



and

Te Whatu Ora

Health New Zealand

Waikato

**Tradespersons
Collective Agreement**

1 June 2022 – 1 April 2024

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1.0 The Parties

The parties to this Collective Agreement are:

- (a) Te Whatu Ora – Waikato (the employer); and
- (b) The Association of Professionals and Executive Employees (the Union or APEX).

1.1 New Employees

The parties agree that any employee whose work is covered by this collective agreement (Agreement) and who is engaged by the employer between the dates this agreement comes into effect and the expiry date, shall be offered in writing the opportunity for this agreement to apply to them. The new employee shall from the date of becoming a member of APEX, be entitled to all the benefits, and be bound by all the obligations, under this Agreement.

1.2 Existing Employees

Existing employees who are covered by the Coverage Clause of this agreement may become Union members at any time. Employees shall, from the date of advising the employer that they are an APEX member, be bound by all benefits and obligations relating to employees under this agreement subject to meeting the requirements of the Employment Relations Act 2000 regarding when a collective agreement will apply to an employee who was/is a member of another union.

1.3 Coverage

All employees employed as an electrician, electrical service technician, mechanical fitter, plumber, carpenter/joiner, and anyone substantially employed as the aforementioned, but who may from time to time use different titles.

2.0 Interpretations

In this agreement, unless the context otherwise requires:

Electrician (Registered Electrician) - means an employee who completed an apprenticeship and gained a National Certificate in Electrical Engineering – Electrician for Registration (Level 4), or National Certificate in Electricity Supply – Electrician (Level 4) and holds a practising license issued and recognised by the Electrical Workers Registration Board (EWRB).

Electrical Service Technician (Registered EST) - means an employee who completed an apprenticeship and training to gain a National Certificate as an Electrical Appliance Serviceperson and holds a practising license issued and recognised by the Electrical Workers Registration Board (EWRB).

Mechanical Fitter - means an employee who completed an apprenticeship and training and gained a Certificate in mechanical trades (i.e. Deeds of Apprenticeship/Record of proof).

Plumber (Registered Plumber) - means an employee who completed an apprenticeship and gained a National Certificate in Plumbing and Qualified Certifying Plumber, holds a practicing license issued and recognized by Plumbers, Gasfitters and Drainlayers Board.

Carpenters/Joiners – means an employee who completed an apprenticeship with trade certificate qualifications designed to provide trained people who have

achieved the practical skills and accredited knowledge required to construct, repair and install building structures to the level required of a commercially competent carpenter/joiner.

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.

District Health Board (DHB) - means an organisation established as a District Health Board under Section 15 of the New Zealand Public Health and Disability Act 2000.

Duty - means a single, continuous period of work required to be given by an employee. A duty shall be defined by a starting and finishing time.

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

Employer - means Te Whatu Ora - Waikato.

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

On call - means time when an employee is required to be available to be called back for DHB business outside of their ordinary hours of work.

Part-time employee - means an employee, other than a casual employee, who is engaged to work on a regular basis but less than the ordinary or normal hours of work for full time employees as prescribed in this Agreement. All provisions are pro rata for part time employees unless otherwise specified.

Roster - means a list of employees and their duties over a period of time.

Service (except as expressly provided under redundancy clauses) - means: Current continuous service with the employer and its predecessors (including any individual employee’s service previously recognised at the commencement date of this agreement).

T1 (Time One) - means the ordinary hourly rate of pay.

T1.5 (Time and one half) means - one- and one-half times the ordinary hourly rate of pay.

T2 (Double time) means - twice the ordinary hourly rate of pay.

3.0 Hours of work

- 3.1 The ordinary hours of work shall be 40 hours per week, Monday to Friday and shall be no more than 8 hours per day, provided that 10 hours in any one day may be worked by agreement between the employer and the employee. There shall be a minimum of two consecutive days off in each weekly period. The normal pay week shall start and finish 2400 hours Sunday/Monday
- 3.2 For the purposes of this clause ordinary hours of work shall be worked between 0630 to 1830 hours, provided that the start time shall be varied by agreement.
- 3.3 All hours worked are to be continuous except for meal periods provided for in clause 4.

- 3.4 An employee who makes a request for flexible working arrangements shall have their request considered in accordance with Part 6AA of the Employment Relations Act.
- 3.5 The ordinary place of work shall be at Waiora Waikato Hospital Campus unless otherwise agreed. From time to time, an employer may be directed to work at another hospital or HNZ facility within the district for not longer than one week, or longer by agreement. Daily travel time shall be during working hours.
- 3.6 Uniform Change Time - Where an employee is required by the employer to wear a 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.

4.0 Meal periods and rest breaks

- 4.1 Except when required for urgent or emergency work and except as provided in 4.2 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. Only one meal break of not less than half an hour will be taken during a 10-hour shift.
- 4.2 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 paid at the appropriate rate (the rate payable at that time).
- 4.3 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 \$1.67 per week in lieu shall be paid. This allowance shall continue during all periods of leave except leave without pay.
- 4.4 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.

5.0 Salaries and wages

- 5.1 The following salaries are expressed in full time 40 hour per week rates.

Current Step	Current \$	New Step	From 1 December 2022	From 1 July 2023
		4 Electricians, Fitters, Plumbers	\$73,000	\$75,000
6 Electricians, Fitters,	\$69,625	3 Electricians,	\$71,425	\$73,225

Plumbers (Merit)		Fitters, Plumbers Carpenters		
5 Electricians, Fitters, Plumbers.	\$66,755	2 Electricians, Fitters, Plumbers, Carpenters	\$68,565	\$70,365
4 Electricians, Fitters, Plumbers.	\$63,636	1 Electricians, Fitters, Plumbers. Carpenters	\$66,800	\$68,600
3 Electricians, Fitters, Plumbers. Carpenters (Merit).	\$60,047			
2 Carpenters	\$57,568			
1 Carpenters	\$54,006			

Translation

Carpenters/joiners shall translate to step 1 and can progress by annual step movement to step 3.

Electricians, electrical service technicians, mechanical fitters and plumbers shall translate to step 2 and can progress by annual step movement to step 4.

Progression through the steps shall be by automatic annual progression.

All staff who have been employed for 12 months or more will progress to the next step on their scale on 1 July 2023.

6.0 Overtime, penal rates and duty allowances

6.1 Definitions

For calculation purposes, the normal hourly rate shall be one two thousand and eighty-sixth (2,086) part, correct to three decimal places of a dollar, of the yearly rate of salary payable.

6.2 Overtime

6.2.1 Overtime is time worked in excess of:

- (i) Eight hours per day or the rostered duty, whichever is greater
- (ii) 80 hours per two-week period

provided that such work has been authorised in advance.

6.2.2 Overtime shall be paid at the rate of time and one-half times the ordinary rate of pay (T1.5) for the first three hours and double the ordinary rate of pay (T2) for all overtime worked after this except on a public holiday where all overtime worked shall be paid at T2.

6.3 Minimum Break Between Spells of Duty

6.3.1 A break of at least nine continuous hours must be provided wherever possible between any two qualifying periods of work

6.3.2 The qualifying periods of work for the purposes of this clause are:

a. A duty, including any overtime worked with as an extension or separate duty;

or

b. Call back where eight hours or more worked continuously

6.3.3 If a call back of less than a continuous eight-hour period is worked between two other qualifying periods of work, a break of nine continuous hours must be provided either before or after the call back. If such break has been provided before the call back it does not have to be provided afterwards as well.

6.3.4 If a break of nine continuous hours 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 continuous hours is taken and it shall be paid at the overtime rate.

6.3.5 Time spent off duty during ordinary hours of work solely to obtain a nine-hour break shall be paid at the normal hourly rate of pay. Any absences after the ninth continuous hour of such a break, if it occurs during ordinary hours of work, shall be treated as a normal absence from duty.

6.3.6 However, should employees spend time working as a result of a call-back between the hours of 2400 and 0500 hours, and if the employee has reasonable concerns regarding their ability to provide safe practice they shall be able, after notification to and with the agreement of the employer, to have a reasonable break after the call back is completed.

Authorised absences, either with or without pay, are as provided for in this agreement and shall be counted as actual hours worked for the purposes of calculating overtime.

7.0 On Call/Call back allowances

7.1 On Call Allowance

- 7.1.1 In the interests of healthy rostering practices, the parties agree that the allocation of on-call time should be spread as evenly as practicable amongst those required to participate in an on-call roster.
- 7.1.2 An employee who is instructed to be on call during normal off duty hours shall be paid an on-call allowance of \$4.20 per hour or part thereof while on call; except on Public Holidays when the rate shall be \$6.06 per hour.
- 7.1.3 The on-call allowance is payable for all hours the employee is rostered on call, including time covering an actual call out.
- 7.1.4 Where practicable no employee shall be required to be on call for more than one week in four. Except in exceptional circumstances no employee shall be required to be on-call more than two weeks in four.
- 7.1.5 Where the employer requires the employee to participate in an on-call roster, a cell phone shall be made available by the employer to the employee for the period of on call duty, at no expense to the employee.
- 7.1.6 If the employee is unable to perform their full duties whilst on call, the employee will not be required to work on-call in any aspect and will not receive the on-call

7.2 Call-Back Allowance

A call-back occurs when the employee:

- 7.2.1 is called back to work after completing the day's work or duty, and having left the place of employment; or
- 7.2.2 is called back before the normal time of starting work and does not continue working until such normal starting time.
- 7.2.3 A call-back allowance is to be paid at overtime rates. A minimum of three hours shall be paid or actual working and travelling time, whichever is the greater. 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.
- 7.2.4 Transport: Where an employee who does not reside in employer 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, Te Whatu Ora shall either:
 - a) provide the employee with transport from the employee's place of residence to the institution where the employee is employed and to the place of residence from the institution; or
 - b) reimburse the employee the actual and reasonable travelling expenses in accordance with the Inland Revenue motor vehicle rate as promulgated from time to time.

7.3 Additional On-Call Leave

Employees who are regularly on call will accrue additional leave at the rate of 1 day leave for every 230 qualifying hours on call, up to a maximum of 5 days leave (1150 qualifying hours on call) per annum.

At the end of each year any hours worked on-call by an employee and which have not been attributed to a days' leave will carry over into the following year. The hours will then be used as part of the calculation to qualify the employee for the next additional days leave. By way of example:

- An Electrician works 400 hours on call and receives 1 additional days leave by the end of 2021. 170 hours will be carried over to 2022 and after completing a further 60 hours on-call the Electrician will qualify for 1 additional day's leave.
- Where an Electrician has achieved the maximum of five leave days in any one year additional hours will not be carried over and the calculation of on-call hours will start again at the beginning of the next applicable year.

8.0 Higher duties allowance

8.1 A higher duties allowance will be paid to an employee who has been specifically directed to perform the substantive duties of his/her supervisor for one complete working day, or more. Employees will receive a higher duties allowance if the manager agrees that the employee is substantially performing the duties and carrying the responsibilities of a higher position. Periods of less than one day will be covered by other supervisors. The allowance will be a rate of \$40.00 gross per day.

8.2 For the purposes of clarity, "substantive" in this instance means the person performing higher duties undertakes the essential, real and actual duties of the supervisor; taking into consideration the period that those duties will be performed.

9.0 Meal allowance

Employees required to work in excess of one hours overtime Monday to Friday, or five hours or more continuous overtime on a Saturday or Sunday, or who are required to work periods of continuous call back, of five hours or more in duration, shall either be provided with a reasonable meal by the employer or shall be paid meal money at the following rate: \$14.32 per day.

10.0 Public holidays

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

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

When any of the above holidays 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.

Provided that, in order to maintain essential services, the employer may require an employee to work on a public holiday.

This clause is inclusive of the requirements of the Holidays Act 2003.

- 10.2 (a) Subject to the provisions of clauses 7 Overtime and Call Backs, an employee required to work on a public holiday shall be granted penal rates of pay at time one(T1) in addition to normal salary for the hours worked,
- (b) An employee required to work on a public holiday shall receive an alternative holiday in accordance with the Holidays Act 2003. Employees shall only receive one alternative holiday for each specified public holiday.
- (c) An employee required to be on call on a public holiday shall be granted an additional paid day in lieu regardless of whether or not the on call is worked.
- (d) 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, leave on pay or special leave, the employee is entitled to that holiday which is not to be 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 pay (including sick leave without pay, military leave without pay) unless the employee has worked during the fortnight ending on the day which the holiday is observed.

11.0 Annual leave

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

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

11.3 The term “leave year” means the year ending with the anniversary date of the employee’s appointment.

11.4 The timing of annual leave will be agreed between the employer and employee taking into account the needs of the employer and employee, and recognising

the taking of annual leave maybe restricted at peak times of the year as long as the employee is able to take at least two weeks annual leave as a continuous period, at another stage during the year if requested.

- 11.5 The employer may permit all or part of the annual leave accruing in respect of a leave year to be postponed to the next following year but the annual leave entitlement at any one time shall not exceed the total of annual leave accruing in respect of two leave years.
- 11.6 Providing that where an employee is on continuous leave without pay due to illness or accident the employee will be permitted to take or accumulate leave for up to two years.
After this an employee will not qualify for any further period of leave until duty is resumed.
- 11.7 When an employee ceases duty, salary shall be paid for accrued annual leave and the last day of service shall be the last day of duty.
- 11.8 The provisions of the Parental Leave and Employment Protection Act 1987 shall apply in relation to annual leave when an employee takes a period of parental leave or returns to work from parental leave in accordance with clause 23 of this Agreement.
- 11.9 Conditions - Annual leave may be granted in one or more periods in accordance with the Holidays Act 2003, the employee shall be given the opportunity to take two weeks leave at one time.

12.0 Sick leave

- 12.1 On appointment to the employer 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 contractual or discretionary sick leave that is taken or approved shall be paid at the employee's normal rates of pay (T1 only).
- 12.2 Employees can accumulate their entitlement up to a maximum accumulation of 120 working days.
- 12.3 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.
- 12.4 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.
- 12.5 An Employee shall notify the Employer prior to the commencement of their shift on any day of absence due to illness.
- 12.6 An employee may take sick leave if

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

12.7 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 duration of the illness.

12.8 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.

- (i) The first five (5) days of discretionary leave shall be approved on the same basis as leave under clause 12.1.
- (ii) 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 (Accidents Clauses, 12.9.1 & 12.9.2)

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.

12.8 Where an employee is suffering from a minor illness arising out of or in the course of their employment, which could have a detrimental effect on the patients, or other staff the employer's care, employers may at its discretion, either:

- i. Place the employee on suitable alternative duties; or
- ii. Direct the employee to take leave on payment at base rates (T1 only) for not more than eight days in any one year, in addition to the normal entitlement to sick leave.

12.9 Accidents

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

13.0 Bereavement leave/Tangihanga leave

- 13.1 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). The length of time off shall be at the discretion of the employer and will be exercised in accordance with the Holidays Act 2003.

Bereavement Leave shall include miscarriage or still-birth as per s.69 (2) (c-d) of the Holidays Act 2003.

- 13.2 If 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 13.1 as stated above. This provision will not apply if the employee is on leave without pay.
- 13.3 In granting time off therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner.
- 13.4 The employer agrees that on application, it may be appropriate to grant leave without pay in order to accommodate various special bereavement needs not recognised in clause 13.1 above.

13A Domestic Violence Leave

- 13A.1 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.

13A.2 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

13A.3 To further support the employee Te Whatu Ora will provide access to counselling via the local EAP programme

13A.4 In addition, any staff member experiencing family violence should talk to their manager or Human Resources Department regarding the support available under the Te Whatu Ora's Family Violence (or equivalent) policy.

13A.5 At any time an employee can apply to change their hours of work, days of work or place of work in line with Employment Relations Act: Part 6AA Flexible Working. This application is to be made in line with Te Whatu Ora flexible working arrangements policy and application procedure

14.0 Long service leave

14.1 An employee shall be entitled to long service leave of one week upon completion of a five-year period of recognised service, as defined in Clause 2.0. Such entitlement may be accrued. However, any service period for which a period of long service leave has already been taken or paid out shall not count towards this entitlement.

14.2 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. This will be based on the employee's FTE status at the time of taking the leave.

14.3 For the purposes of 14.1, recognised service shall be from 1 July 2005; unless the employee has an ongoing or grand-parented provision.

14.3 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.

14.4 Long Service leave must be taken in one continuous period and will require the consent of the employer in regard to when the leave can be taken. The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment.

14.5 In the event of the death of an employee who was eligible for long service leave but has not taken the leave, any monies due will be paid to the deceased's estate.

15.0 Parental leave

15.1 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 15, provided that where this clause 19 is more favourable to the employee, the provisions of this clause 15 shall prevail. Employees should seek the advice of their manager, Human Resources or APEX 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.

- 15.2 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.
- 15.3
- (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.
- 15.4 In cases of adoption of children of under six years of age, parental leave shall be granted in terms of 15.2 and 15.3 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.
- 15.5 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.

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

15.7 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.

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

15.9 Job protection -

(a) Subject to 15.10 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, ie annual leave and sick leave. However parental leave will not contribute to Retiring Gratuities allowance calculations

15.10

(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 15.9 (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 15.10(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 15.10(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 15.10(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 15.10(b)(i) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 2 of this agreement.

15.11 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 15.9(a) above, parental leave shall cease.

15.12 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.

15.13 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.

15.14 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.

15.15 Paid Parental Leave

15.15.1 Where an employee takes parental leave under this clause 15.0, meets the eligibility criteria in 15.2 (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 Act, 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 fourteen (14) weeks.

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

15.15.3 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.

15.15.4 Where 15.3(c) applies and both partners are employed by Te Whatu Ora Waikato, the paid parental leave top up will be made to only one employee, being the employee who has primary care of the child.

15.16 Reappointment After Absence Due to Childcare

15.16.1 Employees who resign to care for a dependent pre-school child or children may apply to their former employer for preferential appointment to a position which is substantially the same in character and at the same or lower grading as the position previously held.

15.16.2 Parental leave is a distinct and separate entity from absence due to childcare.

15.16.3 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.

15.16.4 Persons seeking reappointment under childcare provisions must apply to the former employer at least three months before the date on which they wish to resume duties.

16.0 Jury service and witness leave

16.1 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.

16.2 Jury service leave will be granted on pay and the employee is to pay the fees received from the Court to the employer but may retain expenses.

16.3 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.

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

17.0 Union representatives education leave and union leave

17.1 Employers shall grant union members leave on pay to undertake trade union education or training, in accordance with the Employment Relations Act 2000. The provisions of this Act, or any amendment or Act passed in substitution for this Act, shall apply.

17.2 With the agreement of the Employer an employee may be granted paid leave (at ordinary rates) if they are required to attend formal meetings of the APEX national executive.

18.0 Stop work meetings

18.1 In accordance with the Employment Relations Act 2000 and subject to subsections 18.2 to 18.5 of this clause, the employer shall allow every employee who is a member of the Union, on ordinary pay, to the extent that the employee

would otherwise be working for the employer during the meeting, two stop work meetings (each of a maximum of two hours' duration) in each year (being the period beginning on the first day of January and ending on the following 31st day of December).

- 18.2 The Union shall give the employer at least 14 days' notice of the date and time of any meeting to which sub-clause (1) of this clause applies.
- 18.3 The Union shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any meeting, including, where appropriate, an arrangement for sufficient employees to remain available during the meeting to enable the employer's operation to continue.
- 18.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any employee for a period greater than two hours in respect of any meeting.
- 18.5 Only employees 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 employees who attended; and shall advise the employer of the time the meeting finished.

19.0 Uniforms, protective clothing and equipment

- 19.1 Where the employer requires an employee to wear a particular uniform or protective clothing, this shall be supplied free of charge but shall remain the property of the employer and as such shall be laundered by the employer. Suitable protective clothing shall also be provided at the employer's expense where the duty involves a risk or excessive soiling or damage to uniforms of personal clothing.
- 19.2 An employee may, at the discretion of the employer, be compensated for damage to personal clothing work on duty; or reimbursed dry cleaning charges for excessive soiling to personal clothing worn on duty; providing the damage did not occur as a result of inappropriately wearing or failing to wear protective clothing provided by the employer. Each case shall be determined on its merits by the employer
- 19.3 Eye Protection -
 - (a) Eligibility for the receipt of a personal issue of standard safety neutral glasses is dependent on where an employee's work is of such a nature that the wearing of eye protection lessens the risk of injury to the eyes.
 - (b) Where an employee who ordinarily wears optical glasses at his/her work is occasionally engaged on work in any eye danger area, he/she shall be supplied for the time he/she is engaged on such work with specially hardened neutral clip on type safety glasses to be worn over his/her normal glasses.
 - (c) Where an employee who normally wears optical glasses at work is required to work regularly in an eye danger area, he/she is to be fitted by an optometrist with a pair of specially hardened optically correct lenses, fitted in a safety frame, at the expense of the employer and in accordance with the employer's eye protection policy.

- (d) In the cases of sub-clauses (a) and (b) the glasses are to be issued on loan to the employee but to remain the property of the board whereas in the case of sub-clause (c) the glasses are to become the property of the employee.

19.4 Ear Protection:

In designated noise hazard areas suitable ear protection shall be provided for employees in accordance with standards specified by the Ministry of Business, Innovation and Employment. An employee who is required to work regularly in a designated noise hazard area shall undergo audiometric tests annually, at the employer's expense for so long as the employee continues to be employed in such an area. All testing shall be undertaken during normal working hours.

19.5 Footwear:

Where, because of the nature of the work being performed including working in wet conditions, being required to scrub or wash out with caustic soda or similar corrosive cleaning agents, or for safety protection, gumboots are required, such shall be supplied by the employer. Such gumboots shall be replaced by the employer when worn out or unserviceable upon production of the previous issue.

All employees shall be issued on engagement one pair of safety footwear which shall be worn whilst so employed. Such footwear shall be replaced by the employer on a fair wear and tear basis.

Alternatively (subject to the prior approval of the employer) where an employee supplies himself/herself with and regularly wears leather steel-capped safety boots or shoes the employee shall be paid an allowance of \$208 per year. Orthotic insertions will be funded by the employer.

- 19.6 Where the nature of the work requires such provision, employees shall be provided with two pairs of overalls or dustcoats which shall be laundered and maintained by the employer. The overalls or dustcoats shall be replaced when worn out or unserviceable upon production of previous issue. Where an employee fails to return issues of protective clothing upon termination of service, the employer may deduct the value of such clothing subject to allowance for fair wear and tear.

19.7 Specific work clothing

- (a) Suitable wet weather clothing shall be provided where the nature of the work requires it.
- (b) Suitable gloves and aprons shall be provided for employees engaged in handling foul, septic, contagious or infectious material, washing powders, detergents or cleaning chemicals.
- (c) Gloves shall be provided for employees required to handle bitumen, grease or any similar substance of such nature that it is transferred to the hands of the employee.
- (d) Hot work; using glass wool and epoxy resins, erecting metal framework, metal trusses, structural metal framework or fireboxes: suitable gloves shall be provided.

- (e) Mixing electrolytes or filling wet cell batteries with electrolytes: overalls, boots, rubber gloves and rubber aprons shall be supplied. First aid facilities, including an adequate means of flushing eyes, shall be provided.
- (f) Construction work where overhead hazards exist: protective headgear shall be supplied.
- (g) Oxy-acetylene or electric welding or cutting:
 - goggles or helmet, and gauntlets or gloves;
 - leather aprons and full sleeve jerkins for overhead work.
- (h) Cleaning down where the air is impregnated with dust to an unusual degree - goggles and/or masks.
- (i) Employees engaged in spray coating other than in a water wash or other spray coating booths complying with the Ministry of Business, Innovation and Employment requirements, shall be supplied by the employer with suitable overalls and head coverings which shall be thoroughly washed and cleaned at the employer's expense. If in constant use, the overalls and head coverings shall be washed and cleaned at intervals of not more than one week.
- (j) When in spray coating any material is used which is detrimental to health, workers engaged in such spray coating shall be provided by the employer with satisfactory respirators, which shall be maintained in an efficient condition. When spraying (other than in a booth) is done within a building, workers who are in close proximity and unavoidably subject to over-spray, shall be provided with masks on request.
- (k) The employer shall also agree to supply any protective clothing or equipment required under legislation other than that specified within this agreement.

Workplace Facilities

19.8 The employer shall provide adequate washing facilities with hot water, and provision for hot and cold showers, adequate mess facilities and locker accommodation, adequate lavatory accommodation, and see that such facilities are kept clean.

Either a continuous towel-dispensing system or individual towels shall be provided.

Provision shall also be made for heating workshops in cold weather and for securing and maintaining a reasonable temperature in the workshop in hot weather.

19.9 In workshops with concrete floors, workers substantially engaged at benches should have a floor covering of suitable material where the employee is required to stand.

19.10 Except in premises when first aid room facilities are provided, a St John or an equivalent emergency case, fully equipped, shall be kept in a convenient and accessible place in every establishment, also a chart of instructions for treating cases of apparent electrocution shall be readily available.

20.0 Refund of Annual Practising Certificate

Where an employee is required by law to hold an annual practising certificate in order to practise that profession or trade with the employer, the cost of the certificate shall be refunded to the employee on production of the practising certificate 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) Any payment will be offset to the extent that the employee has received a reimbursement from another employer.
- (d) The employer will only pay one APC unless there are operational requirements for an employee to maintain multiple APCs.

21.0 Education and training

- 21.1 Where the employer requires an employee to undertake a course of study; leave and actual and reasonable expenses shall be refunded in accordance with the employer's policies.
- 21.2 The employer shall provide all actual and reasonable costs for qualifications, training courses and seminars as required by the employer. Compensation for any time spent over the employee's ordinary hours will be agreed in advance.

22. Retiring gratuities

NOTE: This clause shall not apply to employees employed after 30 June 1992.

- 22.1 The employer may pay a retiring gratuity to staff retiring from the company who have had not less than 10 years' service with the employer, with that employer and one or more other District Health Board, Hospital and Health Service, Crown Health Enterprise Hospital or Area Health Board and with one or more of the following services: the Public Service, the Post Office, New Zealand Railways or any university in New Zealand.
- 22.2 For the purposes of establishing eligibility for a gratuity, total service with the employer may be aggregated, whether this be part-time or whole-time, or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility.
- 22.3 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.
- 22.4 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.

- 22.5 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.
- 22.6 For the purposes of calculating the amount of gratuity which the employer may pay the rate of pay on retirement shall be the basic rates of salary or wages.
- 22.7 An employee who is granted leave without pay and who remains in the service of the employer, will, on retirement, have such leave aggregated with other service for gratuity purposes.

SCALE OF MAXIMUM GRATUITIES

Period of Total Service	Maximum Gratuity
Not less than 10 years and less than 11 years	31 days' pay
Not less than 11 years and less than 12 years	35 days' pay
Not less than 12 years and less than 13 years	39 days' pay
Not less than 13 years and less than 14 years	43 days' pay
Not less than 14 years and less than 15 years	47 days' pay
Not less than 15 years and less than 16 years	51 days' pay
Not less than 16 years and less than 17 years	55 days' pay
Not less than 17 years and less than 18 years	59 days' pay
Not less than 18 years and less than 19 years	63 days' pay
Not less than 19 years and less than 20 years	67 days' pay
Not less than 20 years and less than 21 years	71 days' pay
Not less than 21 years and less than 22 years	75 days' pay
Not less than 22 years and less than 23 years	79 days' pay
Not less than 23 years and less than 24 years	83 days' pay
Not less than 24 years and less than 25 years	87 days' pay
Not less than 25 years and less than 26 years	92 days' pay
Not less than 26 years and less than 27 years	98 days' pay
Not less than 27 years and less than 28 years	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.

23.0 Employee participation

- 23.1 The parties to this agreement accept that change in the health sector is necessary in order to ensure the efficient and effective delivery of health services.

23.2 The parties 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 employees should contribute to:

- (a) Improved decision-making.
- (b) Greater co-operation between the parties to this Agreement.
- (c) More harmonious, effective, efficient, safe and productive workplace.

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

Accordingly, paid time off shall be allowed for recognised employee delegates to attend meetings with management, consult with union members, and other recognised employee job delegates and union officials, to consult and discuss those issues addressed in this clause and clauses 24 and 25 of this agreement management of change, staff surplus, and options for resolving staff surplus.

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

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

24.0 Management of change

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

24.2 The aim of mechanisms established for this purpose will be to reach agreement and to make recommendations to management, who will endeavour to take the views of those groups into account as far as possible before making final decisions.

24.3 In accordance with the principles contained in 23.1 and 23.2 of clause 23, Employee Participation, the employer agrees that the union will be advised of any review (prior to the commencement) which may result in significant changes to either the structure, staffing or work practices affecting employees, and will provide the union with an opportunity to be involved in the review. When the implementation of decisions arising from any such reviews will result in staff surpluses the procedures in clause 25 Staff Surplus below shall be adopted.

25.0 Staff surplus

When as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the reorganisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in subclause 25.3 below shall be invoked and decided on a case by case basis by the employer having due regard to the circumstances of the affected employee.

25.1 Notification

The employer will advise the Union at least one month prior to the date that notice is required to be given to the employee whose position is required to be discharged, and this notice will include information as detailed in sub clause 25.2. Notification of a staffing surplus shall also be advised to the affected employee on a date that may be varied by agreement between the parties. During this period, the employer and the employee will meet to discuss the option most appropriate to the circumstances. Where employees are to be relocated, at least one month's notice shall be given to employees, provided that in any situation, a lesser period of notice may be mutually agreed between the employee and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

25.2 The following information shall be made available to the Union:

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

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

25.3 Options

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

- (a) reconfirmed in position
- (b) attrition
- (c) redeployment
- (d) retraining
- (e) severance

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in sub-clause 25.8 will be applied as a package.

25.4 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.

25.5 Attrition

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

25.6 Re-Deployment

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

25.6.1 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 employer can preserve the salary in the following ways:

- (a) 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
- (b) an on-going allowance for two years, equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).

25.6.2 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.

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

25.6.4 Where the employee refuses to accept redeployment into a new job at the same or lower salary in the same or new location, the employee shall not be entitled to any severance payment in accordance with clause 25.8, other than notice of termination.

Unless the employee otherwise agrees, any such redeployment shall be to a position substantially similar to the employee's current position.

25.7 Retraining

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

25.7.2 If an employee is redeployed to a position that 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 tertiary or other institution, nursing bridging programmes, etc.

25.8 Severance

Payment will be made in accordance with the following:

25.8.1 For employees engaged prior to 30 June 1992 "Service" for the purposes of this sub clause, 25.8 means total aggregated service with the employing employer, its predecessors, with that employer and one or more other District Health Boards, and with one or more of the following services:

- (a) Public Service
- (b) Post Office
- (c) New Zealand Railways
- (d) any University in New Zealand
- (e) any Health Centre in any New Zealand Polytechnic and/or College of Education

NOTE: However, this excludes any service with any of the above Services or with any Board, CHE, HHS, DHB or Te Whatu Ora that 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 Boards.

- 25.8.2 For employees engaged on or after 30 June 1992 "Service" for the purpose of this clause means current continuous service with the employer and its predecessors.
- 25.8.3 8.33 per cent of basic salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment shall only be made where the requisite notice cannot be given. Notice that is of a lesser period than required by this document shall require the employer to pay an amount proportionate to the period of notice not given. This payment is regardless of length of service; and
- 25.8.4 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
- 25.8.5 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
- 25.8.6 Where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

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

- 25.8.7 For employees employed before 30 June 1992 who have ten or more years' service, the full retiring gratuity shall be paid.
 - (a) Employees with not less than eight years' service but less than ten years' service, shall be paid two weeks' basic salary (T1 rate only).
 - (b) 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).
- 25.8.8 Outstanding annual leave and long service leave may be separately cashed up.

25.8.9 Where there is an offer of redeployment to reduced hours, an employee may elect to take a pro-rata compensatory payment based on the above severance calculation.

25.9 Job Search

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

25.10 Counselling

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

26.0 Transfer provisions

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

26.1 The person acquiring the business or the part being sold or transferred

- (a) has offered the employee employment in the business or the part being sold or transferred; and
- (b) has agreed to treat service with the employer as if it were service with that person and as if it were continuous; and
- (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; and
 - (ii) any conditions relating to redundancy; and
 - (iii) any conditions relating to superannuation under the employment being terminated; and
- (d) the offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either:
 - (i) in the same capacity as that in which the employee was employed by the employer; or
 - (ii) in any capacity that the employee is willing to accept.

27.0 Notice

27.1 Employees shall be given at least two weeks' notice of termination of employment and shall give two weeks' notice of resignation. This period of notice may be varied by agreement between the employer and employee.

27.2 Abandonment of employment

Where an employee absents him/herself from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer, and without good cause, he/she shall be deemed to have terminated his/her employment without notice.

28.0 Deduction of union fees

The employer shall deduct union fees from the wages and salaries of members of the union when authorised in writing by members. The employer will forward the monies with the names and the individual amounts deducted to the Union.

29.0 Union representation

The authorised delegates of the union shall with the consent of the manager (which shall not be unreasonably withheld) be entitled to time during work hours to carry out their role as workplace representatives; including promoting and facilitating the objectives of the partnership agreement in appendix 1.

30 Personal grievance, disputes and employment relationship problems

30.1 An “employment relationship problem” includes:

- a personal grievance
- a dispute
- any other problem relating to or arising out of the employment relationship

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

The employee will be provided the opportunity to be represented by their union or other such support person of their choosing at any time during the resolution process.

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

30.3 A “personal grievance” means a claim that the employee:

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

- 30.4 If the employment relationship problem is a personal grievance, the employee must raise the grievance with the employer within a period of 90 days, beginning with the date on which the action alleged to amount to a personal grievance, occurred or came to the employee's notice, whichever is the latter. There is also additional time available for raising a personal grievance under the Act, under particular circumstances (ERA Section 115).
- 30.5 Where any matter comes before the Authority for determination, the Authority must direct the matter to mediation in the first instance. Where mediation has failed or been deemed inappropriate in the circumstances, the Authority will then have the power to investigate the matter.
- 30.6 If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the Authority for the resolution of this grievance or a complaint under the Human Rights Act 1993, but not both.

31.0 Health and Safety

The employer shall comply with the provisions of the Health and Safety at Work Act 2015 and associated Regulations, concerning safety, health and welfare matters. The parties agree that employees should be adequately protected from any safety and health hazard arising in the workplace.

- 31.1 It shall be the responsibility of the employer to ensure that the workplace meets the required standards and that effective and maintained safety equipment is provided.
- 31.2 Where safety equipment is required, it is the responsibility of employees to ensure it is appropriately utilised.
- 31.3 It is the responsibility of every employee to report any hazards, accidents or injuries as soon as practicable using the employer's hazard management system.
- 31.4 It is the responsibility of the employer to systematically identify and address any workplace hazards, which may affect the safety of employees.
- 31.5 Where there is a concern regarding the safety of employees, employees have the right to contact APEX for advice on their rights under legislation.
- 31.6 When welding or gas cutting of galvanised material is being done, provision shall be made for the removal of objectionable fumes and one pint of milk shall be provided each morning and/or afternoon.
- 31.7 Any employee requested to mix electrolyte or fill wet cell batteries with electrolyte shall when substantially employed on such work, be supplied with one pint of milk each day.
- 31.8 No employee shall be required to enter any furnace or chamber while the boiler is under steam pressure, nor shall any employee be required to enter any boiler connected by steam-pipe to another boiler if such second boiler is under steam pressure unless the communicating valve between the two boilers is securely closed and locked.
- 31.9 No employee shall be compelled to work in any place where the temperature has been raised above 54 degrees Celsius.

- 31.10 An employee shall not be required to carry out the following work without an assistant competent to carry out emergency measures: Maintenance work on lifts, work on moving machinery, work on ladders, etc., where danger of slipping exists or work which involves the risk of electrocution.
- 31.11 Repairs shall not be done in lift shafts or other dangerous places of a similar nature when the same are in ordinary use.
- 31.12 An employee shall not be required to work on a ladder where there is a danger of the ladder slipping or getting knocked, or over moving machinery unless he/she is satisfied adequate safety precautions have been taken.
- 31.13 All ladders shall be supplied with suitable non-skid footing attachments and a permanent tie- rope of not less than 2m in length, and outside work ladders in addition shall have the top rung replaced by a chain.
- 31.14 No electrical employee shall be required to carry material, equipment, or tools of a weight in excess of 12 kg to or from the place where a job is to be performed.
- 31.15 No employee shall be permitted to use an explosive tool such as a bolt pistol unless he/she holds a certificate in terms of the Construction Regulations 1961 from the supplier of the tool that he/she has been instructed in the care and use of the device and is fully qualified to operate it.
- 31.16 Radiation hazard - All areas where there is a likelihood of exposure to radiation are to be clearly marked in accordance with prescribed standards and persons required to work in these areas are to be provided with adequate safeguards.
- 31.17 All employees exposed to germs of infectious diseases shall be provided with protective equipment necessary to guard them against infection. Furniture and hospital equipment removed from such wards shall be fumigated before employees are required to work on it.
- 31.18 Where, in the opinion of the medical officer in charge, there is any danger of infection, any employee required to work in alterations or repairs to a hospital for the treatment of infectious diseases shall be medically examined (including x-ray) during working hours without loss of pay before being employed on such work, and upon completion of work, shall be further examined in a similar manner.
- 31.19 No employee shall be compelled to work in any place infected with a notifiable disease. An employee employed in any such place shall be reasonably protected against such disease to the satisfaction of the medical officer or authority in charge of the case.
- 31.20 Where practicable and necessary, reasonable shelter shall be provided to protect workers from cold winds or wet weather when working in the open.
- 31.21 As soon as practicable after commencing work the employee shall be advised of safety procedures peculiar to the hospital environment with particular attention to health hazards likely to be met in his/her day to day work.
- 31.22 The employer shall ensure that where chemicals or other toxic or corrosive substances are handled in breakable or open containers, employees receive appropriate instructions in safe handling methods, including the nature and effects of such chemicals and the antidotes and first aid procedures.

- 31.23 Where an Inspector of the Department of Health or Ministry of Business, Innovation and Employment requires that a job delegate or shop steward be present for a prearranged inspection, the employer shall ensure that a shop steward or job delegate is available.
- 31.24 Good ventilation and lighting shall be maintained in all boiler houses and engine rooms and proper and sufficient sanitary arrangements shall be provided.
- 31.25 A torch shall be provided and maintained by the employer for use in all boiler and/or engine rooms.
- 31.26 Where solid fossil fuels are used provision shall be made for the daily hosing out of the boiler house. Hoses shall be made available for this purpose.

32.0 Indemnity

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

33.0 Temporary or fixed term agreements

- 33.1 Temporary or fixed term employment agreements should only be used to cover specific situations of a temporary nature or fixed term, 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.
- 33.2 Temporary or fixed term employment agreements 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.

34.0 Use of private vehicle on employer business

Employees who are requested by the employer to use their private motor vehicle on the employer's business shall be paid a motor vehicle allowance as promulgated by the Inland Revenue Department and adjusted from time to time.

35.0 Transfer expenses

Before a transfer takes place the terms under which such transfer is to occur shall be agreed between the employee and the employer and recorded in writing. This is for:

- (a) Transferring on promotion; or
- (b) Transferring at the convenience of the employer

36.0 Registration allowance

Where an employee is required to be registered by either the Electrical Workers Registration Board or the New Zealand Plumbers, Gasfitters and Drainlayers Board, the employer shall pay a weekly allowance of \$18.42. The allowance shall be pro-rated for part-time employees.

37.0 Savings

- 37.1 Except as specifically varied by this agreement, and except as varied by way of the variations clause nothing in this agreement shall operate so as to reduce the wage and conditions of employment applying to an employee at the date of this agreement coming into force.

38.0 Travelling expenses and incidentals

- 38.1 When travelling on employer business, the employee will be reimbursed for costs on an actual and reasonable basis on presentation of receipts, including staying privately, and the employee shall be paid in addition an allowance of \$8.72 per day to cover incidental expenses not otherwise recoverable.
- 38.2 Employees who are requested to use their motor vehicles on employer business shall be reimbursed in accordance with the Inland Revenue mileage rates as promulgated from time to time. Any change to this rate shall be effective from the first pay period following the date of promulgation by the IR.
- 38.3 Insurance protection for employees travelling on work related business is provided in accordance with the employer's insurance policy. The provisions of the insurance policy are available through Human Resources & Organisational Development.
- 38.4 Outside work shall mean work performed away from the establishment at which the employee's normal base or depot is located.

An employee who is required to report to his/her normal depot before and after proceeding to outside work, shall have all time spent in travel between the normal depot and the outside work treated as time worked.

If the time occupied in travelling to the job necessarily is longer than to the employee's ordinary place of employment, then such excess time shall be paid for at the rate appropriate to the time.

If an employee is required by the employer to work at a place outside the employer's factory, workshop, or the employee's ordinary place of employment, and is thereby put to expense in travelling to and from his/her work greater than that which he/she incurs when working in the factory, workshop or ordinary place of employment, the employer shall reimburse the worker for such extra expense.

Where the employer supplies transport to employees, he/she shall provide weatherproof vehicles with adequate seating accommodation.

39.0 Tools

Any of the following tradespersons covered by this agreement are required to provide his/her own tools (except drills, taps, hacksaw blades and files). The

employee shall supply the tools and shall provide and maintain in good order an adequate kit of tools to be available when required for work.

The minimum standard set of tools required shall be:

Fitters

- Tool Chest
- Portable toolbox
- 5 pc Centre punch
- 6 pc Parallel Pin Punch set
- Digital vernier
- 150mm engineers square
- 150mm ruler
- 300mm ruler
- Tape measure
- 150mm dividers
- 150mm Odd leg callipers
- Thread pitch gauge
- Feeler gauge set
- Combination pliers
- Long nose pliers
- Groove/Slip joint pliers
- Side cutters
- Internal circlip pliers
- External circlip pliers
- 3 pce C clamp set
- Vice grips
- Ring and open end spanner set metric
- Ring and open end spanner set imperial
- 1/2" drive metric/imperial socket set
- Screwdriver set (metric and imperial)
- Hacksaw
- Scriber
- 150mm adjustable wrench
- 200mm adjustable wrench
- 250mm adjustable wrench
- 300mm adjustable wrench
- 600mm Pipe wrench
- Tinsnips
- Allen key set metric
- Allen key set imperial
- Torx key set
- Podgy bar
- Ball pein hammer small
- Ball pein hammer large
- Club hammer
- Soft faced mallet
- C- Hook -spanner 3/4" - 2 "
- C- Hook -spanner 2"- 4 3/4"
- 6 pce cold chisel set

Electricians

- Combination pliers - 6 inch
- Long nose pliers - 6 inch
- Tin snips - 10 inch
- Carpenters hammer
- Keyhole saw
- Hacksaw
- Voltage /Clamp tester 400 volt
- Pocket knife
- Wood chisel - 1 inch
- Multigrip / footprints 10 inch
- Shifting spanner - 6 inch
- Shifting spanner - 10 inch
- Set Allen head keys (metric and imperial)
- Side cutter pliers
- Tool box / bag
- File Set
- Stanley Knife
- Measuring tape 8 metres
- Spirit level 300 mm
- Insulated Screwdriver set (slot, posi and Phillips)

Plumbers

- Wood drill bits set
- Nail punch
- Pliers set
- Wood chisels set
- Claw hammer
- Rasp
- Tape measure 8m
- 1m ruler
- Screw driver set slot/posi/phillips
- Thermostat spanner
- Tin snips
- 600mm level
- Cold chisel
- Spud wrench
- Basin wrench
- Strap wrench
- Crimping tools (supplied by supplier)
- Hand saw
- Poly grips 250 - 350 mm
- Vice grips 200 - 300 mm
- Allen key set metric/imperial
- Riviet pliers
- 15mm copper benders
- 20mm copper benders
- Stilson wrench 350 - 600 mm
- Element spanner
- Hole saw kit
- Pipe drift
- Tap reseating tool
- Trowel
- Cresnet set 100 - 300 mm
- 15mm crox tool
- 20mm crox tool
- Wire brush
- Small socket set
- File set
- Spanners set
- Hack saw
- Crow bar

Carpenters

- 20oz Claw Hammer
- Nail punch set
- Panel saw
- Coping saw
- Keyhole/gib saw
- Tenon saw
- Hacksaw
- Chisel set 6mm - 25mm
- Butt chisel 38mm
- Oil stone
- Speedbore set 6mm – 25mm
- Prybar
- Tin snips
- Long nose pliers
- Combination pliers
- Pincer
- Multi grip pliers
- 6" adjustable wrench
- 10" adjustable wrench
- Socket set, ¼ drive
- Hand rivet tool
- Block plane No 60 1/2
- Screwdriver set slot/posi/phillips
- Utility knife
- Spirit level 200mm
- Spirit level 1200mm
- Set square
- Tape measure 8m mm/m increments
- Folding rule 1m
- Putty knife
- Round file - bastard cut
- Flat file - bastard cut
- Adjustable bevel
- Ball end Allen key set - metric
- Tool bag
- Ball end Allen key set - imperial

The employer shall either replace or repair employee's tools which the employee is required to supply and/or clothing (including footwear) lost or damaged by theft or fire on the job in the following circumstances:

- (a) Loss or damage by theft - During non-working hours only provided that they had been stored by the employee in the place and in the manner directed by the employer or his/her representative.
- (b) Loss or damage by fire - At all hours provided that when not in use they have been stored by the employee in the place and in the manner directed by the employer or his representative.
- (c) Loss or damage while such tools and/or clothing are being transported by the employee.

- (d) The employer shall be responsible for safeguarding an employee's tools and/or clothing including footwear when the employee leaves his/her job through sickness or accident.

Tools Allowance

An allowance of \$20.00 per week will be paid to compensate employees for the costs, maintenance and supply of tools that are required to perform their duties.

Tools provided by the employer

- a) Any tools or equipment required to do a special task.
- b) Employees shall sign for any tools provided to them, if requested by the employer, and shall return such tools in good order, subject to fair wear and tear. Suitable facilities shall be provided by the employer for safely storing tools provided under this clause.
- c) Machine and workshop shop tools including; Saw grips, grinding facilities for tools, benches, dogs and cramps of all descriptions, augers of all sizes, star drills, dowel plates, trammels, hand and thumb screws.
- d) Step ladders and work platforms.
- e) Consumable drills, blades and bits not included in tool lists.
- f) Torches and batteries
- g) Power tools
- h) Test equipment not included in tool lists.

40.0 Variations

This Agreement may be varied by agreement between the parties, subject to the Union's normal ratification procedures. Such agreement shall be in writing and signed by the parties.

41.0 Partnership

Both parties are committed to working in a constructive fashion to address relevant issues that arise during the term of this collective agreement. To assist with this Appendix 1 shall be used as a framework for dialogue and addressing the issues.

42.0 Term of the Agreement

This Agreement shall be deemed to have come into force on 1 June 2022 and shall continue in force until 1 April 2024.

Dated this day of 2023

Signed:

AUTHORISED Representative of the
EMPLOYER PARTY:

AUTHORISED Representative of the
EMPLOYEE PARTY:

Margie Apa
Chief Executive Officer
Te Whatu Ora

Dr Deborah Powell
National Secretary
APEX

Appendix 1: Partnership

The parties have recognised the value of working more cooperatively and constructively together to achieve the over-arching goal of maintaining and advancing a workforce that takes shared responsibility for providing high quality healthcare on a sustainable basis. To this end we have agreed to progress the on-going interests and issues of the parties outside of bargaining.

The objectives of the partnership are:

- To 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;
- That the principles, processes, procedures and goals adopted enable exploration of matters in a meaningful, solution focused approach with the group being empowered to implement appropriately agreed solutions
- That efforts are made to maintain and further develop their relationship, decision making and inter party cooperation;
- To co-ordinate the trialling, and where appropriate, introduction of innovative initiatives which will improve healthcare delivery;
- Work towards enhanced job satisfaction.
- Where appropriate, aim to achieve consensual decision making and outcomes.

The objectives that have been agreed include promoting the provision of a safe, healthy and supportive work environment. The parties also recognise that environmental and fiscal challenges may impinge on work practices and accept that there needs to be constant evaluation to improve productivity and cost effectiveness and to ensure the efficient, sustainable delivery of high-quality health services.

Either party can call for a meeting to consult around any of the above objectives; the composition of the respective parties shall have an appropriate senior member with equal representation of other participants with a maximum of three to each team with co-opting of others as required.

Appendix 2: 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 Te Whatu Ora - Waikato District 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 provisions (or their equivalents) of the CA and CA penalties for minimum breaks. etc. will continue to operate.
 - (iv) Any hours of work outside of 700 to 1700 Mon to Fri shall be by agreement with the employees, which will not be unreasonably withheld.
 - (v) The alternate arrangements shall only continue in force for the period necessary and required by the health authorities PHE response.
 - (vi) The employer will ensure the employee's provided with necessary work tools and equipment to enable them to work appropriately for the nature of the PHE.
 - (vii) 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 Health Authority will take a permissive approach to access discretionary sick leave provisions where an employee has exhausted their sick leave entitlement. In addition, the Health Authority 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 12.1. 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.