staff employed prior to 1 March 1999, who have an existing entitlement to Long Service leave shall receive a once only entitlement of four weeks Long Service Leave upon completion of 20 years of service. This entitlement can be taken in periods of a minimum of one week at a time (in accordance with clause 4.9.4); but must be taken within five years of qualification, or it will be forfeited. Further entitlements to Long Service leave will accrue in accordance with 4.9.1 with recognised service only being from 1 August 2015, or the completion of 20 years' service whichever is the latter.

4.9.7 No period of service shall count to more than one allocation of long service leave.

4.10 Leave without Pay

All requests submitted by employees for leave without pay are to be considered and administered in accordance with the employers "Leave without Pay Policy".

4.11 Domestic Violence Leave

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

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

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

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

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

5.0 **PROFESSIONAL TRAINING AND DEVELOPMENT**

5.1 Discretionary Training

- (a) The employer may grant leave with or without pay and subject to terms and conditions specified by the employer to enable any employee covered by this Agreement to attend courses of study, seminars or conferences or to undertake specific research on projects considered by the employer to be of benefit to the professional growth and development of the employee and relevant to the work of the employer. The granting of such leave shall be at the sole discretion of the employer and shall not be subject to the process for solving employment disputes provisions of this Agreement.
- (b) The parties agree that ongoing education is of value to those covered by this agreement.
- (c) Leave will be provided in accordance with the employer's policy. Any changes to the policy's provisions will require consultation with the employees and the Union.

5.2 Mandatory Training

- (a) 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. If the required training occurs outside the employee's rostered shift as required in clause 2.3(b) the employer may elect to pay the employee overtime or agree to employee to finish their rostered shift early by the equivalent time.

- (b) Where the employer requires an employee to attending training courses in order to meet organisational service requirements the employer shall meet any costs associated with the training.

6.0 UNIFORMS AND PROTECTIVE CLOTHING & EQUIPMENT

6.1 Uniform

Uniforms will be provided and replaced on a fair wear and tear basis where required as per the employer's policy. The employee is responsible for cleaning the uniform.

All uniforms will remain the employer's property.

6.2 Change 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.

6.3 Personal Protective Equipment

Protective clothing and safety equipment will be provided where the nature of work requires it and to enable employees to perform their duties in a safe and appropriate manner. For employees required to work outside in bad weather the employer will supply appropriate wet weather gear.

6.4 Reimbursement for Damage

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, providing 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 own merits by the employer.

7.0 TERMINATION OF EMPLOYMENT

7.1 Notice Period

- (a) Except in the case of casuals and in the absence of special written agreement between the employer and individual employee, the employee or employer shall give 2 weeks written notice of resignation or termination. The employer has the discretion to pay salary in lieu of notice.

Where an individual gives less than the required notice and agreement is not given to lessen the notice period, they will agree to have deducted the equivalent of three days wages or the unexpired period of the notice, whichever is lesser from their final pay; without further separate written authority to deduct.

- (b) Upon termination of employment, employees shall return to the employer all property belonging to the employer including equipment, uniforms and items of protective clothing. The employer reserves the right to deduct from the employee's final pay an amount to cover the value of any property of the employer that is not returned.
- (c) No notice period shall apply where the employer elects the right to summarily dismiss an employee for serious misconduct.

7.2 Abandonment of Employment

- (a) Where an employee absents him/herself from work for a continuous period exceeding three rostered days without the consent of the employer and without notification to the employer, he/she

shall be deemed to have terminated his/her employment without notice, except where the employee has been unable to notify the employer due to unforeseen circumstances.

- (b) Provided it shall be the duty of the employer to make a reasonable effort to contact the employee during this period.

8.0 MISCELLANEOUS

8.1 Health and Safety

- (a) The parties to this Agreement agree to give effect to and comply with the provisions of the Health & Safety in Employment Act 1992 or any amendment or Act passed in substitution and the regulations pursuant to this Act.
- (b) In designing and implementing shift rosters to meet service needs, the employer recognises the disruption, personal health effects and fatigue associated with shift work.
- (c) 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.

8.2 Indemnity Insurance

- (a) The employer undertakes to indemnify employees against actions taken against them by persons suffering damage as a result of acts or omissions of the employees while acting in the course of his or her employment. 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.
- (b) The employer may impose reasonable conditions on its consent to cover legal costs and expenses, including but not limited to:
- the requirement that a certain provider of legal services is instructed; and/or
 - the required legal services will be provided by employer's in-house counsel.
- (c) Notwithstanding the above, the employer reserves the right under this indemnity to conduct the defence of any action and/or investigation in such manner as it sees fit in its absolute discretion.
- (d) The employer reserves the right to amend or vary the scope of this indemnity should there be any legislative change, which impacts on the employer liability under this Clause.

8.3 Relieving and Higher Duties Provisions

- (a) When an employee is required by the employer to substantially perform the duties of an employee whose position is placed in a higher wage band for a minimum period of 8 hours or more the employee will be paid for the time acting up at step 1 of the supervisors salary band unless the employee's current wage is higher than step 1 in which case the pay shall be at the next salary step of that band which is immediately the higher than their substantive wage.
- (b) .Notwithstanding 8.3 (a) when an employee who is employed on a higher rate from time to time (i.e. Weekend Supervisor) is asked to cover a shift as a supervisor or an assessor for which they were originally rostered to work as an attendant only then they shall be paid their usual supervisor hour rate.

8.4 Meal Allowance

- 8.4.1 (a) A shift worker who works a rostered duty of eight hours or more and who is required to work one hour or more beyond the end of the shift (excluding a break for a meal) shall be paid a meal allowance of \$10.00 or, at the option of the employer, be provided with a meal.

- (b) For the purposes of this clause a qualifying shift is that defined in Clause 4.2.1 of this agreement.

8.4.2 For employees other than shift workers-

Employees other than shift workers employed on overtime and who are required to work one hour or more on any day, or who are required to work after 1.00 p.m. on Saturday or Sunday, shall either be provided with a reasonable meal by the employer or shall be paid meal money at the rate of \$10.00

8.5 Business & Travelling Expenses

8.5.1 Expenses incurred by way of accommodation, meal, and incidental expenses for all employees required to stay away from home due to their duties or at the employer's request shall be reimbursed on an actual and reasonable basis (on production of receipts) and in accordance with the applicable policy.

8.5.2 All other expenses shall be reimbursed on an actual and reasonable expenses incurred and shall be reimbursed in accordance with the employers' policy.

8.6 Transport

Employees who by agreement with the employer use their private motor vehicle on the employer's business shall be paid a motor vehicle allowance in accordance with authorised Inland Revenue Mileage Rates.

NOTE: the Inland Revenue Department may adjust these rates from time to time.

8.7 Confidentiality & Public Statements

Employees shall not utilise or disclose confidential information, which has been acquired by or made available to them in the course of their employment. This shall not prevent employees from making appropriate ethical/professional disclosures subject to the Privacy Act 1993.

The employee shall not without prior authorisation from the Information Systems Manager load any unauthorised software, vary existing programmes, duplicate any files or delete any information outside of that relating to the employees job functions from any computer system of the DHB.

8.8 Tracer Allowance

A worker who is instructed to be on call to respond to traces or call outs during his or her scheduled meal break shall be paid an allowance of \$2.13 for the scheduled meal break

8.9 Security Allowance

Designated night security attendants/orderlies shall receive \$15.12 per week when they undertake nightshift security duties on not few than three nights per week.

8.10 Other Qualification Payments -

Where an employee holds an ITO certificate required for the position or directly relevant to the position they will paid an allowance:

- | | | |
|------|---|----------------------|
| (i) | ITO Qualification Stage 1 (or equivalent) | 15.81 cents per hour |
| (ii) | ITO Qualification Stage 2 (or equivalent) | 26.34 cents per hour |

Stage 1 and Stage 2 payments shall not be cumulative.

These allowances shall not apply to employees who have achieved their Level 3 qualification and are placed on Grade C or higher.

8.11 Post Mortem/Body Removal

8.11.1 Any employee may object to handling dead bodies or working in a mortuary unless there is no other attendant readily available to carry out the required duty.

8.11.2 Attendants required to handle a body in a mutilated or partly decomposed state while assisting with police cases shall be paid an additional \$20.00 per body.

8.11.3 Body removal allowance - Attendants who are required to collect and transport and place bodies in a mortuary or associated area such as a viewing room shall be paid an allowance of \$5.00 per removal.

8.12 Footwear Allowance

The employer will either provide suitable footwear in terms of safety and working environment or alternatively shall pay an allowance of \$3.00 per week for full-time staff. Footwear, supplied by the employer, will be replaced at the expense of the employer if it needs replacing due to fair wear and tear incurred in the service of the employer.

8.13 Reappointment after Child-Care

- (a) Employees who resign to care for a dependant pre-school child or children may apply to their former employer for preferential re-appointment.
- (b) The total period of childcare absence allowed is four years plus any increases in lieu of parental leave. Longer absence renders a person ineligible for preferential appointment.
- (c) The employer shall make every effort to find a suitable vacancy for eligible applicants as soon as their eligibility for preferential re-entry is established. Appointment to a position may be made at any time after the original notification of intention to return to work, provided the appointee agrees.
- (d) Absence for childcare reasons will interrupt service but not break it.
- (e) The period of absence will not count as service for the purpose of sick leave, annual leave, retiring leave or gratuities, long service leave or any other leave entitlement.
- (f) Employees do not have a right of review against their non-appointment.

8.14 Breastfeeding

The parties note the obligations of the employer pursuant Part 6C Employment Relations Act 2000 to take reasonable and practicable steps to make available appropriate facilities for the employees who wish to continue breastfeeding while at work.

8.15 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.

9.0 RETIRING GRATUITIES

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 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.

(8) SCALE OF MAXIMUM GRATUITIES

<i>Period of Total Service</i>	<i>Maximum Gratuity</i>
Not less than 10 years and less than 11 years	31 days' pay
Not less than 11 years and less than 12 years	35 days' pay
Not less than 12 years and less than 13 years	39 days' pay
Not less than 13 years and less than 14 years	43 days' pay
Not less than 14 years and less than 15 years	47 days' pay
Not less than 15 years and less than 16 years	51 days' pay
Not less than 16 years and less than 17 years	55 days' pay
Not less than 17 years and less than 18 years	59 days' pay
Not less than 18 years and less than 19 years	63 days' pay
Not less than 19 years and less than 20 years	67 days' pay
Not less than 20 years and less than 21 years	71 days' pay
Not less than 21 years and less than 22 years	75 days' pay
Not less than 22 years and less than 23 years	79 days' pay
Not less than 23 years and less than 24 years	83 days' pay
Not less than 24 years and less than 25 years	87 days' pay
Not less than 25 years and less than 26 years	92 days' pay

Not less than 26 years and less than 27 years	98 days' pay
Not less than 27 years and less than 28 years	104 days' pay
Not less than 28 years and less than 29 years	110 days' pay
Not less than 29 years and less than 30 years	116 days' pay
Not less than 30 years and less than 31 years	123 days' pay
Not less than 31 years and less than 32 years	129 days' pay
Not less than 32 years and less than 33 years	135 days' pay
Not less than 33 years and less than 34 years	141 days' pay
Not less than 34 years and less than 35 years	147 days' pay
Not less than 35 years and less than 36 years	153 days' pay
Not less than 36 years and less than 37 years	159 days' pay
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.

10.0 SOLVING PROBLEMS – RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

- (a) In the event of any employment relationship problem arising, the employer DHB and the Union are committed to adopting a problem-solving approach in the first instance. Other more formal, or legal, processes may be used after all other problem-solving efforts have been exhausted. Personal Grievance and Dispute procedures will be as outlined in the Employment Relations Act 2000. For further information refer to Human Resources, the Union or the Ministry of Business, Innovation & Employment (MBIE) ([www. http://employment.govt.nz/er/index.asp](http://www.employment.govt.nz/er/index.asp) or 0800 20 90 20).
- (b) An employment relationship problem includes a personal grievance, a dispute or 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. An employment relations problem should be raised and discussed with the employee's manager as soon as possible. The employee is entitled to seek advice and assistance from a union representative in raising and discussing the problem. The employer will assist wherever possible to resolve problems arising from the employment relationship.

Appropriate internal staff may be called upon to resolve problems and disputes. A union representative will be involved at all times at the request of the employee in the resolution of problems and disputes. Internal employer procedures will be followed with a view to ensuring fairness and equity at all times. Outside support systems such as whanau or other support people as the employee chooses may help to resolve problems and disputes. The employee, Employer and union will try in good faith to resolve the problem without the need for further intervention.

- (c) Personal grievances and disputes shall be addressed as set out in Part 9 of the Employment Relations Act 2000. A "personal grievance" is a claim that an employee has been unjustifiably dismissed, or has had his/her employment or his/her conditions of employment affected to his/her disadvantage by some unjustifiable action of the Employer, or has been discriminated against in his/her employment, or has been sexually harassed in his/her employment, or has been racially harassed in his/her employment, or has been subjected to duress in relations to union membership. A "dispute" is a disagreement over the interpretation or application of an employment agreement.

Note: The terms used in this Clause have precise legal meanings that are set out in detail in the Employment Relations Act 2000. Employees who believe they have a personal grievance should seek advice of Union or HR.

- (d) If the problem is not resolved by discussion, mediation services are available through the MBIE resolving any problems or disputes.

If the problem is not resolved at mediation, the initiating party may refer the matter to the Employment Relations Authority.

In particular, it is important to note that an employee who wishes to raise a personal grievance under the terms of the Act has a period of 90 days from the date on which the action giving rise to the grievance occurred, to lodge the grievance with the employer, unless the employer agrees to the grievance being raised after that period has expired (Section 114). There is also additional time available for raising a personal grievance under the Act, under particular circumstances (Section 115).

11.0 CONSULTATION, CO-OPERATION AND CHANGE & EMPLOYMENT PROTECTION PROVISIONS

11.1 Management of Change

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

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

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

11.1.3 Proposals for change produced under this provision will be made available to the parties with a minimum period of 14 days for submissions.

11.2 Staff Surpluses

When as a result of the restructuring of the whole, or any parts, of the employer's operations; either due to the reorganisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number of employees, or employees can no longer be employed in their current position, at their current grade, or work location (i.e. the terms of appointment to their present position), and at the conclusion of the process described in clause (Management of Change) then the options in sub clause (b) below shall be invoked and negotiated on a case by case basis between the relevant employee representative organisations and the employer.

(a) Notification

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

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

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

- the location/s of proposed surplus
- the total number of proposed surplus employees
- the date by which the surplus needs to be discharged
- the positions, grading, names and ages of the affected employees ▪ availability of alternative positions the employer has

On request relevant additional information will be supplied where available.

(b) Options

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

- Reconfirmed in position
- Attrition
- Re-deployment
- Leave without pay
- Enhanced early retirement
- Retraining
- Severance

Details of each option will be examined on a case-by-case basis until satisfactory agreement is reached in accordance with the order of preference given above.

Reconfirmation 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 "Severance" (see below) will be applied as a package.

(i) 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, that employee is to be confirmed to it. Where there is more than one clear candidate the position will be advertised with appointment made as per normal appointment procedures.

(ii) 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.

(iii) Re-deployment

Employees may be re-deployed to a new job at the same or lower salary in the same or new location.

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 re-deployment.

The salary can be preserved in the following ways:

- 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
- 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).
- 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.
- The re-deployment may involve employees undertaking some on-the job training.
- Compensation for re-deployment or partial redundancy to a position on the same or different duties but requiring a reduction in minimum contracted weekly or fortnightly hours of work will be negotiated on a case by case basis.

(iv) 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.

(v) Retraining

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

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

If an employee is re-deployed 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.

(vi) Severance

Payment will be made in accordance with the following:

- "Service" for the purposes of this sub clause means current continuous service as defined in the service related provisions for each DHB and all service previously recognised but excludes any service which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/ early retirement or similar payment from the Employer or former Employer.
- 8.33 per cent of basic salary (T1 rate only) for the 12 preceding months, in lieu of notice. This payment is regardless of length of service; and
- 12 per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and
- 4 percent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
- where the period of total aggregated is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

In plain English this means approximately: 4 weeks' notice, 6 weeks' pay for the first year, and 2 weeks' pay for every other year up to a maximum of 20 years inclusive.

NOTE: Outstanding annual leave and long service leave shall be separately cashed up.

- (vii) 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

(viii) Job Search

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

(ix) Counselling

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

11.3 Employment Protection - Change of Ownership - Technical Redundancy

Where an employee's employment is being terminated 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 of the employee if the person acquiring the business or the part being sold or transferred

- (a) has offered the employee employment in the business or the part being sold or transferred; and
- (b) has agreed to treat service with the employer as if it were service with that person and as if it were continuous; and
- (c) 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;
 - (ii) any conditions relating to redundancy;
 - (iii) any conditions relating to superannuation -

under the employment being terminated; and
- (d) The offer of employment by the person acquiring the business or part of the business being sold or transferred is an offer to employ the employee in the 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.

12.0 Union Provisions

12.1 Deduction of Union Subscriptions

The employer shall deduct Union subscriptions from the wages of employees when authorised in writing by employees, and shall remit such subscriptions to the Union on a monthly basis. On request the employer shall provide the Union with a list of employees who are having membership fees paid by automatic deduction from their pay on no more than a quarterly basis. The Union will upon request provide membership lists to the employer, not more frequently than quarterly, and will advise the employer of new members where union fee payment is not via automatic deduction.

12.2 Workplace Meetings

The Union shall be entitled to stop work meetings in accordance with the provisions of Section 26 of the Employment Relations Act 2000. The employer will consider applications for further meetings at its discretion

For clarification purposes only this means that employees will be permitted to attend, on pay at ordinary rates, two union meetings of two hours duration each annually. The Union will give the employer at least 14 days' notice of the date and time of these meetings and will make such arrangements as are necessary to ensure services are maintained during these times. Employees will be required to resume work as soon as possible after the meeting. Only employees rostered for duty who attend a union meeting shall be entitled to pay (at T1 rates) for the meeting on production of an attendance list by the Union.

12.3 Employment Relation Education Leave

Employment relations education leave shall be granted in accordance with the Employment Relations Act 2000 or any amendment or Act passed in substitution.

12.4 Delegates

Delegate means an employee, who is nominated by the Union, and who is elected to act on the Union's behalf. The name of such Delegates shall be advised to the employer.

The parties accept that elected delegates are the recognised channels of communication between the Union and the Employer in the workplace.

12.5 Delegate Release

- (a) The employer will release on delegates from their duties on pay (T1) to enable the delegates to effectively carry out their role including:
 - (i) Consulting with union members about change management proposals,
 - (ii) Attending meetings with management;
 - (iii) Attend disciplinary meetings as the employee representative (iv) Attend meetings with other delegates and Union officials
- (b) Prior approval for such activity shall be obtained from the employer and such approval shall be subject to work requirements not be unreasonably withheld.

12.6 Access to Workplace

The parties acknowledged that sections 19 & 20 Employment Relations Act 2000 provide authorised union representatives with the right to access the premises of the employer at reasonable times for purposes related to the employment of its members and/or the union's business in accordance the Act

13. Public Health Emergency (and Civil Defence) Response

The following provisions apply where there is a Public Health Emergency (PHE) declared by the Director-General of Health under the relevant legislation. These provisions shall also apply as applicable to civil defence emergencies declared under the relevant legislation. The parties acknowledge that the public health system will be a critical part of the national/regional responses to a PHE.

As part of this response, the parties recognise the urgency of any response and the need for flexibility in how services are delivered and accordingly temporary changes may be made to, how work is organised without the need for a formal change management processes specified in the CA. Where circumstances allow the DHB will engage in good faith with the union prior to progressing any PHE response

The principles around any such changes are:

- a. Services will work with their staff to develop the most clinically appropriate staffing arrangements to keep patients and staff safe during a PHE
- b. These arrangements could include ways of working that are, outside of the standard provisions of the CA hours of work clauses provided that:
 - i. The rostered ordinary weekly or fortnightly hours of work do not exceed the current maximums without the agreement of the affected employee(s)
 - ii. No permanent employee shall have their ordinary pay reduced while they are working such arrangements
 - iii. Additional hours of work shall be remunerated in accordance with the relevant provision (or their equivalents) of the CA and CA penalties for minimum breaks, etc will continue to operate.
 - iv. The alternate arrangements shall only continue in force for the period necessary and required by the DHB's PHE response
 - v. The employer will ensure the employees provided with necessary work tools and equipment to enable them to work appropriately for the nature of the PHE.
 - vi. The union shall be informed of any arrangements operating under this provision.

The parties recognise the potentially heightened focus on ensuring staff do not attend work when they themselves (or their dependents) may be unwell during a PHE. To support this, the DHBs will take a permissive approach to access discretionary sick leave provisions where an employee has exhausted their sick leave entitlement. In addition, the DHBs shall waive the recovery of the first 5 days of discretionary sick leave granted during the PHE.

These arrangements do not replace the Minor Illness provisions in section 4.
The parties commit to national oversight and engagement on the operation of this clause and other operational matters related to PHE responses. which may include provision of agreed national guidelines.

14 Te Tiriti

The parties acknowledge the authority of Te Tiriti o Waitangi, and the unique status of Māori as tangata whenua of Aotearoa/New Zealand.

The parties are committed to implementing Te Tiriti o Waitangi and will promote and enable an understanding of the articles and principles and their implementation in the workplace by:

- (i) Ensuring Māori representation in the decision-making regarding changes to services delivered by those covered by this MECA, to ensure tikanga is upheld.
- (ii) Enabling all employees to have a good understanding of the needs and aspirations of Māori and their communities, including through building awareness of the aims of He Korowai Oranga - the Māori Health Strategy and the Māori Health Action Plan.
- (iii) Enabling all employees to gain the capability (skills, knowledge and behaviour) required to engage meaningfully with Māori
- (iv) Enabling Māori to gain the capability (skills, knowledge and behaviour) required to engage meaningfully with service and organisational requirements.
- (v) Supporting employees to develop their knowledge of Te Tiriti o Waitangi and Te Ao Māori including the values Auahatanga, Kaitiakitanga, Manaakitanga, Whanaungatanga and Wairuatanga and how these apply in the context of the work we do and the communities we serve.
- (vi) In the context of the work we do and the communities we serve. Encouraging the development in, and the promotion of, Te Reo Māori

15.0 SIGNATORIES

Authorised representative of the Union party



.....
Gerard Hehir
Unite

Dated 2/9/2022 2022

Authorised representative of the Employer



.....
Margie Apa, CEO
Te Whatu Ora – Health New Zealand

Dated 26/8/2022 2022

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, SFWU, 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 DHBNZ.

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.

4) Disputes and problem resolution

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

When a consensus decision on interpretation of an agreement has been reached at the national, BAG the decision will be formally captured and signed by the parties and will be binding on all parties from that time.

Any matter that cannot be resolved will be referred by the BAG to a mutually agreed third party who will help facilitate an agreement between the parties.

Failing identification of a mutually acceptable third party, the matter shall be referred to the Mediation Service of the Department of Labour (or its successors) to appoint someone.

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

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

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

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

- ◆ 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