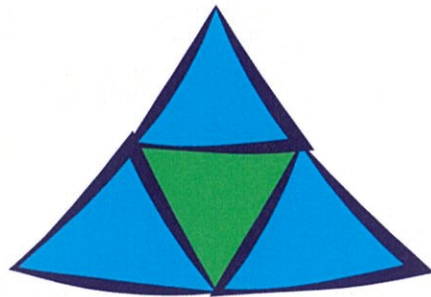




AND



**Mahitahi
Hauora**

COLLECTIVE AGREEMENT

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Working in Partnership

Mahitahi Hauora, APEX and NZNO and the employees commit to working in partnership with each other in good faith as per the Employment Relations Act 2000 and its successors.

1. Parties

- 1.1 In accordance with the Employment Relations Act 2000 the Collective Agreement is made:

BETWEEN:

Mahitahi Hauora (referred to as “Mahitahi Hauora” or “the employer”

AND

The Association of Professional and Executive (APEX) (The “Union”)

2. Coverage and Application

- 2.1 This is a Collective Agreement (CA) that is made pursuant to the Employment Relations Act 2000.
- 2.2 This CA shall apply to all employees who are a member of APEX and who are employed by the employer party to the CA where they are:
- 2.2.1 Employed in information technology, administration, reception roles;
 - 2.2.2 Employed as either a Psychotherapist, Social Worker or Dietitian; or
 - 2.2.3 Employed as either a Team Leader or Manager; or
 - 2.2.4 An employee who is employed as the aforementioned but who may from time to time use another title and sits at a similar level of an aforementioned position.
- 2.3 Employees working in a senior management position will not be covered by this agreement. Senior Management positions include all those positions directly reporting to the Chief Operating Officer or the Chief Executive Officer.
- 2.4 The parties agree that any employee whose work is covered by the coverage clause of this agreement (clause 2.2 above) who is engaged by the employer, and is an APEX member, shall be entitled to all benefits, and be bound by all of the obligations, under this agreement.
- 2.5 The employer shall follow the requirements of the Employment Relations Act 2000 with regard to new employees. The employer shall advise new employees that the employer is a party to the Mahitahi Hauora Collective Agreement, that they are able to join APEX and be covered, and that there is a copy of the agreement available in the workplace.
- 2.6 Employees will notify the employer in writing of their union membership.

- 2.7 Existing employees who are covered by the coverage clause of this Collective Agreement (clause 3.2) who become APEX members during the term of the Collective Agreement shall, from the date of becoming a union member, be eligible to receive all benefits, and be bound by all of the obligations, relating to employees under this Collective Agreement subject to the restrictions set out in the Employment Relations Act 2000.
- 2.8 Impact on Individual Employment Agreements: Where an employee on an individual employment agreement elects to be bound by this Collective Agreement, their previous terms and conditions of employment shall no longer apply unless otherwise agreed between that employee and the employer, or as provided for in this Collective Agreement.
- 2.9 Savings: Nothing in this Collective Agreement shall operate as to reduce the ordinary time (T1) hourly rate applying to any employee at the date of this Collective Agreement coming into force unless specifically agreed between the parties during the negotiations.
- 2.10 The parties agree that employees covered by this agreement may be required to undergo a vetting or screening process. This requirement relates to the Vulnerable Children Act 2014 and the Vulnerable Children Amendment Act 2017, and in accordance with the Ministry of Justice. If the findings of a vetting reveal the employee has previously provided false information or suppressed material facts at any stage during their employment, their employment may be terminated.

3. Term

- 3.1 This Collective Agreement shall come into force 2/9/2022 and expire on 1/9/2024.

4. Variation of this Collective Agreement

- 4.1 The parties may vary this agreement from time to time by written agreement signed by them. Any such variation will take effect as if it were incorporated into this agreement.
- 4.2 Where a change impacts on the employer, any or all of the provisions may be varied by agreement between the employer and the union. Any such variation will be committed to writing and signed by the parties to the variation.
- 4.3 Where a change only impacts on one or some of the employees, then any of the provisions may be varied by agreement between the affected employee(s) and their employer and the union. Any such variation will be committed to writing and signed by the employer and the employee(s) affected and the union.

5. Definitions

"Administration staff" means an employee who is wholly or substantially engaged in administration duties.

"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. They are employed when there is an overflow of work or a permanent employee is absent. Each engagement undertaken by the casual employee is a stand-alone employment arrangement and the employment shall be at an end at the completion of the work required. Nothing in this agreement,



either express or implied, requires the employer to offer any employment to any employee, notwithstanding that the employee may be recognised on any list maintained by the employer to assist in obtaining staff.

“Dietitian” means an employee who is registered as Dietitian by the New Zealand Dietitians Board under the Health Practitioners Competency Act (2003) and subsequent amendments.

“Emergency” means a mass casualty, civil defence emergency or natural disaster.

“Employee” means any person employed by the employer whose position is covered by this CA.

“Employer” means Mahitahi Hauora or an appointed delegate.

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

“HPCA” means the Health Practitioners’ Competence Assurance Act 2003 and its successors.

“Ordinary time hourly rate of pay” shall be 1/2080, correct to two decimal places of a dollar, of the yearly rate of salary payable to the employee. T1 refers to the ordinary time hourly rate of pay; T1.5 refers to one and a half times the ordinary time hourly rate of pay.

“Part-time employee” means an employee, other than a casual employee, who is employed on a permanent basis but works less than the ordinary or normal hours prescribed in this CA. Any wages and benefits e.g. leave; will be pro rata according to the hours worked unless specifically stated otherwise in this CA.

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

“Psychotherapist” means a health professional who holds registration with the Psychotherapists Board of Aotearoa New Zealand as a psychotherapist.

“Service” means the current continuous service with the current employer.

“Social worker” means an employee who holds a relevant degree qualification and is registered or registerable with the social workers registration board under the Social Workers Act 2003 and subsequent amendments.

“Team Leader” is an employee of Mahitahi Hauora who has been appointed by Mahitahi Hauora into a designated Team Leader position.

“Temporary/Fixed Term Employee” means an employee who is employed for a specified limited term for a specified project, situation or event, or, for example, to replace an employee on parental leave or long term accident or sickness. There is no expectation of

on-going employment. Temporary agreements must not be used to deny staff security of employment.

“Transition” means the process of change from having an Individual Employment Agreement to being a party to this Collective Agreement.

“Translation” means the process of interpreting the terms and conditions of the Collective Agreement, particularly as they relate to remuneration for each member as they transition onto this Collective Agreement.

6. Duties and Responsibilities

- 6.1 Position Descriptions describing the duties and responsibilities are provided for each position included under this coverage clause.
- 6.2 Position Descriptions may be amended from time to time to take into account any change in operational and organisational requirements. Any amendments will be discussed through a consultative process before any change commences.

7. Hours of Work

- 7.1 The ordinary working hours of an employee employed full-time shall be either:
 - 7.1.1 80 per fortnight; or
 - 7.1.2 40 per week.
 - 7.2 Employees will normally work 8 hours a day in duration. Work days shall be no less than 4 hours per day, except by mutual agreement between the employee and employer.
 - 7.3 The normal hours of work shall be 0830hrs to 1700hrs Monday to Friday. Any change to the hours and/or days of work be by written agreement between the employer and employee.
 - 7.4 Employees are not required to work a Saturday or Sunday unless by mutual agreement in the case of an emergency, or where the employee is attending a course or work that covers this period. Where this is required clause 10.7 shall apply.
 - 7.5 Where the employer requires employees to attend courses during normal work hours the employee will be paid their ordinary rate of pay.
 - 7.6 Once commenced a work day shall be continuous unless otherwise agreed between the employer and the employee.
- ## **8. Meal Breaks and Rest Periods**
- 8.1 Employees who work for less than two hours in a day are not entitled to breaks.
 - 8.2 Employees who work for two hours or more are entitled to a paid 10 minute rest break.

- 8.3 Employees who work for four hours or more are additionally entitled to an unpaid meal break of half an hour.
- 8.4 Employees who work six hours or more in a day are entitled, within each working day, to two paid ten-minute rest breaks and an unpaid meal period of half an hour.
- 8.5 An employee who is unable to be relieved from work for a meal break shall be entitled to have a meal while on duty and this period shall be regarded as working time.
- 8.6 During the meal break or rest breaks specified above, free tea, coffee, milk and sugar shall be supplied by the employer when the break is taken on the premises. This shall not apply when employees are working off site.
- 8.7 The employer shall provide appropriate facilities in the workplace for an employee who wishes to breastfeed and appropriate breaks shall be provided for this. Such breaks shall be unpaid.

9. Remuneration

9.1 *Salary on Appointment*

On appointment, employees are to be placed in a point within the salary band for the job type and specific role requirements taking into consideration:

- Relevant qualifications
- Demonstrable competency
- Relevant experience

9.2 *Salary Movement*

Reviewed annually in accordance with the Organisations remuneration policy and performance reviews.

Progression is based upon:

- Overall performance and capability of the employee in their position
- Contribution to organisational goals and outcomes
- Personal Achievements of mutually agreed objectives (set a performance reviews) and position description requirements
- Relevant competencies, qualifications and experience

9.3 *New Positions*

New positions will be evaluated using a credible job evaluation system and allocated to the appropriate "role type" grouping.

The "role type" table will be updated with new positions as appropriate.

9.4 *Position Descriptions*

Mahitahi Hauora will have up to date position descriptions that describe the context, purpose, key responsibilities, knowledge, skills, experience and competencies for each role.

- 9.5 **Normal Hourly Rate (T1)**
The normal hourly rate shall be two thousand and eighty- part (1/2080), correct two decimal places, of a dollar, of the yearly rate of salary payable.
- 9.6 **Rates of Remuneration**
Salary bands for role types are as per **Schedule A** attached to this CA
- 9.7 **Additional Hours**
- 9.7.1 In lieu of payment the employer and employee shall jointly agree for the employee to take equivalent (i.e. one additional hour worked for one hour ordinary time off) paid time off work at a mutually convenient time.
- 9.7.2 An employee working in excess of their agreed work hours may be entitled to payment for additional hours at their ordinary time rate (T1) and would be determined on a case by case basis.
- 9.7.3 Additional hours must be agreed with the Line Manager prior to incurring additional time, and in accordance with organisational policy.
- 9.8 Employees will be paid fortnightly in arrears by direct credit into the employees nominated bank New Zealand bank account one clear banking day prior to a public holiday. Where errors, other than overpayment, have occurred as a result of employer action or inaction, the employer will use their best endeavours to execute a corrective payment within three working days of the error being brought to the employer's attention.
- 9.9 Where additional hours are agreed, the employee shall complete timesheets as required by the employer. Wherever practicable any disputed items shall not be changed without first referring it to the affected employee.
- 9.10 Where an employee has taken leave in advance of it becoming due, and the employee leaves before the entitlement has accrued, the employer will deduct the amount owing in excess of entitlement from the employee's final pay.
- 9.11 Deductions may be made from remuneration for any absence due to the default of the employee or for sickness in excess of paid sick leave entitlement or compensable accident. Any monies owed by the employee to the employer upon termination will be deducted from the employee's final pay.
- 9.12 Overpayment recovery procedures: attention is drawn to the Wages Protection Act 1983. The provision of this Act or any amendment or Act passed in substitution for this Act shall apply. Any recovery of overpayment of wages will be discussed with the employee and a recovery process and timeframe agreed.
10. **Annual Performance and Review**
- 10.1 The employer shall undertake a performance review annually to be completed by the end of the financial year and in accordance with the Organisations performance and development policy.

11. Professional/Educational Development

- 11.1 The employer and employee are committed to staff education and development. Employees will be actively encouraged to attend educational courses relevant to their professional/educational development and of benefit to the employer. Where required, employees will have a current professional development plan in place and it will be mutually agreed by the employer and the employee.
- 11.2 The employer shall grant professional/educational development leave of up to 40 hours per calendar year, to be agreed with the employer, for full time employees (pro-rated to no less than 8 hours per calendar year for part time employees). This leave is to enable employees to prepare a portfolio, complete qualifications, and to attend training relevant to their professional/educational development and relevant to the employer. Prior approval of the employer must be obtained. The approval of the employer shall not be unreasonably withheld.
- 11.3 All of the employee's normal working hours absent from their normal place of employment for professional/educational development including travel time will be a claim against the hours as specified in subclause 12.2.
- 11.4 Paid meetings to meet organisational and service requirements, and those HPCA requirements not otherwise addressed in this clause (including staff meetings and in-service training) shall be granted in addition to the above provisions.
- 11.5 Professional/educational development leave will be granted at T1 rate and shall not accumulate from one year to the next.
- 11.6 Where an employer requires an employee to attend professional/educational development, whether the employee is scheduled to work or not for the time of the leave, the employee shall be granted paid leave at their ordinary rate.

12. Professional Supervision

- 12.1 The employer will ensure where required appropriate supervision by a suitably qualified person is provided in relation to the employee's level of clinical specialisation and experience, developing specialist skills, dual relationships and supervisory needs.
- 12.2 Wherever possible, dual relationships should be avoided. The blurring of social and supervisory relationships may compromise the supervision. Overlap of line management and supervisory relationships may reduce the safety for the supervisee to acknowledge areas of difficulty.
- 12.3 When external supervision is necessary to meet the above needs, appropriate authorisation for payment must be sought in advance.

13. Reimbursing Payments

13.1 *Annual Practising Certificate:*

Where an employee is required to hold an annual practising certificate to perform the duties of their position, the employer shall reimburse the cost of the certificate.

13.2 *Travelling for Work Purposes:*



A handwritten signature in blue ink, consisting of a stylized 'A' followed by a flourish.

- 13.2.1 All travel and accommodation reimbursements will be in accordance with the organisation Travel and Accommodation policy.
- 13.2.2 Where an employee is required to travel for work purposes travel shall be within the ordinary hours of work. Where travel is required outside of the ordinary hours of work, the time incurred for such travel shall be reimbursed as TOIL, and in accordance with the organisations leave policy.
- 13.2.3 When travelling on employer business, the employee will be reimbursed for authorised costs on an actual and reasonable basis on presentation of a completed expense claim form and receipts, in accordance with the organisational policy. Costs include but are not limited to, travel expenses, accommodation, and food.
- 13.2.4 Employees are required to use Mahitahi Hauora fleet vehicles for work related travel. Under exceptional circumstances and in prior agreement with the employees Line Manager may an employee use their personal vehicle on employer business. In such a case, the employee shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time. These rates will commence from date of ratification of this Collective Agreement.
- 13.2.5 General: Employees are not authorised to incur debt in the name of the organisation or expend personal monies with the intention of seeking recovery from the Employer unless such expenditure or debt is approved in writing by the Employer, or is established as a written authority within your job role.
- 13.3 **Professional Membership Fees:**
The Employer will consider relevance to role and benefit to organisation/employee and based upon this may agree to reimburse one relevant professional membership fee per annum up to \$500 on the presentation of a completed expense claim and evidence of payment. Refund of fees for additional professional membership shall be at the discretion of the employer.

14. Public Holidays

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

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

- 14.2 In order to maintain services to clients, the employer may require an employee to work on a public holiday when the public holiday falls on a day which, but for it being a public holiday, would otherwise be a working day for the employee.
- 14.3 When employees work on a public holiday they will be paid at time and a half the ordinary time hourly rate of pay (T1.5) for each hour worked. The employee shall also be granted an alternative holiday, if the day would otherwise be a working day for the employee. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.

14.4 Part time employees – Where a part-time employee’s days of work are fixed, the employee shall only be entitled to public holiday provisions if the day would otherwise be a working day for that employee.

14.5 When a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday, which is not debited against such leave.

15. Annual Leave

15.1 The provisions of this clause are inclusive of the Annual leave provisions of the Holidays Act 2003, other provisions in this clause and the Organisation’s Leave Policy and Procedures as it relates to Annual Leave.

15.2 Employees, other than casuals, shall be entitled to 4 weeks annual leave, pro rata to hours worked, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause.

15.3 Annual leave is able to be accrued to a maximum of 30 days entitlement, The Employer strongly encourages all employees to take all annual leave in the year it is due as part of its commitment to health and safety.

15.4 The times at which the employee shall take annual leave will be by mutual agreement, other than staff are required to take leave between Christmas and New Year with the exception of staff who are working within a general practice who are open during this period.

16. Sick Leave

16.1 The provisions of this clause are inclusive of the Sick leave provisions of the Holidays Act 2003, other provisions in this clause and the Organisation’s Leave Policy and Procedures as it relates to Sick Leave.

16.2 On appointment an employee shall be entitled to ten (10) working days paid sick leave for the subsequent twelve months of employment, and on the anniversary of their commencement date, ten (10) working days for each subsequent twelve-month period.

Sick Leave entitlement is as referred to under Section 65 of the Holidays Act 2003 in that:

An employee may take sick leave if—

- (a) the employee is sick or injured; or
- (b) the employee’s spouse or partner is sick or injured; or
- (c) a person who depends on the employee for care is sick or injured

The entitlement applies for part time employees in accordance with the Holidays Act 2003, where they:

- have over a period of six months worked for at least an average of 10 hours per week during that period; and
- at least one hour in every week during that period or at least 40 hours in every month during that period.

- 16.3 A medical certificate may be required to support the employee's claim for sick leave. If a medical certificate is required for less than three days, then the employer shall meet the cost of that certificate.
- 16.4 The employee can accumulate their sick leave entitlement up to a maximum of 20 days.
- 16.5 Any entitlement accrued prior to commencement of this agreement in excess of 20 days shall be retained but will not be increased until the balance falls below 20 days.
- 16.6 ***Domestic Violence Leave***
In addition to the provisions of the Domestic Violence – Victims Protection Act 2018, the parties agree that:
- 16.6.1 An employee shall become entitled to domestic violence leave from their commencement of employment; and
- 16.6.2 Under clause 72E of the Act (“Employee must notify employer of intention to take domestic violence leave”) the employee shall be entitled to choose the manager to whom they feel comfortable in making an application, and that manager shall keep information pertaining to that application confidential other than any reasonable disclosure necessary for the application of the Acts provisions and employer's business.
- 16.6.3 The employer will not keep records past what is reasonably required to comply with the provisions of the Act, whether on the employee's personnel file or anywhere else, of any personal information or discussions concerning family violence without the express agreement of the affected employee
- 16.6.4 The Employer's Domestic Violence Leave Policy applies in relation to the aforementioned entitlements.
- 17. Bereavement Leave**
- 17.1 The provisions of this clause are inclusive of the Bereavement leave provisions of the Holidays Act 2003, other provisions in this clause and the Organisation's Leave Policy and Procedures as it relates to Bereavement Leave.
- 17.2 An employee shall be entitled to a minimum of three days leave without loss of pay on each occasion of the death of the employee's spouse/partner, father, mother, brother, sister, child, grandparent, parents-in-law, grandchild, stepchildren, stepparents, stepsister, stepbrother or any other close family/whanau/person in respect of whom the employer agrees that bereavement/tangihanga leave may be taken.
- 17.3 An employee who suffers more than one bereavement at the same time, may take the amount of bereavement leave as specified in 18.2 in respect of each bereavement.
- 17.4 An employee shall be entitled to up to three days leave without loss of pay on each occasion of the death of any other person, providing that the employer accepts that the employee has suffered a bereavement, taking into account the relevant factors set out in section 69(3) of the Holidays Act 2003.

17.5 If bereavement occurs while an employee is absent on annual leave, sick leave on pay or any other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of clause 18.2 above. This provision will not apply if the employee is on leave without pay.

17.6 In relation to tangihanga and clauses 18.1 and 18.2 above, the employer shall consider these provisions in a culturally appropriate manner. The granting of time off and for how long shall be at the discretion of the employer.

18. Parental Leave and Employment Standards Legislation Bill

18.1 The provisions of the Parental Leave and Employment Protection Act 1987, the Parental Leave and Employment Protection (Paid Parental Leave) Amendment Act 2002 and the Employment Standards Legislation Bill will apply.

19. Jury Service/Witness Leave

19.1 Jury Service and Witness Leave come under the provision of the Jurys Act 1981, other provisions in this clause and the Organisation's Leave Management Policy and Procedures.

19.2 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.

19.3 An employee called for jury service must advise the employer as soon as practicable.

19.4 Where the employee is required to serve on a jury and the option of making application for exemption is not exercised, the employee shall be granted paid jury service leave of up to a maximum of 5 days. Any additional days beyond the first 5 days leave can be taken as annual leave or leave without pay.

19.5 While the employee is receiving paid jury service leave, the employee upon receipt of payment from the court for jury service shall pass this payment onto the employer but may retain expenses. Where annual leave or leave without pay is granted, or where work attendance is not affected by the jury service, the employee may retain the juror's fees and expenses paid.

19.6 Where the employee is paid by the court via direct credit, the employee may provide evidence of the payment received for jury service to the employer so that the employer can deduct this amount from the employee's pay rather than the employee having to pay the employer.

19.7 If the employee fails to reimburse the employer the juror's fees received and fails to provide the evidence as to the court payment to authorise a deduction for the fees paid by the court, the employer shall be entitled to deduct the payment the employer made to the employee for the jury service attendance from wages due to the employee and the employee shall not be entitled to any payment from the employer for the time spent on jury service.

19.8 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.

19.9 Where an employee is required to be a witness in a matter arising out of their current employment, they shall be granted paid leave at the relevant daily pay. The employee is to pay any fee received to the employer but may retain expenses.

20. Long Service Leave

20.1 The employee will become entitled to long service leave of one special holiday of one week upon the completion of 10 years of continuous service, to be taken within 5 years after the entitlement date. Service before the implementation of this agreement forms part of service for the purpose of this clause.

21. Leave Without Pay

21.1 Leave without pay may be taken by mutual agreement between the employee and employer.

22. Union Meetings

22.1 APEX and NZNO members shall be entitled to four hours paid time off to attend their respective union meetings in each calendar year provided that each of the following conditions is fulfilled:

22.1.1 At least 14 days' notice of the meetings shall be given.

22.1.2 Work shall resume as soon as practicable after the finish of the meeting.

22.1.3 The union will consult with the employer to ensure that the employer's business is able to be maintained during any union meeting.

22.2 The provisions of this clause shall be inclusive of any legislative entitlement to paid union meetings.

NOTE: The provisions contained in this clause are inclusive of and not in addition to the provisions of Section 26 of the Employment Relations Act 2000.

23. Union Right of Entry

23.1 The authorised union representative shall be entitled to enter the workplaces at reasonable times, in a reasonable way and in compliance with health and safety requirements, after first obtaining the consent of the employer for purposes related to the employment of its members and/or the Union's business.

23.2 When the union representative enters the workplace, they will advise the manager they are entering the workplace and if the manager is not present the union representative will leave written notice of the visit.

23.3 The employer recognises that it may not unreasonably deny the union representative access to a workplace.

23.4 The provisions of the Employment Relations Act 2000 shall apply where any provision or entitlement is not provided for as above.

24. Union Delegates

24.1 The employer will be notified of the election or appointment of any employee as a union delegate.

24.2 The employer shall recognise the delegate(s) who are elected by the employees and endorsed by the union as the representatives of the union.

24.3 In the first instance delegates will endeavour to involve the employer at an early stage if problems or disputes are brought to the delegate's attention which need to be resolved.

24.4 Delegates have the ability to seek advice from the union prior to involving the employer.

24.5 The employer accepts that union delegates are the recognised channel of communication between the Union and the Employer in the workplace.

24.6 Time off at ordinary time rates shall be allowed for delegates to attend meetings with the employer, consult with the union members, other workplace delegates and the union officials, to consult on and discuss issues as they arise and to provide employee representation.

24.7 Prior approval for such meetings shall be obtained from the employer. Such approval shall not be unreasonably held.

24.8 The amount of paid time off and facilities provided shall be sufficient to enable delegates to give adequate consideration to the issues in the workplace.

25. Employment Relations Education Leave

25.1 The Employer shall grant leave on pay for employees covered by this CA to attend courses authorised by APEX to facilitate the employee's education and training as employee representatives in the workplace.

FTE eligible employees as at 1 March each year	Maximum number of days of Employment Relations Education Leave that we are entitled to allocate as a Union
1 – 5	3
6 – 50	5
51 – 280	1 day for every 8 FTE eligible employees or part of that number
281 or more	35 days plus 5 days for every 100 FTE eligible employees or part of that number that exceeds 280

- 25.2 For the purposes of this clause, calculating the number of full time equivalent eligible employees employed by an employer:
- 25.2.1 An eligible employee who normally works 30 hours or more during a week is to be counted as 1.
- 25.2.2 An eligible employee who normally works less than 30 hours during a week is to be counted as one half.
- 25.3 The union shall send a copy of the programme for the course and the name of employees attending at least 14 consecutive days prior to the course commencing.
- 25.4 The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.
- 25.5 The provision of Part 7 of the Employment Relations Act 2000 shall apply where any provision or entitlement is not provided for or is greater than specified above.

26. Superannuation

- 26.1 You have the option of joining Kiwisaver, and as a new Employee will be automatically enrolled in Kiwisaver. You may choose to opt out of Kiwisaver, by completing the appropriate form. If you do not elect to join Kiwisaver or opt out of Kiwisaver no contributions will be deducted or payable by the employer. The provisions of the Kiwisaver Act 2006 and its amendments shall apply. These provisions can be found at www.kiwisaver.govt.nz

27. Co-operation, Management of Change and Consultation

27.1 *Co-operation and Management of Change*

- 27.1.1 The parties to this Collective Agreement recognise they have a mutual interest in ensuring that health services are provided professionally, efficiently and effectively, and that each has a contribution to make in this regard.
- 27.1.2 Regular consultation between the employer, its employees and APEX is essential on substantive matters of mutual concern and interest. Effective communication between the parties will allow for:
- a) Improved decision making
 - b) Greater cooperation between employer and employees; and
 - c) A more harmonious, effective, efficient, safe and productive workplace.

The employer recognises the role of the employee's APEX delegate and APEX in assisting in the positive management of change.

- 27.1.3 Therefore the parties commit themselves to the establishment of effective and on-going communications on all employee relations matters.

- 27.1.4 Prior to the commencement of any significant change to staffing, structure or work practices, the employer will identify and give reasonable notice to employees who may be affected and to the union to allow them to participate in the consultative process so as to facilitate relevant discussion.
- 27.1.5 Where an employer receives an indication of potential significant changes, they undertake to advise staff and the union as soon as practicable of the possibility of these changes.
- 27.1.6 Where changes are deemed commercially sensitive to the employer, the union and the employees involved in the management of such change, shall meet with the employer and endeavour to reach agreement on any necessary and appropriate confidentiality.

27.2 Consultation

- 27.2.1 Consultation involves the statement of a proposal not yet finally decided upon, listening to what others have to say, considering their responses and then deciding what will be done. Consultation clearly requires more than prior notification.
- 27.2.2 The requirement for consultation should not be treated perfunctorily or as a mere formality. The person(s) to be consulted must be given sufficient opportunity to express their view or to point to difficulties or problems.
- 27.2.3 If changes are proposed and such changes need to be preceded by consultation, the changes must not be made until after the necessary consultation has taken place. Both parties should keep open minds during consultation and be ready to change. Sufficiently precise information must be given to enable the person(s) being consulted to state a view, together with a reasonable opportunity to do so – either orally or in writing.
- 27.2.4 Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
- 27.2.5 The consultation process will give employees affected, or likely to be affected, by any significant change to staffing, structures or work practise, and the union organiser/delegate, the opportunity to put forward their views on any proposals or options developed for change prior to any final decision being made.
- 27.2.6 The Process shall be as follows:
- a) The initiative being consulted about should be presented by the employer as a “proposal” or “proposed intention or plan” which has not yet been finalised.
 - b) Sufficient information must be provided by the employer to enable the party/parties consulted to develop an informed response.

- c) Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.
- d) Genuine consideration must be given by the employer to the matters raised in the response.
- e) The final decision shall be the responsibility of the employer.

28. Redundancy

- 28.1 Redundancy is a situation where an employee's position is disestablished due to the position no longer being needed by the employer and there being no other suitable positions available for the employee.
- 28.2 During the period of notice, the employee shall be entitled to reasonable time off to attend interviews, seek alternative employment and to undergo counselling, by agreement with the employer, without loss of pay.
- 28.3 In the event the employee's employment is terminated on the basis of redundancy, the employee will be entitled to notice of termination of employment as specified in the termination clause, (39.1) but will not be entitled to any additional payment, whether by way of redundancy compensation or otherwise.
- 28.4 The employee made redundant shall be provided with a Certificate of Service stating that employment was terminated as a result of redundancy.
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- 28.5 Where the employer proposes a restructuring of their business (within the definition of restructuring set out in Section 69B of the Employment Relations Act) they shall as soon as is reasonably practicable:
- 28.5.1 Discuss and negotiate with the new Employer whether the employee may:
- a) transfer to the new Employer on the terms and conditions of employment set out in the employee's Employment Agreement; or
 - b) transfer to the new Employer on different terms and conditions of employment; or
 - c) not transfer to the new Employer; and
- 28.5.2 Meet with the employee as soon as is reasonably practicable after discussion with the new Employer to:
- a) convey the outcome of the discussion and negotiation outlined above; and
 - b) outline the employee's entitlements as set out in this provision and under clause 28.2.6.

29. Employee Protection Provision

- 29.1 Where the employer is contracting out, selling or transferring all or part of the business, including the part of the business where the employee is employed, the following provisions will apply:
- 29.1.1 The employer shall endeavour to consult the employee about any proposal to sell all or part of the business or to contract out or transfer work before a final decision is made.
- 29.1.2 If the employer decides to proceed with the proposed restructure, it will negotiate with the new contractor/service provider with a view to endeavouring to have the new employer offer the employee employment on the same or substantially similar terms and conditions including location, and recognising service as continuous. The employee will be advised of timeframes for such negotiation and/or for the acceptance of any offer of employment and/or of any application process, in a timely manner.
- 29.1.3 The employee is entitled to choose whether or not to accept employment with the contractor/service provider. In the event that the contractor/service provider offers the employee employment in terms of 28.1.2 above, no redundancy situation will arise, and the employee will not be entitled to receive redundancy compensation or additional notice as specified in 28.1 above, whether or not the employee chooses to accept the offer of employment. The employee will be entitled to notice of termination with the employer as specified in this clause.
- 29.1.4 In the event that the contractor/service provider is not prepared to offer the employee employment in terms of 28.1.2 above, the employee will be entitled to notice of termination as specified in clause 39.1 and will remain entitled to the provisions of 28.1.
- 29.2 The provisions contained in this clause shall not apply where the employer is in receivership or in liquidation.

30. Security of Organisation Data

- 30.1 Email and Internet usage affect the security of our organisation, where there is a legitimate business need, Mahitahi Hauora reserves the right to monitor, access and read all Mahitahi email content (business & personal), and in accordance with our Email & Internet usage policy.

31. Policies and Procedures

- 31.1 All employees covered by the Agreement shall comply with the employer's policies and procedures in force from time to time, to the extent that such policies and procedures are not inconsistent with the terms and conditions of this Agreement.

31.2 The employee will be consulted regarding any additions/amendments to those policies and procedures, where such additions/amendments have a material effect on employees' conditions of employment.

32. Healthy Workplaces

32.1 The employer parties to this Collective Agreement agree and are committed to providing a healthy workplace to their employees.

32.2 Achieving healthy workplace requires:

32.2.1 A workplace culture that encourages shared understanding and delivery of organisational values that can be lived and experienced through work place practices.

32.2.2 Supporting appropriate levels of staff, skill mix, experience, and resourcing.

32.2.3 Systems, processes, resources and technology that enable employees to perform in their respective role.

32.2.4 A workplace culture between employees and their managers that reflects regular communication and engagement that enables and acknowledges contribution.

32.2.5 Recognition that everyone can be a leader by using the authority (expertise) vested in their role to participate and constructively engage with others.

32.2.6 The development of a learning culture that emphasizes employees at all levels being given the opportunity to extend their knowledge and skills, as identified in their performance development plans.

33. Whānau/Family Friendly Policies

33.1 Employers and employees recognise the value of whanau/family and will endeavour to promote whanau/family friendly policies.

34. Health and Safety

34.1 The employer shall comply with the provisions of the Health and Safety at Work Act 2015 and subsequent amendments concerning safety, health and welfare matters. The parties to this agreement agree that employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken.

34.2 It shall be the responsibility of the employer to ensure that the workplace meets required standards and that adequate and sufficient safety equipment is provided.

34.3 It shall be the responsibility of every employee covered by this agreement to work safely and to report any hazards, accidents or injuries as soon as practicable to the employer.

34.4 It is a condition of employment that safety equipment and clothing required by the employer is to be worn or used by the employee and that safe working practices must

be observed at all times. Where an employee is required to work in an environment that requires Protective Clothing (PPE) this will be supplied by the Employer.

34.5 All employees are required to abide by the employer's policies and procedures on health and safety.

34.6 Where there is an Employee Participation Agreement in place, the employer recognises that to fulfil their function health and safety representatives require adequate training, paid time and facilities.

35. **Accidents and Injuries**

35.1 Where an employee is incapacitated as a result of an accident, and that employee is on earnings related compensation, and has an entitlement to sick leave, the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation. This leave shall be taken as a charge against the employee's sick leave entitlement.

36. **Termination of Employment**

36.1 **Notice Period:**

Either party may terminate the employment agreement with four weeks written notice following correct procedure, unless otherwise agreed between the employer and employee. When the agreed notice is not given, the unexpired notice shall be paid or forfeited by the party failing to give the agreed notice.

This shall not prevent the employer from summarily dismissing any employee without notice for serious misconduct.

36.2 **Disciplinary Procedure**

The employer will act in accordance with the principles of natural justice when dealing with any instance of alleged misconduct or poor performance on the employee's part.

36.3 **Suspension**

The employer retains the right to suspend the employee from their job on full pay in the event of a necessary investigation into allegations of misconduct or poor performance by the employee. If an investigation is delayed, in consultation with the employee, the employer may decide any further time on suspension will be either at a reduced pay rate or unpaid. The Employer shall take into consideration;

a) whether the delay in investigation is because the employee is refusing to co-operate or

b) whether the delay is beyond either the employer's or the employees control

36.4 **Abandonment of Employment**

An employee absent from work for three consecutive working days without notification to the employer or without appropriate authorisation from the employer will be considered by the employer as having terminated their employment without notice, unless the employee is able to show they were unable to fulfil their obligations under

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

36.5 **Termination for Medical Reasons**

The employer may terminate employment by giving such notice as the employer deems appropriate in the circumstances, but not less than the notice period defined in clause 37.1, if they are of the opinion that the employee is incapable of the proper performance of duties under this agreement as a result of mental or physical illness, or prolonged absence through injury, or incapacity to carry out the physical tasks required.

Before taking such action, the employer will take into account all reports or recommendations made available and may require the employee to undergo a medical examination by a registered medical practitioner nominated by the employee, and paid for by the employer.

The employee can apply for early termination for medical reasons if they are incapable of proper performance of their duties on supply of medical reports and recommendations.

37. **Harassment Prevention**

37.1 The parties recognise that harassment in the workplace is totally unacceptable. It is the responsibility of the employee to familiarise themselves with the Organisation's Bullying, Harassment and Discrimination Policy and the responsibility of the employer to communicate the extent of this policy and make it accessible to all employees.

37.2 Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence and other forms of intimidating behaviour.

37.3 Harassment complaints will be taken seriously and the employer undertakes to address these with sensitivity and impartiality.

38. **Resolution of Employment Relations Problems**

38.1 An "employment relationship problem" includes:

38.1.1 A personal grievance.

38.1.2 A dispute.

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

- 38.2 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:
- 38.2.1 The employee is entitled to seek representation at any stage during the process. Help with an employment relations problem is available from within the work place (employee manager) or outside the workplace (Ministry of Business, Innovation and Employment 0800 20 90 20), or a union, an advocate or a lawyer.
 - 38.2.2 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.)
- 38.3 A “personal grievance” means a claim that an employee:
- 38.3.1 has been unjustifiably dismissed; or
 - 38.3.2 has had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the employer; or
 - 38.3.3 has been discriminated against his/her employment; or
 - 38.3.4 has been sexually harassed in his/her employment; or
 - 38.3.5 has been racially harassed in his/her employment; or
 - 38.3.6 has been subjected to duress in relation to union membership.
- 38.4 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 notice of the employee, whichever is the latter.
- 38.5 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.
- 38.6 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.
- 39. Deduction of Union Fees**
- 39.1 The Employer shall deduct employee APEX fees from the wages/salaries of employees when authorised in writing by members and shall remit such subscriptions to the APEX at agreed intervals.

40. Indemnity

40.1 The Employer agrees to indemnify employees for actions brought against them by a third party in respect of any act or omission during the course of their employment when an employee acted in good faith and not improperly in the course of their employment. This does not include any liabilities, expenses or costs faced by the employee because of their own negligence, breach of duty, unlawful act or omission or a failure to carry out any lawful instruction of the Employer (including any failure to comply with the Employer's policies). The Employer will not be liable to indemnify the employee for any legal costs incurred without the Employer's prior approval.

41. No Pass On Provision

41.1 The employer parties to this Collective Agreement agree not to pass on automatically to non-APEX member's terms or conditions that are the same or substantially the same as those contained in this Collective Agreement. This means that the employer and non-APEX members shall individually negotiate their terms and conditions of employment.

42. Flexible Working and Working From Home

42.1 It is acknowledged that under section 6AA of the Employment Relations Act, an employee can at any time apply for flexible working arrangements.

42.2 Should an employee request to work from home as part of these arrangements and this is agreed to by the employer, they will be provided the appropriate resources to enable working from home in line with Mahitahi Hauora policy.

42.3 Should an employee be directed to work from home by the employer, the employer shall provide all necessary resources to enable this in line with Mahitahi Hauora policy.

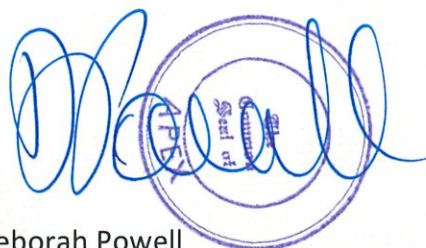
42.4 Unless agreed by the employee, no arrangement under this clause shall result in a change in hours or remuneration for that employee.

43. Term of Agreement

The agreement shall be deemed to have come into force on 02/09/2023 and shall continue in force until 01/09/2024.

Signed this 19th day of September 2023

For and on behalf of APEX



Deborah Powell
National Secretary
APEX

Signed this 5th day of October 2023

For and on behalf of Mahitahi Hauora



Chief Executive Officer
Mahitahi Hauora

Schedule A

Salary Ranges

Role Type	Positions	Min	Mid	Max
Administration	Reception / Administration	47,500	51,250	55,000
	Administrator (Workforce, Health Promotion, IT, Central Services, Commercial Finance, Contracts)	50,000	57,500	65,000
	PA/EA	50,000	62,500	75,000
Finance	Accounts Payable/Receivable	50,000	55,000	60,000
	Assistant Accountant	55,000	61,500	68,000
	Senior Accountant/Business Analyst/Finance Manager	65,000	80,000	95,000
Coordination	Coordinator/Facilitator/ Manager	60,000	70,000	80,000
Team Leader	Team Leader	77,500	86,250	95,000
Allied Health	Social Worker (Graduate to Experienced)	57,780	71,690	85,600
	Dietitian (Graduate to Experienced)	57,780	74,365	90,950
Information Systems	Information Systems Facilitator/Data Analyst	65,000	72,500	80,000
	Business Intelligence Data Modeller	90,000	100,000	110,000
Marketing & Communications	Communications Officer	65,000	72,500	80,000