



Te Whatu Ora
Health New Zealand



BETWEEN

TE WHATU ORA HEALTH NEW ZEALAND

AND

NZ PUBLIC SERVICE ASSOCIATION
AMALGAMATED WORKERS UNION NEW ZEALAND
INC SOUTHERN DIVISION (INCLUDING NZAA)

**SOUTHERN DISTRICT
MAINTENANCE TRADES AND RELATED EMPLOYEES
COLLECTIVE AGREEMENT**

01 May 2022 – 30 June 2025

OBJECTIVES

The parties to this agreement share the following objectives:

- * the improvement of productivity and efficiency through a commitment to quality;
- * to ensure safe and quality patient care and effective service delivery;
- * to develop more effective consultation and communication between the employer, employees and the employee organisation;
- * to provide minimum wages, allowances and conditions of employment;
- * the maintenance of harmonious industrial relations;

**TE WHATU ORA, SOUTHERN DISTRICT
MAINTENANCE AND TRADES RELATED EMPLOYEES
COLLECTIVE AGREEMENT**

CONTENTS

(I)		COVERAGE OF AGREEMENT
	1	- Parties to the Agreement
	2	- Definitions
	3	- Term of Agreement
(II)		PROVISIONS RELATING TO HOURS OF WORK
	4	- Hours of Work
	5	- Meal Periods and Rest Breaks
(III)		PROVISIONS RELATING TO REMUNERATION
	6	- Salaries
	7	- Overtime and Call Backs
	8	- On Call
	9	- Higher Duties Allowance
	10	- Refund of Annual Registration Certificate
	11	- Reserved
(IV)		PROVISIONS RELATING TO LEAVE
	12	- Public Holidays
	13	- Annual Leave
	14	- Sick Leave
	15	- Bereavement/Tangihanga Leave
	16	- Parental Leave
	17	- Jury Service Leave
	18	- Witness Leave
	19	- Long Service Leave
(V)		PROVISIONS RELATING TO THE UNION
	20	- Union Representatives Education Leave
	21	- Right of Entry
	22	- Stopwork Meetings
	23	- Deduction of Union Fees
(VI)		GENERAL PROVISIONS
	24	- Industrial Democracy
	25	- Consultation
	26	- Staff Surplus
	27	- Transfer and Removal Expenses
	28	- Health and Safety
	29	- Accidents
	30	- Uniforms, Protective Clothing and Tools
	31	- Casual Workers
	32	- Harassment Prevention
	33	- Job Evaluation

- 34 - Use of Private Vehicle on Employer Business
- 35 - Payment of Wages
- 36 - Overpayment Recovery Procedures
- 37 - Employee Access to Personal Information
- 42 - Education and Training
- 43 - Professional Development
- 44 - Indemnification
- 45 - Savings
- 45 - Variations to the Agreement
- 43 - Polices and Processes
- 44 - Professional Standards
- 45 - Termination Provisions
- 46 - Severability
- 47 - Non-Waiver
- 48 - Incidental Expenses

**(VII) PROVISIONS RELATING TO EMPLOYMENT
RELATIONSHIP PROBLEMS**

- 49 - Suspension
- 50 - Resolution of Employment Relationship Problems

(VIII) SIGNATURE PAGE

(IX) INDIVIDUAL VARIATIONS STATEMENT

COVERAGE OF AGREEMENT

This Agreement is made pursuant to Part 5 of the Employment Relations Act 2000 (Collective Bargaining) and Section 44 of Schedule 3 of the New Zealand Public Health and Disability Act 2000 (Provision of information – economic/financial forecasts) and their amendments.

1 PARTIES AND COVERAGE

1.1 This agreement is entered into between:

- (a) The Chief Executive of Te Whatu Ora Health New Zealand hereinafter referred to as "the employer"; and
- (b) The NZ Public Service Association (PSA) and the Amalgamated Workers Union New Zealand Inc Southern Division (including NZAA) hereinafter referred to as "the Union(s)"

1.2 This agreement shall be binding on the parties to it.

1.3 New Employees/ Existing Employees

The parties agree that any employee not bound by this agreement at the date of its ratification who is defined in 1.4 and is or becomes a member of the Union, who is engaged between the date this agreement comes into effect and the expiry date or is already employed by the employer shall be bound by this agreement. The employee shall, from the date of being bound by this agreement, be entitled to all the benefits, and be bound by all the obligations, under this agreement.

1.4 All staff employed by Te Whatu Ora in the Southern District as Plumbers, Carpenters, Electricians, Supervisors, Trades Assistants, Fitters, Draughting Officers, Painters, Groundspeople, Trades Maintenance and related employees who are members of AWUNZ or PSA unions..

1.5 The parties agree that new groups of workers may be added to the agreement, with the agreement in writing of the employer and the PSA and the AWUNZ. The agreement may then be modified only to the extent necessary to add the terms and conditions of the new group of workers.

2 DEFINITIONS

"Fulltime employee"	Means an employee who works not less than the "ordinary" or "normal" hours set out under "hours of work" in this agreement.
"Part-time employee"	Means an employee, other than a casual employee, who works on a regular basis but less than the ordinary or normal hours prescribed in this agreement for a full time employee.
"Casual worker"	Means a worker who has no set hours or days of work and who is normally asked to work as and when required.
"Ordinary hourly rate of pay"	For 40 hours per week workers shall be one two thousand and eighty sixth part, correct to three decimal places of a dollar, of the yearly rate of salary payable. For 37.5 hours per week workers shall be one thousand nine hundred and fifty fifth part, correct to three decimal places of a dollar, of the yearly rate of salary payable.
"T 1"	Means the ordinary hourly rate of pay.
"T 1.5"	Means one and one half the ordinary hourly rate of pay.
"T 2"	Means double the ordinary hourly rate of pay.
"Overtime"	Means time worked in excess of the ordinary hours specified in Clause 4.1, when such hours have been properly authorised by the employer.
"Normal"	Means accepted practise according to the rule.
"Continuous Service"	Means unbroken employment with Te Whatu Ora Health New Zealand, the Southern District Health Board, Otago District Health Board, Healthcare Otago, Area Health Boards, Hospital Boards, or the Department of Health. A break of employment of not more than one month or a break for the period required to take a course of study approved by the employer shall not constitute a break in continuous service. For employees employed by Spotless Services between 11 August 1996 and 01 February 2001, who transferred back to the Otago DHB on 01 February 2001, continuous service shall also include unbroken service with Spotless Services and the above organisations. Previous employees of Southland DHB who transfer to a Southern DHB Otago site (excluding Lakes District Hospital) shall have their service recognised from 1 December 2009 or their start date if later.
"Southern DHB"	Is the entity created by the merger of Otago and Southland DHBs on 1 May 2010.
"Te Whatu Ora Health New Zealand"	Is the entity created by Pae Ora (Healthy Futures) Act 2022

- "Union" Means the PSA or the AWUNZ if authorised as the employee representative in Sections 18 and 236 of the Employment Relations Act 2000.
- "Temporary Employment" (a) Temporary employment should only be used to cover specific situations of a temporary nature, e.g. to fill a position where the incumbent is on study or parental leave; or where there is a task of a finite duration to be performed.
- (b) Temporary employment, while justified in some cases to cover situations of a finite nature, must not be used to deny staff security of employment in traditional career fields.
- (c) An employee who is employed for a finite period of time or for a specific task or project or whose employment ends on the occurrence of a specified event, either on a full-time or part-time basis.

3 TERM OF AGREEMENT

This agreement shall come into force on the 1 May 2022 and shall continue in force until 30 June 2025.

<p style="text-align: center;">PROVISIONS RELATING TO HOURS OF WORK</p>
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4 HOURS OF WORK

- 4.1 The ordinary hours of work of a full time employee shall not exceed 40 hours per week, eight hours per day Monday to Friday between the hours of 7.30am and 5.00pm
- 4.2 The Consultation Clause, clause 26, will be used to consult on any significant changes in the span of hours worked by individual employee(s). For other changes an agreed period of notice will be given. If the notice period cannot be agreed the employer will provide a minimum of two months' notice. This time shall be used for consultation with staff and to allow them time to adjust their lifestyles. The notification period may be shortened by agreement between the employer and the unions. Agreement shall not be unreasonably withheld.
- 4.3 Any of the Hours of Work provisions prescribed in this clause may be varied by agreement between the employer and employee directly affected. Such agreement shall be put in writing and signed between the parties. The agreement may include conditions such as a trial period.

5 MEAL PERIODS AND REST BREAKS

- 5.1 Except when required for urgent or emergency work and except as provided in 5.2 below, no employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour. Where an employee works 10 hours or more then they can, with the agreement of the employer, not take the second meal break and use the time to leave their duty earlier.
- 5.2 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.
- 5.3 Except where provided for in 5.2 above an employee unable to take a meal after five hours' duty shall be paid at T1.5 from the expiry of five hours until the time when a meal can be taken.
- 5.4 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.
- 5.5 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer. Where it is impractical to supply tea, coffee, milk and sugar free of charge, an allowance of \$1.66 per week in lieu shall be paid.

PROVISIONS RELATING TO REMUNERATION
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6 SALARY SCALES

6.1 Effective 1 May 2022

	Step 1	Step 2	Step 3	Step 4	Step 5
Plumber	\$66,800	\$70,500	\$73,270	\$75,500	\$79,000
Electrician	\$66,800	\$70,500	\$73,270	\$75,500	\$79,000
Fitter	\$64,000	\$68,000	\$70,500	\$73,250	\$78,000
Carpenter/Joiner	\$60,000	\$64,000	\$67,000	\$70,000	\$76,000
Trades Asst	\$52,448	\$55,000	\$58,000	\$61,200	\$65,000
Draughtsperson	\$52,000	\$58,000	\$65,000	\$72,000	\$79,000
Painter	\$55,640	\$58,167	\$61,000	\$64,000	\$68,000
Groundstaff	\$54,000	\$56,800	\$59,600	\$62,400	\$65,500

Supervisors	Step 1	Step 2	Step 3
Mechanical	\$82,000	\$85,000	\$89,000
Electrical	\$82,000	\$85,000	\$89,000
Works	\$75,000	\$78,000	\$81,000

Team Leaders	Step 1	Step 2	Step 3
Team Leader	\$90,000	\$93,000	\$96,000

6.2 Effective 1 July 2023

	Step 1	Step 2	Step 3	Step 4	Step 5
Plumber	\$68,804	\$72,615	\$75,468	\$77,765	\$81,370
Electrician	\$68,804	\$72,615	\$75,468	\$77,765	\$81,370
Fitter	\$65,920	\$70,040	\$72,615	\$75,448	\$80,340
Carpenter/Joiner	\$61,800	\$65,920	\$69,010	\$72,100	\$78,280
Trades Asst	\$54,021	\$56,650	\$59,740	\$63,036	\$66,950
Draughtsperson	\$53,560	\$59,740	\$66,950	\$74,160	\$81,370
Painter	\$57,309	\$59,912	\$62,830	\$65,920	\$70,040
Groundstaff	\$55,620	\$58,504	\$61,388	\$64,272	\$67,465

Supervisors	Step 1	Step 2	Step 3
Mechanical	\$84,460	\$87,550	\$91,670
Electrical	\$84,460	\$87,550	\$91,670
Works	\$77,250	\$80,340	\$83,430

Team Leaders	Step 1	Step 2	Step 3
Team Leader	\$92,700	\$95,790	\$98,880

6.3 Effective 1 July 2024

	Step 1	Step 2	Step 3	Step 4	Step 5
Plumber	\$70,868	\$74,793	\$77,732	\$80,098	\$83,811
Electrician	\$70,868	\$74,793	\$77,732	\$80,098	\$83,811
Fitter	\$67,898	\$72,141	\$74,793	\$77,711	\$82,750
Carpenter/Joiner	\$63,654	\$67,898	\$71,080	\$74,263	\$80,628
Trades Asst	\$55,642	\$58,350	\$61,532	\$64,927	\$68,959
Draughtsperson	\$55,167	\$61,532	\$68,959	\$76,385	\$83,811
Painter	\$59,028	\$61,709	\$64,715	\$67,898	\$72,141
Groundstaff	\$57,289	\$60,259	\$63,230	\$66,200	\$69,489

Supervisors	Step 1	Step 2	Step 3
Mechanical	\$86,994	\$90,177	\$94,420
Electrical	\$86,994	\$90,177	\$94,420
Works	\$79,568	\$82,750	\$85,933

Team Leaders	Step 1	Step 2	Step 3
Team Leader	\$95,481	\$98,664	\$101,846

6.4 Operation of Salary Scales

Progression through the scales shall be by automatic increment after every twelve months service, except Trades Assistants.

Progression through the Trades Assistants salary scale shall be by automatic increment after every twelve months service until step 4. Advancement to step 5 will be available on completion of additional qualification which supports the needs of the service.

7 OVERTIME AND CALL BACKS

7.1 Overtime

- (a) (i) Full time staff who work more than their normal hours per day/per week.
- (ii) Part time staff who work more than the normal full-time daily hours (eight hours minimum) for their area, or the rostered shift, whichever is the greater

and with authorisation from the employer, overtime shall be paid at T 1.5 for the first three hours and T2 thereafter.

- (b) With the prior agreement of the employer, an employee who is eligible to be paid overtime may, as an alternative to payment, choose to take time in lieu instead, subject to the following conditions:
- Leave shall be taken at a mutually agreeable time. With the prior agreement of the employer, this may be taken on a rostered basis.
 - Leave is to be taken within 3 months of the pay period it was accrued or paid as salary.
 - Leave may be accumulated under this sub-clause to 16 hours maximum.
 - Where the time period qualifying for overtime is two or less hours, then leave shall be accumulated on an hour-for-hour basis. Where the time period qualifying for overtime is greater than two hours, the leave shall accumulate on the same basis that overtime would be paid.

7.2 Call back

- (a) An employee shall be paid for a minimum of three hours, or for actual working and travelling time, whichever is the greater, at the appropriate overtime rate, when the employee:
- (i) is called back to work after
- completing the day's work or shift, and
 - having left the place of employment; or
- (ii) is called back before the normal time of starting work, and does not continue working until such normal starting time; except that:
- call backs commencing and finishing within the minimum period covered by an earlier call back shall not be paid for
 - where a call back commences before and continues beyond the end of a minimum period for a previous call back, payment shall be made as if the employee had worked continuously from the beginning of the previous call back to the end of the later call back.
- (b) Where an employee who does not reside in the employer's accommodation is called back to work outside the employee's normal

hours of duty in respect of work which could not be foreseen or prearranged, the employer shall choose either to -

- (i) provide the employee with transport from the employee's place of residence to the institution where the employee is employed and to the place of residence from the institution; or
- (ii) reimburse the employee the actual and reasonable travelling expenses incurred in travelling from the employee's place of residence to the institution or from the institution to the employee's place of residence, or both travelling to and from the institution.

8 ON CALL

- 8.1 Where an employee is instructed to be on call during normal off duty hours, an on-call allowance of \$4.04 per hour (rising to \$6.00 per hour effective from 1 July 2023) shall be paid for each hour on call during the week or at the weekend and \$6.06 per hour (rising to \$9.00 per hour effective from 1 July 2023) will be paid for each hour on-call during Public Holidays.
- 8.2 Provided that, except in emergencies, no employee shall be required to remain on call for more than 40% of the employee's off duty time in any two-weekly period.

9 HIGHER DUTIES ALLOWANCE

- 9.1 A higher duties allowance shall be paid to an employee who, in the employer's opinion, is substantially performing the duties and carrying out the responsibilities of a position of a class or grade higher than the employee's own. Provided that the payment shall not be made if the period in which the employee is acting in the higher position is less than five working days, but where the period is five or more working days, payment shall be made for the whole period worked.
- 9.2 The allowance shall be the difference between the current salary of the employee acting in the higher position and the minimum salary that the employee would receive if appointed to that position provided that any increase shall not exceed a maximum of 12% of the employee's basic salary.

10 REFUND OF ANNUAL REGISTRATION CERTIFICATE

- 10.1 Where a full-time or a part-time employee, whose only income from working in that occupational group is derived from their Te Whatu Ora employment, is required by law to hold an annual registration certificate, the cost of the certificate shall be refunded by the employer provided that:
 - (a) It must be a statutory requirement that a current certificate be held for the performance of duties.
 - (b) The employee must be engaged in duties for which the holding of a certificate is a requirement.
 - (c) The employee must be a member of the particular occupational class to whom the requirement applies.

- 10.2 Part-time employees who are engaged in either private practice or in other employment outside the Te Whatu Ora, who require an annual registration certificate for the performance of their duties shall be refunded the cost for their certificate on a pro-rata basis.

PROVISIONS RELATING TO LEAVE

12 PUBLIC HOLIDAYS

- 12.1 Public holidays shall be in accordance with the Holidays Day Act 2003. For the purposes of this agreement, public holidays shall be as listed below, except that where the employer requires employees to work on any of these days (in terms of 12.3 below) the day taken in lieu shall be regarded as the holiday:

New Year's Day	Matariki
The day after New Year's Day	Sovereign's Birthday
Waitangi Day	Labour Day
Good Friday	Christmas Day
Easter Monday	Boxing Day
ANZAC Day	

Anniversary Day (as determined by the Employer. Currently Otago Anniversary is observed on the Monday nearest 23 March, Southland Anniversary is observed on the Tuesday at Easter. Employees are only entitled to observe one Anniversary Day.)

- 12.2 When a public holiday falls on a Saturday or Sunday, it shall be observed on the following Monday, and, in the event of another holiday falling on such a Monday, such other holiday shall be observed on the next succeeding Tuesday.
- 12.3 In order to maintain essential services, the Employer may require the employee to work on a day that the public holiday falls or is observed.
- 12.4 The following conditions shall apply to public holidays in relation to leave rostered days off, overtime, call backs and public holiday penals.
- (a) Where an employee is granted or required to take leave on a public holiday (such leave not being a normal rostered day off or days off), the employee shall be paid at T1 rate for the hours they would normally have worked on that day.
 - (b) Where an employee's rostered day off falls on a public holiday, they shall be granted a day in lieu at a mutually agreed date

Except that part time employees who are employed to work less than 40 hours per week averaged over a fortnight whose days of work are:

- (i) Fixed shall not be entitled to such time in lieu if their rostered day off falls on a public holiday.
 - (ii) Not fixed shall be paid at the appropriate rate for the public holiday 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.
- (c) (i) Employees required to work on any Public Holiday, as part of their ordinary working hours, shall be paid at public holiday penal rate of T1 in addition to their ordinary rate for the hours worked and be granted an alternative holiday.
- (ii) Where an employee is required to work overtime or call back on a public holiday, the overtime and call back rates in clause 7.1(a) and 7.2 (b) shall not be paid. Instead the overtime and call back rate for hours worked on a public holiday shall be T2, and the employee shall be granted an alternative holiday.
- (iii) An employee required to be on call on a public holiday shall be granted an alternative holiday regardless of whether or not the call is worked .
- (iv) No more than one alternative holiday/day in lieu shall be granted in respect of each public holiday.

12.5 Public holidays falling during leave or time off -

- (i) Leave on pay – When a public holiday falls during a period of annual leave, sick leave or special leave on pay, the employee is entitled to that holiday which is not debited against such leave.
- (ii) Leave without pay – The employee shall not be entitled to payment for a public holiday falling during a period of leave without any pay (including sick leave without pay and military leave without pay) unless the employee has worked during the fortnight ending on the day on which the leave is observed.

12.6 Alternative holidays will be remunerated in accordance with the Holidays Act 2003.

13 ANNUAL LEAVE

13.1 Annual Leave shall be in accordance with the Holidays Act 2003, except that all employees shall be granted 25 days leave of absence on pay in each leave year.

13.2 Conditions -

- (a) The term "leave year" means the year ending on the anniversary date of the employee's appointment.
- (b) For employees employed prior to 1 January 2013, previous service which has been recognised under previous collective agreements, for the purposes of annual leave, shall continue to be recognised. For all

employees employed on or after 1 January 2013, service, whether continuous or not, is with the organisations listed in the Continuous Service definition in clause 2 of this agreement,

- (c) The employer may permit an employee to take annual leave in one or more periods.
- (d) The employer may permit all or part of the annual leave accruing in respect of a leave year to be postponed to the next following year, but the annual leave entitlement at any one time shall not exceed the total of annual leave accruing in respect of two leave years.

Provided that, where an employee is on continuous leave without pay due to illness or accident the employee will be permitted to take or accumulate leave for up to two years. After this, an employee will not qualify for any further period of leave until duty is resumed.

- (e) Where an employee ceases employment all untaken annual leave shall be paid out in accordance with the Holidays Act 2003. The last day of service is the specified resignation/termination date.

13.3 Anticipation of annual leave for overseas trip - An employee with over 20 years' current continuous service may anticipate one year's annual leave entitlement for the purpose of taking a trip overseas.

13.4 Leave without pay in relation to annual leave entitlement - An employee who is granted leave without pay and who remains in the service of the employer, will, except where provision is made otherwise, have such leave counted as service for annual leave purposes.

14 SICK LEAVE

14.1 Sick Leave shall be in accordance with the Holidays Act 2003. All employees shall be entitled to ten days sick leave in the first twelve months of employment, , and then ten days in each subsequent year. The annual entitlements shall be pro rata for part time employees, to a minimum entitlement of 10 days sick leave annually.

The employee shall be paid for minimum statutory sick leave entitlement at the relevant daily pay as prescribed in the Holidays Act 2003. Additional contractual or discretionary sick leave that is taken or approved shall be paid at the normal rate of pay (T1 only).

14.2 The employer may request that a medical certificate be produced.

14.3 The employee may accumulate untaken entitlement up to 120 days (pro rata for a part time employee).

14.4 Notwithstanding 14.1 above, any employee who was employed by the employer as at 9 September 1996 who has an existing aggregate entitlement greater than that specified in 14.3 shall have that aggregated entitlement frozen as at that date, and shall be entitled to exhaust that sick leave entitlement to below the level specified in 14.3 before becoming entitled to accumulate further sick leave entitlement.

14.5 Employer's discretionary powers to grant leave in excess of the above prescribed limits

- (a) Where a full-time employee is incapacitated by sickness or injury arising out of and in the course of employment, salary may be paid during incapacity for a period of up to 26 weeks. Any extensions beyond 26 weeks require the approval of the employer. The period for which salary is paid in accordance with the provisions of this subclause shall not be regarded as sick leave with pay for the purposes of the foregoing provisions of this clause.
- (b) Where an employee is suffering from a minor illness which could have a detrimental effect on the patients in the Te Whatu Ora's care, the employer may, at his/her discretion, either:
 - (i) place the employee on suitable alternative duties; or
 - (ii) direct the employee to take leave on full pay for not more than eight days in any one year, in addition to the normal entitlement to sick leave.
- (c) In special cases, the employer may allow an employee to anticipate sick leave becoming due in a subsequent year(s). Details of dependant family and whether sick leave has been used for one or more periods of illness or only in intermittent periods of a day or two should be considered.

14.6 Sickness at home -

- (a) The employer may grant an employee leave on pay as a charge against sick leave entitlement when the employee must, because of an emergency, attend a member of the household who through illness becomes dependent on the employee. This person would in most cases be the employee's child or partner but may be another member of the employee's family or household.
- (b) Approval is not to be given for absences during or in connection with the birth of an employee's child. Such a situation should be covered by annual leave or parental leave.
- (c) The production of a medical certificate or other evidence of illness may be required.

14.7 Sick leave in relation to annual and long service leave -

- (a) When sickness occurs during annual or long service 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 office, provided a medical certificate is produced, showing the nature and duration of the illness.
- (b) In cases where the period of sickness extends beyond the approved period of annual or long service leave, approval shall also be given to debiting the portion which occurs within the annual or long service leave period against sick leave entitlement if the total continuous period of sickness exceeds three days.
- (c) Annual or long service leave may not be split to allow periods of illness of three days or less to be taken as sick leave.

14.8 Leave without pay in relation to sick leave entitlements –

- (a) An employee who is granted leave without pay and who remains in the service of the employer, will have such leave included in determining sick leave entitlement.

14.9 'ACC' Top up from sick leave

- (a) Where an employee is incapacitated as a result of a work accident, and that employee is on earnings related compensation, then the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation, on request from the employee. This payment shall be debited against the employee's sick leave up to the extent of the employee's paid sick leave entitlement. The employer may agree to reimburse the employees for treatment and other expenses or for financial disadvantage incurred as a result of a work related accident. This agreement will be on a case by case basis.
- (b) For non-work related accidents, where the employee requests, the employer shall supplement the employee's compensation by 20% of base salary shall be debited against the employee's sick leave up to the extent of the employee's paid sick leave entitlement.

14.10 In the event an employee has no entitlement left they are entitled to apply for up to ten (10) days discretionary sick leave per annum. The employer recognised that discretionary sick leave 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.

The first five (5) days of discretionary leave shall be approved on the same basis as leave under clause 14.1.

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 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 14.19.

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.

15 BEREAVEMENT/TANGIHANGA LEAVE

15.1 The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). Attention is drawn to the Holidays Act 2003 with regard to minimum

entitlements. Payment shall be made in accordance with the Holidays Act 2003.

- 15.2 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of 15.1 above. This provision will not apply if the employee is on leave without pay.
- 15.3 In granting time off therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner.

16.0 PARENTAL LEAVE

- 16.1 Statement of principle – The parties acknowledge the following provisions are to protect the rights of employees during pregnancy and on their return to employment following parental leave and is to be read in conjunction with the Parental Leave and Employment Protection Act 1987 (referred to as the Act in this clause 16), provided that where this clause 16 is more favourable to the employee, the provisions of this clause 16 shall prevail. Employees should seek the advice of their manager, Human Resources or their union in applying for parental leave. Advice on parental leave is also available from Employment New Zealand. Advice on parental leave payments is available from the Inland Revenue Department.
- 16.2 Entitlement and eligibility – Provided that the employee assumes or intends to assume the primary care as defined in the Act, or is the primary carer or partner of a primary carer, the entitlement to parental leave is:
- (a) in respect of every child born to them or their partner;
 - (b) in respect of every child under six years of age, where the employee becomes a primary carer for the child;
 - (c) where two or more children are born at the same time or where the employee becomes a primary carer for two or more children under six years of age within a one month period, for the purposes of these provisions the employee's entitlement shall be the same as if there were only one child.

Note: Whangai arrangements are included in situations where the employee becomes a primary carer for one or more children.

16.3

- (a) Parental leave of up to twelve months is to be granted to employees with at least one year's service at the time of commencing leave.
- (b) Parental leave of up to six months is to be granted to employees with less than one year's service at the time of commencing leave.

Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of the employer.

- (c) The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by the employer. The parental leave may be taken in more than one continuous period, with the start and finish dates of each additional period, and any extension of parental leave past the anniversary date of the commencement of parental leave, to be agreed between the employer and the employee.
- (d) Pursuant to Part 3 (A) of the Act employees who are not entitled to primary carer

leave may request a period of negotiated carer leave from their employment. Negotiated carer leave may enable the employee to receive parental leave payments from IRD if they meet the parental leave payment threshold test.

- 16.4 In cases of adoption of children of under six years of age, parental leave shall be granted in terms of 16.2 and 16.3 above, providing that fourteen days' notice is given before the employee intends to assume the responsibility for the care of the child. Evidence of an approved primary care placement shall be provided to the employer's satisfaction.
- 16.5 Employees intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner or midwife certifying the expected date of delivery. The provision may be waived where the employee becomes a primary carer for a child under the age of six or in circumstances outside the control of the employee.
- 16.6 The commencement of leave shall be in accordance with the provisions of the Parental Leave and Employment Protection Act 1987.
- 16.7 An employee absent on parental leave is required to give at least one month's notice to the employer of their intention to return to duty. When returning to work the employee must report to duty not later than the expiry date of such leave.

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

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

16.9 Job protection -

- (a) Subject to 16.10 below, an employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:
- (i) at the equivalent salary, grading;
 - (ii) at the equivalent weekly hours of duty;
 - (iii) in the same location or other location within reasonable commuting distance; and
 - (iv) involving responsibilities broadly comparable to those experienced in the previous position.
- (b) Where applicable, employees shall continue to be awarded increments when their incremental date falls during absence on parental leave.
- (c) Parental leave shall be recognised towards service-based entitlements, i.e.: annual leave and sick leave. However, parental leave will not contribute to Retiring Gratuities allowance calculations.

16.10

- (a) Where possible, the employer must hold the employee's position open or fill it temporarily until the employee's return from parental leave. However in the event that the employee's position is a "key position", the employer may fill the position on a permanent basis if they meet the requirements set out in the Act.
- (b) Where the employer is not able to hold a position open, or to fill it temporarily until an employee returns from parental leave, or fills it permanently on the basis of it being a key position, and, at the time the employee returns to work, a similar position (as defined in 16.9 (a) above) is not available, the employer may approve

one of the following options:

- (i) an extension of parental leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or
- (ii) an offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in 16.10(b)(i) above for up to 12 months; or
- (iii) the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of 16.10(b)(i) above for up to 12 months:
provided that, if a different position is accepted and within the period of extended parental leave in terms of 16.10(b)(i), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or
- (iv) where extended parental leave in terms of 16.10(b)(i) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 28 of this contract.

- 16.11 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 16.9(a) above, parental leave shall cease.
- 16.12 Where, for reasons pertaining to the pregnancy, an employee on medical advice and with the consent of the employer, elects to work reduced hours at any time prior to starting parental leave, then the guaranteed proportion of full time employment after parental leave shall be the same as that immediately prior to such enforced reduction in hours.
- 16.13 Parental leave absence filled by temporary appointee If a position held open for an employee on parental leave is filled on a temporary basis, the employer must inform the temporary appointee that their employment will terminate on the return of the employee from parental leave.
- 16.14 Employees on parental leave may from time to time and by agreement work occasional duties during the period of parental leave and this shall not affect the rights and obligations of either the employee or the employer under this clause.
- 16.15 Paid Parental Leave – Where an employee takes parental leave under this clause, meets the eligibility criteria in 17.2 (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full-time) for a period of up to 14 weeks.

Employees who negotiate carer leave under Part 3 (A) of the Act are not eligible for the Parental Leave payment under Clause 16.15.

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

These payments shall only be made in respect of the period for which the employee is

on parental leave and in receipt of the statutory payment if this is less than 14 weeks.

Where 16.3(c) applies and both partners are employed by Te Whatu Ora, the paid parental leave top up will be made to only one employee, being the employee who has primary care of the child.

17 JURY SERVICE LEAVE

- 17.1 Employees called on for jury service are required to serve. Where the need is urgent, the employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.
- 17.2 An employee called on for jury service may elect to take annual leave, leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during an employee's off duty hours, the employee may retain the juror's fees (and expenses paid).
- 17.3 Where leave on pay is granted, the employee is to pay the fees received to the employer but may retain expenses.
- 78.4 Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the employee is not required by the Court, the employee is to report back to work where this is reasonable and practicable.

18 WITNESS LEAVE

- 18.1 Where an employee is required to be a witness in a matter arising out of his/her employment, she/he shall be granted leave on ordinary pay (T1 rate only).
- 18.2 The employee is to pay any fee received to the employer but may retain expenses.

19 LONG SERVICE LEAVE

19.1 Eligibility -

- (a) Employees who have completed 5 years' current continuous service as defined below may be granted once only a one weeks' long service leave entitlement and an additional one week's long service leave entitlement upon completion of each additional five years of current continuous service.
- (b) For employees who commence employment with the employer after 3 August 1992, service shall be deemed to comprise all periods of continuous employment as defined in the definitions clause. Employees who commenced prior to this date shall also have service previously recognised to determine their long service leave entitlement included.
- (c) Continuous service may be broken by periods of up to three months but any break in service of longer than three months shall debar an

employee from counting the service prior to that break towards the qualifying period for long service leave.

- (d) Leave without pay in excess of three months (including sick leave without pay) taken on any one occasion cannot be included in the qualifying periods, e.g., an employee who has had in aggregate a year's leave without pay between years 10 and 15 will not qualify for long service leave until 16 years of qualifying service.
- (e) Untaken long service leave entitlement will be paid out on termination of employment.

19.2 Procedures for taking long service leave -

- (a) Long service leave MUST be taken in one period except that an employee recalled from leave because of an emergency is entitled to resume leave after the emergency.
- (b) Long service leave MUST be taken within five years of entitlement.
- (c) Payment for long service leave is to be at the annual leave rate applying at the time the leave is taken.
- (d) Where a public holiday or substituted succeeding day falls during a period of long service leave, the employee is entitled to the holiday which is not to be debited against such leave

Note: Those employees who have between 5 years and ten years service will be able to maintain their current entitlement to 2 weeks at 10 years service and then they will come under the new clause of 1 week each 5 years service thereafter.

<p style="text-align: center;">PROVISIONS RELATING TO THE UNION</p>
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20 UNION REPRESENTATIVES EDUCATION LEAVE

20.1 Paid leave of up to 5 person days for PSA members and 5 person days for AWUNZ members per year may be granted by the employer during the term of this agreement subject to the following conditions;

- (a) such leave must be used for the education of PSA/AWUNZ members. The union shall submit a course outline to the employer for approval;
- (b) the leave and the time of the leave must be approved by the employer and that approval shall not be unreasonably withheld.
- (c) the union shall provide the employer with a list of participants;
- (d) the request must be made at least 21 days before the leave is to be taken.

20.2 The provisions of this clause shall be inclusive of entitlements under Part 7 (Employment Relations Education Leave) of the Employment Relations Act 2003.

21 RIGHT OF ENTRY

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

Consent is not required to be obtained if, at the time of the representative's entry into the workplace, either

- a) there is a collective agreement in force between the employer and the union; and the coverage clause in the collective agreement covers the work done by employees at the workplace; or
- b) at the time of the representative's entry into the workplace, the union or the employer has initiated bargaining for a collective agreement; and the intended coverage of the collective agreement covers the work done by employees at the workplace.

22 STOPWORK MEETINGS

22.1 Subject to subsections 22.2 to 22.5 of this section, the employer shall allow every Union member employed by that employer to attend, on ordinary pay, a maximum of four hours of union meetings (but no meeting shall be of greater than two hours duration) in each year (being the period beginning on the 1st day of January and ending on the following 31st day of December).

- 22.2 The Union shall give the employer at least 14 days' notice of the date and time of any union meeting to which subsection 22.1 of this section is to apply.
- 22.3 The Union shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.
- 22.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any union member for a period greater than two hours in respect of any meeting.
- 22.5 Only union members who actually attend a union meeting shall be entitled to pay in respect of that meeting and to that end the union shall supply the employer with a list of members who attended and shall advise the employer of the time the meeting finished.
- 22.6 The provisions of this clause are inclusive of the entitlements under Section 26 of the Employment Relations Act 2003 amendment.

23 DEDUCTION OF UNION FEES

- 23.1 The employer shall deduct union fees from the wages/salaries of members of the union when authorised in writing by members.
- 23.2 The employer shall supply the PSA and/or AWUNZ a list of employee parties to this agreement on request, such requests to be made no more often than six monthly.

GENERAL PROVISIONS

24 INDUSTRIAL DEMOCRACY

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

The involvement of the union should contribute to:

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

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

24.2 (a) The employer accepts that union job delegates are the recognised channel of communication between the union and the employer in the workplace.

(b) Accordingly paid time off shall be allowed for recognised union delegates to attend meetings with management, consult with union members, and other recognised union delegates and officials, to consult and discuss those issues addressed in this clause and clauses 25 and 26 of this agreement, specifically, consultation, staff surplus, and options for resolving staff surplus.

(c) Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.

(d) The amount of time off and facilities provided shall be sufficient to enable full consideration of the issues contained herein.

24.3 An aggregate of eight days paid leave shall be granted to cover PSA/AWUNZ meetings (i.e. Health Sector, National Council and Biennial Conference, and/or new organisations performing same functions). The PSA/AWUNZ shall provide

- 14 days-notice prior to the date(s) of the meeting (or in an emergency a lesser period may be accepted by the employer);
- the name(s) of the person seeking leave;
- the number of days; and
- the meeting(s) being attended.

Leave shall only be granted once these conditions have been met

24.4 Delegate / Management meetings – At the request of either party the employer and the PSA/AWUNZ agree they shall meet at least three-monthly to discuss mutually agreed agenda items.

25.0 CONSULTATION

- 25.1 The employer, employees and the union accept that change in the Health Service is necessary and ongoing, in order to ensure the efficient and effective delivery of health services.
- 25.2 Regular consultation between the employer, employees and the union is desirable on matters of mutual concern and interest.
- 25.3 The employer agrees that the union will be advised of any initiative that may result in significant changes to either the structure, staffing or work practice affecting employees, and will provide the union with the opportunity to be involved.
- 25.4 From time to time directives will be received from government and other external bodies, or through legislative change. On such occasions, the consultation will be related to the implementation process of these directives.
- 25.5 The consultation process for managing change shall be as follows:
- (i) The initiative being consulted about should be presented by the employer as a “proposal” or “proposed intention or plan” which has not yet been finalised.
 - (ii) Sufficient information (subject to commercial sensitivity) will be provided by the employer to enable the party consulted to develop an informed response.
 - (iii) Sufficient time will be allowed for the consulted party to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.
 - (iv) Genuine consideration will be given by the employer to the matters raised in the response.
 - (v) The final decision shall be the responsibility of the employer.
- 25.6 When the implementation of the employer’s decisions may result in surplus positions, or where the employee can no longer be employed in their current position, the procedures in clause 26 shall be followed, with the options in sub-clause 26.1 below being invoked and negotiated on a case by case basis between the union and the employer.
- 25.7 Notification
- The employer will inform the employee(s) in the affected area(s) and the union of the following:
- (i) The total number of surplus positions
 - (ii) Alternate positions that are available
 - (iii) The date when the change is effective
- 25.8 The employer will provide the union with the names and current positions of those employees potentially affected, who it believes, in good faith, are bound by the agreement. The union will then confirm which employees they represent.

- 25.9 The employer will consult with the employees and the union on the process for implementing the decision.
- 25.10 The Employer will advise the employees and the union at least one month prior to the date that notice is required to be given to employees that their position(s) is/are surplus to requirements. A shorter period may be agreed between the parties.

26 STAFF SURPLUS

26.1 Options -

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

- (a) Reconfirmed in position
- (b) Attrition
- (c) Redeployment
- (d) Leave without pay
- (e) Enhanced early retirement
- (f) Retraining
- (g) Severance (including a reduction in an employee's Full Time Equivalent (FTE) status as a result of a staff surplus)
- (h) Change of Ownership / Technical Redundancy

The options shall be invoked and negotiated on a case by case basis between the union and the employer.

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in subclause 28.8 will be applied as a package.

26.2 Reconfirmed in position -

Where a position is to be transferred into a new structure in the same location and grade, and where there is one clear candidate for the position, the employee is to be confirmed in it. Where there is more than one clear candidate the position will be advertised with appointment made as per normal appointment procedures.

26.3 Attrition -

Attrition means that as people leave their jobs because they retire, resign, transfer, die or are promoted then they may not be replaced. In addition, or alternatively, there may be a partial or complete freeze on recruiting new employees or on promotions.

26.4 Redeployment -

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

- (a) Where the new job is at a lower salary, an equalisation allowance will be paid to preserve the salary of the employee at the rate paid in the old job at the time of redeployment.

The salary can be preserved in the following ways:

- (i) an ongoing allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases); or

- (ii) a lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases) and will be subject to an employment bond.
- (b) Transfer provisions in clause 27 shall apply.
- (c) Where the new job is within the same local area and extra travelling costs are involved, actual additional travelling expenses by public transport shall be reimbursed for up to 12 months.
- (d) The redeployment may involve employees undertaking some on-the-job training.

26.5 Leave without pay -

Special leave without pay may be granted within a defined period without automatic right of re-engagement. This provision does not include parental or sick leave.

26.6 Enhanced early retirement -

- (a) Employees are eligible if they are within 10 years of entitlement for GRI and have a minimum of ten years' total aggregated service with the organisations listed in 26.8(a).

Service shall have the same definition as in 26.8(a)

- (b) Payment shall be made in accordance with 26.8 (b) - (f)
- (c) Outstanding annual leave and long service leave may be cashed up separately
- (d) Membership of a superannuation scheme is not required for eligibility.

26.7 Retraining -

- (a) Where a skill shortage is identified, the employer may offer a surplus employee retraining to meet that skill shortage with financial assistance up to the maintenance of full salary plus appropriate training expenses. It may not be practical to offer retraining to some employees identified as surplus. The employer needs to make decisions on the basis of cost, the availability of appropriate training schemes and the suitability of individuals for retraining.
- (b) If an employee is redeployed to a position which is similar to his or her previous one, any retraining may be minimal, taking the form of "on the job" training such as induction or in-service education.

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

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

- (a) "Service" for the purposes of this sub-clause 26.8 means total aggregated service with the Employer, and one or more other Crown Health Enterprises or Area Health/Hospital Boards and with one or more of the following services:

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

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

Notwithstanding the above, for employees employed after 11 September 1995 service shall be deemed to be service with Otago District Health Board only and excludes any service that has been taken into account for the purposes of calculating any entitlement to a redundancy severance, early retirement or similar payment.

Notwithstanding the above an employee covered by the Southern DHB Southland Maintenance Trades and Related Employees Collective Agreement who transfers to an Otago Hospital Site (other than Lakes District Hospital) after 20 February 2012 shall only have service recognised under the "Southland Collective Agreement" to the date of their transfer, with subsequent Southern DHB service recognised post the date of transfer.

- (b) 8.33 per cent of basic salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment is regardless of length of service; and
- (c) 12 per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and
- (d) 4 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
- (e) where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

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

- (f) if the employee has ten or more years' service, the full retiring gratuity as set out in the scale contained in clause 11 shall be paid.
- (g) employees with not less than eight years' service but less than ten years' service, shall be paid two weeks' basic salary (T1 rate only).

- (h) employees with not less than five years' service but less than eight years' service, shall be paid one week's basic salary (T1 rate only).
- (i) outstanding annual leave and long service leave may be separately cashed up.
- (j) Compensation for reduction in hours - where, as a result of a staffing surplus, employees have had their FTE status reduced, a pro rata compensatory payment based on 26.11 (c) - (e) shall be made.
- (k) Nothing in this agreement shall require the employer to pay compensation for redundancy (including under the early retirement clause) where, as a result of restructuring, and following consultation, the employees position is disestablished and the employee declines an offer 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.
- (l) 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.
- (m) If the employer and the employee and the union (if they are the authorised bargaining agent) can agree, they may negotiate an alternative severance package to that provided in 26.8 (a) to (h) providing that the value of this alternative package does not exceed the package calculated using 26.8 (a) to (h) above.

26.9 Change of Ownership / Technical Redundancy

Where an employee's employment is being terminated by his or her employer by reason only of the sale or transfer by the employer of the whole or part of the employer's business, nothing in this agreement shall require the employer to pay compensation for redundancy (including under the early retirement clause) to the worker if –

- (a) the person or organisation acquiring the business, or the part being sold or transferred has offered the worker employment in the business or the part being sold or transferred; and
- (b) the conditions of employment offered to the worker by the person or organisation acquiring the business or the part of the business being sold or transferred are no less favourable than the worker's conditions of employment, including –
 - (i) any service-related conditions; and
 - (ii) any conditions relating to redundancy; and
 - (iii) any conditions relating to superannuation - under the employment being terminated; and

- (c) the offer of employment by the person or organisation acquiring the business or the part of the business being sold or transferred is an offer to the worker in that business or that part of that business either –
 - (i) in the same or similar capacity as that in which the worker was employed by his or her employer; or
 - (ii) in a capacity that the worker is willing to accept.

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

- 26.10 Counselling - Counselling for affected employees and family will be made available as necessary.
- 26.11 The parties acknowledge that Section 69M of the Employment Relations Act requires all collective agreements to contain provisions in relation to the protection of employees where there employer's business is restructured .It is agreed that these provisions exist within the current collective agreement (e.g. clause 25 Consultation and clause 26.9 Change of ownership/ technical redundancy) or by virtue of the statutory provisions set out in Sections 19, 20 and 21 of Schedule 1B of the Employment Relations Act.

27 TRANSFER AND REMOVAL EXPENSES

Where an employee is required by the employer to transfer within the Southern DHB, actual and reasonable removal expenses (as agreed between the employer and employee) for shifting the persons belongings and dependent family shall be paid by the employer. Payment shall be made upon the production of receipts. This is a one-off payment.

28 HEALTH AND SAFETY

- 28.1 Where no health and safety committee currently exists in an institution, a joint employee/management committee(s) shall be established to:
 - (a) consider and act upon workplace safety and health issues that arise;
 - (b) participate in the development and implementation of safety procedures and health programmes for the workplace.

In fulfilling their role (including training) committee members should not lose ordinary pay.

29 ACCIDENTS

- 29.1 Transport of an injured employee - 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 being 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.

30 UNIFORMS, PROTECTIVE CLOTHING AND TOOLS

30.1 Where the employer requires an employee to wear a particular uniform at the employer's discretion one of the following shall apply:

(a) the uniform shall be supplied free of charge but shall remain the property of the employer. All items of uniform clothing supplied by the employer shall be laundered or dry-cleaned at the employer's expense, as and when required. Each case is to be determined on its merits by the employer: or

(b) the employee may provide and pay for a uniform acceptable to the employer. In this case the employer will pay the employee a weekly allowance of \$1.15 per week to purchase the uniform and \$2.78 per week as a laundry allowance.

30.3 Suitable protective clothing or equipment shall also be provided at the employer's expense where the duty involves a risk to the employee or of excessive soiling or damage to uniforms or personal clothing.

Damage to personal clothing - An employee may, at the employer's discretion, be compensated for damage to personal clothing worn on duty, or reimbursed dry-cleaning charges for excessive soiling to personal clothing worn on duty, provided the damage or soiling did not occur as a result of the employee's negligence or failure to wear the protective clothing provided. Each case shall be determined on its merits by the employer.

30.4 A quality tool kit will be supplied by the employer and be replenished on a fair wear and tear basis. Decisions on what will be purchased will be made in consultation with staff. The final decision will rest with the line manager

31 CASUAL WORKERS

31.1 "Casual employee" means an employee who has no set hours or days of work and who is normally asked to work as and when required on a day by day basis, although, payment for such work will be made fortnightly in accordance with the employer's payroll procedure.

31.2 Payment of annual leave - Casual employees will be paid 8% gross taxable earnings in lieu of annual leave, to be added to each fortnightly or weekly wage payment (no annual taxable earnings calculation is therefore necessary).

31.3 Unless otherwise stated casual employees have no entitlement to leave. Casual service shall not be considered as eligible service for the calculation of service related provisions.

32 HARASSMENT PREVENTION

32.1 The parties to this agreement agree that harassment is unacceptable and will not be condoned in the workplace. Harassment covers a range of behaviours that may be expressed in verbal, written, physical or psychological terms. This includes sexual and racial harassment.

33 JOB EVALUATION

33.1 Where it is intended to introduce a system of job evaluation, the employer will notify all unions where members are affected and invite unions collectively to nominate a specified number of representatives to a joint union/management committee to assist in the selection and implementation of job evaluation.

33.2 The following process will apply:

- (a) Unions will nominate representatives to the joint union/management committee within 21 days of being invited to do so.
- (b) The Committee will recommend to the employer within a reasonable time frame specified by the employer the desirable features of an evaluation system to be included in any tender document, and the nature of union involvement in the implementation of the system.
- (c) The employer will call for tenders (or otherwise identify possible systems) having regard to the recommendations of the Committee.
- (d) The Committee will consider the tenders (or other proposals) and make a recommendation to the employer, who shall make the final decision.
- (e) Union representatives will be involved in the implementation of the system, including consideration of applications for re-evaluation, which will be undertaken by the job evaluation committee set up in line with any recommendations made under (b) and accepted by the employer.

33.3 For the purposes of this clause, "job evaluation" is a formal method of comparing jobs or positions with the objective of ranking them relative to each other.

33.4 Where a job evaluation system has been initiated prior to 10 November 1989, those the employer will align those systems with the above procedures where practicable.

33.5 No employee shall have her/his salary or wages reduced as a result of grading or salary changes that result from job evaluation.

34 USE OF PRIVATE VEHICLE ON EMPLOYER BUSINESS

Employees who are authorised to use their private motor vehicle on the employer's business shall be paid a motor vehicle allowance as promulgated from time to time by the employer.

35 PAYMENT OF WAGES

35.1 Employees shall be paid at fortnightly intervals by direct credit to a bank account nominated by the employee. In exceptional circumstances there may be a need for the employer to pay by cheque.

35.2 All wages shall be paid immediately following the dismissal of an employee, and when the employee leaves of their own accord, they shall be paid on the final day of their employment.

36 OVERPAYMENT RECOVERY PROCEDURES

Attention is drawn to the Wages Protection Act 1983. The provisions of this Act, or any amendment or Act passed in substitution for this Act, shall apply.

37 EMPLOYEE ACCESS TO PERSONAL INFORMATION

Attention is drawn to the Official Information Act 1982. The provisions of this Act, or any amendment or Act passed in substitution for this Act, shall apply.

38 EDUCATION AND TRAINING

In service and self-development training to meet the needs of the position is seen as part of the employees normal duties. Accordingly, time may be taken for the purpose of study or training relevant to the position by agreement between the manager and employee and in terms of the employer's training policy.

The employer recognises the importance of retaining skilled and knowledgeable staff to ensure the provision of quality care to its patients. At the discretion of the manager, funding and time to allow staff to update and maintain their skills and knowledge required for the performance of their duties will be provided.

39 PROFESSIONAL DEVELOPMENT

To assist employees to further develop their skills, knowledge and/or qualifications, which enable them to better perform their duties (either current or in the future), each employee is eligible for reimbursement to a maximum annual entitlement as below of the cost of relevant and approved professional development activities.

Relevant professional activities shall include training courses, education courses, membership of a relevant professional body that offers education

and/or training activities, and purchase of relevant books. For the purposes of this professional development entitlement, statutory training requirements do not form part of it.

Managers should proactively raise with employees professional development programme at their performance appraisal or other time convenient to the parties.

Where reimbursement is related to membership of a relevant professional organisation, approval shall be made annually, following production of an appropriate receipt.

The PSA, AWUNZ and the employer agree to monitor on an ongoing basis the range of activities for which employees seek to have costs reimbursed, with the aim of determining a schedule of relevant professional organisations and activities.

40 INDEMNIFICATION

The employer undertakes to indemnify employees against actions taken against them by persons suffering damage as a result of acts or omissions of the employee while acting in the course of his/her employment.

Where an employee, while acting in the course and within the scope of their employment by the employer, requires legal representation, this will be provided and paid for by the employer.

Where there is potential for a 'conflict of interests' the employer will ensure independent representation is available for the employee.

Indemnity or legal representation shall not apply to employees acting outside the course and scope of their employment.

41 SAVINGS

Nothing in this agreement shall operate so as to reduce the ordinary time rate of pay applying to any employee at the date of this agreement coming into force.

42 VARIATIONS TO THE AGREEMENT

This agreement can be varied during its currency only with the agreement of parties "affected" by the variations. Any such variations will be recorded in writing and signed by the Southern DHB, PSA and/AWUNZ.

43. POLICIES AND PROCEDURES

- 43.1 All employees covered by this agreement shall comply with the employer's policies and procedures, in force from time to time, to the extent that such policies and procedures are not inconsistent with the terms and conditions of this agreement.
- 43.2 The union will be consulted regarding any additions/amendments to those policies and procedures, where such additions/amendments have a material effect on employee(s) conditions of employment.

44 PROFESSIONAL STANDARDS

Employees, as a condition of their employment, are required to meet the professional standards and practices as prescribed by a relevant professional body.

45 TERMINATION OF EMPLOYMENT

- 45.1 Either the employee or the employer may terminate the employment relationship by providing one month's notice in writing. In the absence of any agreement to reduce the notice period, the party terminating the employment relationship will pay or forfeit wages in lieu of the required notice.
- 45.2 In the event of employee resignation, it remains at the employer's discretion as to whether there is a requirement to work out the full notice period. The parties may mutually agree to reduce the notice period, such agreement shall not be unreasonably withheld.
- 45.3 Nothing prevents the employer from summarily dismissing an employee, without notice or payment in lieu of notice, for serious or gross misconduct, serious breach of contract, or being convicted of a criminal offence resulting in imprisonment, or other just cause.
- 45.4 Abandonment of Employment: Where an employee is absent from work for a continuous period exceeding three days without the consent of the employer, or without justifiable cause, they shall be deemed to have terminated their employment.

46 SEVERABILITY

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

47 NON WAIVER

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

48 INCIDENTAL EXPENSES

Where a worker is required in the course of their duties to be absent from their place of residence overnight, the employer shall provide suitable board and meals and the employee shall be paid an allowance to cover incidental expenses not otherwise recoverable to the sum of twenty five dollars (\$25) per night

49. SUSPENSION

- 49.1 Where the DHB is investigating or intends to investigate alleged potential serious misconduct by an Employee it may suspend the Employee on full pay, subject to the following:
- 49.2 Prior to making a decision to action a suspension, the DHB must have discussed the proposal of suspension with the Employee and considered the Employee's views on this. If practical, the discussion should take place at a face to face meeting with the opportunity for the employee's representative to participate. If this is not practical in the first instance, a meeting will be subsequently arranged at a convenient time to review the suspension decision with the employee and the representative.
- 49.3 Suspension should only be considered in situations where it is inappropriate for the employee to remain in the workplace due to the nature of the allegation and/or where other relevant information exists. For example, situations where DHB believes there is a possible issue of safety in the workplace, a need to de-escalate a situation or to prevent the DHB's investigation from being impeded.
- 49.4 Suspension is not an indication that the DHB considers the Employee guilty of the allegation. Suspension is not seen as a punitive measure.
- 49.5 The parties note that the suspension should not be used to impede a fair investigation process (eg an employee being unable to have access to evidence/information in his/her own defence)

**GENERAL PROVISIONS
RELATING TO EMPLOYMENT
RELATIONSHIP PROBLEMS**

50

RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

50.1 This clause sets out how employment relationship problems are to be resolved.

- (a) An “employment relationship problem” includes:
 - (i) a personal grievance
 - (ii) a dispute
 - (iii) any other problem relating to or arising out of the employment relationship
 - (iv) but does not include any problem with the determination of new terms and conditions of employment.

- (b) A “personal grievance” means a claim that an employee:
 - (i) has been unjustifiably dismissed; or
 - (ii) has had their employment, or their conditions of employment, affected to their disadvantage by some unjustifiable action by the employer; or
 - (iii) has been sexually harassed in their employment; or
 - (iv) has been racially harassed in their employment; or
 - (v) has been subjected to duress in their employment in relation to membership or non-membership of a union
 - (v) has been discriminated against in their employment

- (c) A “dispute” is a disagreement over the interpretation, application or operation of an employment agreement.

50.2 If an employee wishes to raise a personal grievance they must raise the grievance with their employer within 90 days of the date of the action alleged to amount to a personal grievance occurring or coming to the notice of the employee whichever is the later.

50.3 Raising employment relationship problems

- (a) Any employment relationship problem should in the first instance be raised by the employer with the employee or the employee with the employer as soon as possible.

- (b) The employee and/or the employer are entitled to seek advice and assistance from their respective union in raising and/or discussing the problem.

- (c) The employee and the employer shall meet to discuss and attempt in good faith, to resolve the employment relationship problem.

50.4 Mediation

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

50.5 Employment Relations Authority

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

50.6 Employment Court

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

(IX) INDIVIDUAL VARIATIONS STATEMENT

Historically the employer and individual employees have agreed to grandparent to the individual employee specific terms and conditions that are agreed to be more favourable than the terms and conditions of this collective agreement.

The employer has undertaken to separately record these individual variations (to the best of its knowledge) and retain them with a copy of the signed collective agreement for future reference.

In addition to those individual variations it has been agreed that the employees employed on the terms and conditions of the expired Southern District Health Board (Southland and Lakes District Hospitals) Maintenance Trades and Related Employees Collective Agreement, will continue to be entitled to the allowance for the use of their personal tools, as set out in the extracted clause 30.4 below. This will cease to take effect at the expiry of this agreement, 30 June 2025, at which point the tool allowance will cease and tools will be provided by the employer.

30.4 The employer agrees to pay a tool allowance to Plumbers, Carpenters, Electricians, Fitters at the rate of \$900 per annum, pro-rated, paid fortnightly