



**AND**

**Northland District Health Board  
Waikato District Health Board  
Auckland District Health Board  
Southern District Health Board**

**AUDIOLOGISTS**

**Multi-Employer Collective Agreement (MECA)**

**2015 – \_\_\_\_\_**

## TABLE OF CONTENTS

CLAUSE	PAGE
<b>PART 1: APPLICATION OF COLLECTIVE EMPLOYMENT AGREEMENT</b>	
1.0	PARTNERSHIP AGREEMENT
2.0	PARTIES AND COVERAGE
3.0	DEFINITIONS
4.0	VARIATIONS CLAUSE
5.0	TEMPORARY EMPLOYMENT AGREEMENTS
<b>PART 2: PROVISIONS RELATING TO HOURS OF WORK</b>	
6.0	HOURS OF WORK
7.0	MINIMUM BREAKS
8.0	MEALS PERIOD AND REST BREAKS
9.0	OVERTIME
10.0	PENAL RATES
11.0	CALL BACK
<b>PART 3: RATES OF REMUNERATION</b>	
12.0	SALARY SCALES
13.0	MERIT PROGRESSION
14.0	ALLOWANCES AND REIMBURSEMENTS
15.0	INDEMNITY
16.0	REIMBURSEMENT OF EXPENSES ON EMPLOYER BUSINESS
17.0	WORKPLACE FACILITIES
18.0	PROFESSIONAL DEVELOPMENT, EDUCATION AND TRAINING
19.0	PROFESSIONAL SUPERVISION
<b>PART 4: PROVISIONS RELATING TO LEAVE</b>	
20.0	ANNUAL LEAVE
21.0	LONG SERVICE LEAVE
22.0	SICK & DOMESTIC LEAVE
23.0	BEREAVEMENT/TANGIHANGA LEAVE
24.0	JURY AND WITNESS SERVICE LEAVE
25.0	LEAVE TO ATTEND MEETINGS OF STATUTORY BOARDS AND COMMITTEES
26.0	EMPLOYEE EDUCATION LEAVE
27.0	PUBLIC HOLIDAYS
28.0	PARENTAL LEAVE
<b>PART 5: TERMS OF EMPLOYMENT</b>	
29.0	STOP WORK MEETINGS
30.0	STAFF SURPLUS AND EMPLOYMENT PROTECTION
31.0	DEDUCTION OF APEX FEES
<b>PART 6: OTHER PROVISIONS</b>	
32.0	ACCIDENTS
34.0	SAVINGS CLAUSE
35.0	EMPLOYEE TRANSFERRING FROM IEA TO THIS AGREEMENT
36.0	APEX REPRESENTATIVES RIGHT OF ENTRY
37.0	DELEGATE FACILITIES
38.0	TERMINATION OF EMPLOYMENT
39.0	EMPLOYMENT RELATIONSHIP PROBLEMS
40.0	TERM OF AGREEMENT
41.0	ATTESTATION TO THE AGREEMENT
<b>Schedule A</b>	Scale of Maximum Gratuities

## **PART 1: APPLICATION OF COLLECTIVE AGREEMENT**

### **1.0 PARTNERSHIP AGREEMENT**

#### **Objectives**

The Parties to this agreement seek to give practical and meaningful support to their working relationships in the spirit of Partnership, so that mutually beneficial gains can be made for both parties.

This agreement confirms an understanding between the parties that an effective partnership relationship will help enable both improved service delivery for our clientele and an improved work environment.

The parties acknowledge that the relationship will operate primarily at the individual DHB level. However, the parties may agree to undertaking projects at a regional or national level as appropriate. In this latter case, an appropriate group will be formed to consider and advise the local partnership forum.

#### **Guiding Principles**

The DHBs and APEX members bound by this agreement acknowledge that they must work cooperatively to achieve their objectives of improving the delivery of services to our clientele and improving the work environment.

For this purpose the parties agree to deal with each other in good faith and, to the extent they are capable, agree:

- to aim to provide appropriate health care services to the communities they serve in an effective and efficient manner supported by appropriate numbers of MNZAS competent audiologists
- to promote the provision of a safe, healthy and supportive work environment, overcoming differences in a collegial and problem solving manner
- to improve the relationship, decision making and cooperation between the parties and where appropriate, involving both parties in service delivery, development, governance, leadership roles and change management
- to maximize efforts to review and improve our cost effectiveness, utilising the range of audiologist skills to support sustainable delivery of high quality health services, recognizing the changing needs of the clientele we serve and the need for adequate resources and facilities
- to recognize that delivery of high quality services is dependent upon well-trained employees, supported in their professional development and career pathways, delivering the service.

The parties shall conduct themselves with integrity and act in a principled manner, taking responsibility for and being accountable for their actions. The relationship is to be characterized by constructive engagement based on honesty, openness, commitment, trust and respect.

## **Key Initiatives**

The following are initial priorities to be considered for joint projects and/or trials in DHBs where both parties agree to participate:

- in a review of the administrative and record-keeping work involved in servicing a client/patient with a view to eliminating/modifying unnecessary activity and improving output
- in a review of regional services to consider possible improvements to services and output
- flexibility in hours of work, provided sufficient availability of Audiologists, to be explored to better meet needs of clients for after-hours services including possible trialling of Saturday work on a voluntary basis
- consideration of targets for audiologists for directly patient-attributable proportion of time, to help improve access and service delivery
- work jointly to address any systemic and other issues impacting on staff turnover and improve staff retention

## **General**

Both parties agree that effective dialogue and participation is dependent upon effective structures for engagement, an effective agenda for engagement, and the participants themselves being sufficiently representative, knowledgeable, skilled and committed to the relationship and process. They agree to exert their best endeavours to ensure that such dialogue and participation is facilitated.

## **2.0 PARTIES AND COVERAGE**

This agreement is made pursuant to the Employment Relations Act 2000 and its Amendments.

### **2.1 Parties**

The parties to this agreement shall be:

- (a) Northland District Health Board
- (b) Waikato District Health Board
- (c) Auckland District Health Board
- (d) Southern District Health Board

Hereby, referred to throughout this agreement as the "employer".

The Association of Professional and Executive Employees Incorporated (referred to throughout this agreement as "APEX", or the "Union")

This agreement shall be binding on the parties to it.

## 2.2 New Employees

The Parties agree that any new employee who is covered by the application clause of this Agreement (clause 1.4 below) shall be offered coverage under this collective agreement for the first 30 days of their employment.

New employees shall, in the first instance, be offered the opportunity to become a member of APEX. The new employee shall from the date of becoming an APEX member, be entitled to all the benefits, and be bound by all the obligations, under this Agreement. The employer as a part of the appointment process shall provide new employees, APEX membership forms and recruitment materials where such membership forms and recruitment materials are supplied to the employer by APEX.

## 2.3 Existing Employees

Subject to the Act and s56, 57 & 58 of the Act existing employees who are covered by the application Clause of this Agreement (Clause 1.4) may become union members at any time. Employees shall, from the date of becoming a union member, be bound by all benefits and obligations relating to employees under this Agreement.

## 2.4 Application and Coverage

This agreement shall apply to all those employees defined below.

All employees employed or engaged to be employed as an Audiologist (a Full MNZAS Audiologist or a Provisional MNZAS Audiologist).

## 3.0 DEFINITIONS

**“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 is an organisation established as District Health Board under s 15 of the NZ 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.

**“Full Time Employee”** means an employee who works not less than the "ordinary" 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 hours of work for full time employees. All provisions are pro rata for part time staff unless otherwise specified.

**“Full MNZAS Audiologist”** means a person who has full membership with the NZAS and holds a current practising certificate. Audiologists will be designated according to their scope of practise.

**“Provisional MNZAS Audiologist”** means a person who holds a provisional membership with the NZAS. Audiologists will be designated according to their scope of practise.

**“Paediatric Certificates”** are a speciality certification process within the NZAS which assesses the clinicians’ competency to perform specialist paediatric assessments. Only full MNZAS audiologists are eligible to gain this certification.

**“Roster”** means a list of employees and their duties over a period of time.

**“Service”** (except as expressly provided under redundancy clauses) means;

- (i) service with the employer (including any individual employees’ service previously recognised at the commencement date of this agreement), and
- (ii) all other service as an audiologist the employer agrees to recognise .

**“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 (Time Two)”** means twice the ordinary hourly rate of pay.

#### **4.0 VARIATIONS CLAUSE**

This Agreement may be varied by agreement between the employer (all employers) and APEX subject to normal ratification procedures. Such agreement shall be in writing and signed by the parties.

#### **5.0 TEMPORARY EMPLOYMENT AGREEMENTS**

- 5.1 Temporary employment agreements shall be used only to cover specific situations of a temporary nature, (e.g. to fill a position where the incumbent is on study or parental leave), or where there is a task of a finite duration.
- 5.2 Temporary employment agreements, while justified in some cases to cover situations of a finite nature, shall not be used to deny staff security of employment.

## **PART 2: PROVISIONS RELATING TO HOURS OF WORK**

### **6.0 HOURS OF WORK**

- 6.1 The ordinary working hours shall be 40 in each week and shall not exceed 8 continuous hours in any one duty (excluding meal periods), Monday to Friday.
- 6.2 The hours or days of work of an employee may not be varied unless by written agreement between the employer and employees directly affected. Employees have the right to seek advice from APEX and the right for APEX to act on their behalf with respect to this agreement.
- 6.3 Alternatively, ordinary weekly hours of work shall be 40 per week in 4 consecutive 10-hour days. Employees employed under this provision shall not be paid overtime until they have worked 10 hours per day or 40 hours per week. Each daily duty shall be continuous except for meal periods and rest breaks.
- 6.4 Duty shall be continuous except for the meal periods and rest breaks provided for in this agreement.
- 6.5 For pay purposes the working week shall start and end at 0800 hours each Monday. When the major part of a duty falls on a particular day, the whole duty shall be regarded as being worked on that day.
- 6.6 Where applicable and other than in exceptional circumstances or unplanned absences rosters shall be notified to the employees involved at least four weeks (28 days) prior to commencement of the roster period. The roster period shall be for four weeks (28 days) or greater. Rosters may be changed by agreement between the directly affected employees and their manager.
- 6.7 The performance of any shift work shall be subject to genuine operational requirements necessitating the introduction of shift work and full consultation with the individuals concerned and APEX regarding remuneration, additional leave and conditions pertaining to the shift shall be undertaken. Such consultation is subject to the good faith provisions of the Act.

### **7.0 MINIMUM BREAKS**

- 7.1 A break of at least nine (9) continuous hours will be provided wherever possible between any two qualifying periods of work. And if a ten (10) hour duty has been worked then a break of twelve (12) consecutive hours must be provided wherever possible.
- 7.2 The qualifying periods of work for the purposes of this clause are:
- A duty, including any overtime worked either as an extension or as a separate duty; or
  - Call back where the daily ordinary hours or more are worked continuously.

- 7.3 If a call-back of less than a continuous nine 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 a break has been provided before the call-back it does not have to be provided afterwards as well.
- 7.4 If a break of at least 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 or twelve continuous hours is taken and it shall be paid at the overtime rate.
- 7.5 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 absence 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.

## **8.0 MEAL PERIODS AND REST BREAKS**

- 8.1 Except when required for urgent or emergency work and except as provided in 6.2 below, no employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour or more than one hour.
- 8.2 An employee unable to be relieved from work for a meal break shall be allowed half an hour to have a meal on duty and this period shall be regarded as working time.
- 8.3 Except where provided for in 6.2 above, an employee unable to take a meal after five hours' duty shall be paid at time-half rate (T1.5) in addition to normal salary from the expiry of five hours until the time when a meal can be taken.
- 8.4 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.
- 8.5 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer.

## **9.0 OVERTIME**

- 9.1 The overtime rate shall be payable if:
- (a) the minimum break provisions of this agreement are not met.
  - (b) a duty exceeds the ordinary hours (cl 4.1 or 2 or 3) of work;
  - (c) a full time employee works a further duty (or part of a duty) additional to their rostered ordinary hours of work.
  - (d) a part-time employee works more than the relevant full-time hours of work requirements.
  - (e) Payment for overtime shall only be made where prior management authorisation to work overtime has been received. Where prior authorisation could not reasonably be obtained, payment will not unreasonably be withheld.



- 9.2 Overtime worked on any day except a public holiday shall be paid at one and one half times the ordinary hourly rate of (T1-1/2) for the first three hours and thereafter double time except those employees working overtime between 2200 and 0600 will be paid at the rate of T2. In computing overtime each day shall stand-alone.
- 9.3 Overtime on Public Holidays. Overtime worked on public holidays shall be paid at twice the ordinary hourly rate of pay (T2).
- 9.4 Absence from Duty. For calculating the qualifying period for the payment of overtime employees absent from duty if on sick leave, annual leave, or other authorised leave (paid or unpaid) shall be regarded as having worked all the hours they were rostered for on that particular day.

## **10.0 PENAL RATES**

Penal time is time (other than overtime) worked within ordinary weekly hours if worked on a Saturday or Sunday or public holiday. Subject to clause 6.3.3, penal time shall be paid at the following rates in addition to normal salary:

- 10.1 Weekend rate - applies to ordinary time (other than overtime) worked after midnight Friday/Saturday until midnight Sunday/Monday shall be paid at time one half (T0.5) in addition to the ordinary hourly rate of pay.
- 10.2 Public Holiday rate – applies to those hours which are worked on the public holiday. This shall be paid at time one (T1) in addition to the ordinary hourly rate of pay.
- 10.3 Overtime and penal time shall not be paid in respect of the same hours.

## **11.0 CALL BACK**

- 11.1 In respect of work which is not continuous with a duty, an employee shall be paid for a minimum of three (3) hours, or for actual working and travelling time, whichever is greater, when the employee:
- (a) is called back to work after
    - completing a duty, and
    - having left the place of work, or
  - (b) is called back before the normal time of starting a duty, and does not continue working until such normal starting time; except that:
    - call-backs commencing and finishing within the minimum period covered by an earlier call-back shall not be paid for.
    - where a further 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.
- 11.2 Payment for call back shall be paid at the appropriate overtime rates.

**PART 3: RATES OF REMUNERATION**

**12.0 SALARY SCALES**

	<b>Step</b>	<b>2015</b>		
<b>**Merit or Designated Position</b>	13**	\$99,711		
	12**	\$98,013		
	11**	\$94,767		
	10**	\$92,671		
	9	\$88,907		
	8	\$85,145		
	7	\$81,087		
	6	\$76,629		
<b>Full MNZAS</b>	5	\$73,400		
	4	\$71,207		
	3	\$68,560		
	2	\$67,230		
	1	\$64,138		

**Provisional MNZAS**

	<b>Step</b>	<b>2015</b>		
	3	\$63,969		
	2	\$57,573		
	1	\$54,493		

**12.1 The process for moving within the salary scale is as follows:**

Automatic annual increments will continue for those on automatic progression steps. The increments will be implemented on the anniversary date of the individual.

For those on Step 7 and above refer to clause 13 below.

**12.2 Access to salary scale (new appointments)**

12.3 On appointment, the employer will place employees on the appropriate salary taking account of:

- a) previous work or other relevant experience and service;
- b) relevant educational or other qualifications;
- c) the ease or difficulty in recruiting the specific skills and experience required for the position;
- d) job content and complexity

- 12.4 Provisional MNZAS Audiologist– the starting scale for Provisional MNZAS Audiologist is to be negotiated taking into account their experience and their qualifications. Those who have qualified as an Audiologist and are awaiting confirmation shall be paid at the top of the Provisional MNZAS scale subject to satisfactory performance
- 12.5 Where an employee has prior experience in a similar or related job to that to which the employee is appointed or promoted, that experience will be taken into account by the employer in fixing the commencement salary.
- 12.6 Where an employee has during service with the employer successfully completed studies towards additional job related qualifications, such qualifications will be counted by the employer in determining salary progression.
- 12.7 For Part Time employees, the salary rates shall be pro-rata in accordance with the hours worked.
- 12.8 Casual employees shall receive the ordinary Hourly Rate of Pay, plus 8% of gross taxable earnings in lieu of annual leave, to be paid each pay period.

**12.9 Salary Increments while on Study Leave**

Employees on full-time study leave with or without pay shall have this time recognised as service in the calculation of entitlement to annual increments.

**13.0 MERIT PROGRESSION**

- 13.1 Employees may apply for progression to a higher salary step at any time, but not more frequently than once a year unless otherwise agreed by both parties.
- 13.2 The employer will consider the application in good faith and will process the application on a timely basis using a merit progression process typically involving the employee, an appropriate representative of the employer (e.g. the employee's line manager), and the Professional Leader - Audiology or (if not available) other appropriate senior audiological colleague. Where an application is unsuccessful the employee will be advised promptly of the reasons in writing and have an opportunity to have the decision reviewed, should they request in writing, by someone senior to the decision maker.
- 13.3 Successful applications will have their pay backdated to the date the application is received.
- 13.4 Progression from the top automatic progression step into the performance band will be considered first after 12 months service at the top automatic progression step. Performance progression will be based on the following performance progression criteria:
- (a) Job content, complexity and the level of responsibility.
  - (b) The employee's skills, relevant qualifications and on-the-job experience.
  - (c) The employee's achievement in the job as measured against the requirements of the position as detailed in the job description or other documentation.
  - (d) The employee's contribution to the output of their employing work unit;
  - (e) The degree of difficulty in recruiting and retaining staff in the job position held by the employee.

## **14.0 ALLOWANCES AND REIMBURSEMENTS**

### **14.1 Higher Duties Allowance**

A higher duties allowance shall be paid to any employee who, at the request of the employer performs the duties of a position of a grade or class higher than their own and performs them for five or more consecutive working days (on each occasion). The Higher Duties Allowance payable shall be the difference between the current salary of the employee acting in the higher position, and the minimum salary of that position. Once the 5-day threshold has been reached the allowance shall be paid for all days on which the employee has substantially performed the higher duties for that occasion.

### **14.2 Refund of Annual Practising Certificate and Professional Fees**

Where it is a legal requirement to hold an annual practising certificate in order to practise, the employer shall reimburse the cost of the Annual Practising Certificate

The employer shall also reimburse 100% of one Professional Association fee upon production of a receipt for the coming year. This reimbursement will be on a pro rata basis for employees in secondary employment or in private practice.

### **14.3 Reimbursement for Medical Indemnity Fees**

Where appropriate, Certification in the NZAS speciality areas (ABR, VRA and Paediatric Rehabilitation) will be completely covered by the DHB.

### **14.4 On-Call Allowance**

The following on call allowance shall apply:

Where an employee is instructed to be on call during normal off duty hours, an on call allowance shall be paid at \$4.04 per hour (Midnight Sunday to Midnight Friday) (\$6.06 on Public Holidays) (Midnight Friday to Midnight Sunday and public holidays) per hour

### **14.5 Transport for Call Back Duty**

Transport for call back duty where an employee is called back to work outside the employee's normal hours of duty, the employer shall either:

- (a) Provide the employee with transport from the employee's place of residence to the institution and to the place of residence from the institution; or
- (b) Reimburse the employee the IRD mileage rates to the institution or from the institution to the employee's place of residence, or both travelling to and from the institution.

## **15.0 INDEMNITY**

- 15.1 The employer undertakes to indemnify employees against actions taken against them by persons suffering damage as a result of negligent acts, errors or omissions of the employee while acting in the course of his or her employment. Where an employee

while acting in the course and within the scope of their employment by the employer, requires legal representation, this will be provided and paid for by the employer, irrespective of whether the employee is an employee or not.

- 15.2 The legal representatives provided shall be directed to give the employee 'Client Status'. If the employee or employer identifies a conflict of interest, the employer shall provide the employee(s) with agreed independent legal representation of suitable medico-legal experience, in consultation with the union.
- 15.3 This indemnity or legal representation shall not apply to any employee acting outside the course of his or her employment.

## **16.0 REIMBURSEMENT OF EXPENSES ON EMPLOYER BUSINESS**

- 16.1 Employees who are required to use their private motor vehicle on employer business shall be paid a motor vehicle allowance as promulgated from time to time by the IRD in terms of the agreed formula.
- 16.2 When employees are instructed to leave and return to their normal place of work on employer business, or to temporarily work elsewhere, they shall be reimbursed for actual and reasonable expenses or provided with transport for that purpose. The transport shall be provided to the employee from the normal site of work to be returned to that site at the end of the vehicle use.
- 16.3 In all other circumstances with the prior approval of the employer actual and reasonable expenses shall be reimbursed, those expenses being incurred while on business of the employer.
- 16.4 An employee who is eligible for travelling allowance may claim an allowance of \$35 per day or part thereof for meals when staying privately.

## **17.0 WORKPLACE FACILITIES**

All employees shall have made available to them, subject to priority and availability, suitable office space with computer and telephone facilities for the purposes of performing their duties. Appropriate space for meeting clients and undertaking audiological testing, assessment and intervention (which may not be the employee's office) shall also be made available. Such accommodation will be provided on site. Prioritisation of office space shall be done on the basis of the employees needs for such space. It is acknowledged that employees will require ready access to up to date test material, software and an appropriate confidential filing system for storing test materials and results, and that these should be provided by the employer.

## **18.0 PROFESSIONAL DEVELOPMENT, EDUCATION AND TRAINING**

### **18.1 Reimbursement of Study and Training Costs**

Where the Employer requires an employee to undertake a course of study, leave and actual and reasonable expenses shall be refunded. The Employer may specify terms and conditions of such support in accordance with company policy.

### **18.2 Refund of Employment Related Expenses**

Allocation of funds determined prospectively where possible and based on principles of fairness, transparency etc.

The employer is committed to Continuing Medical Education (CME) or CEPD and the ongoing professional development of its employees.

- 18.3 Employees shall be entitled to a minimum of 5 days approved Education Leave each year accumulative for three years. If the Education Leave allocation is exhausted, the employee can apply for an additional 2 days Education Leave per annum to be granted. The additional Education Leave will not be unreasonably declined. Where declined this should be in writing and employee has opportunity to appeal. Compulsory requirements are not included in this allocation. Where necessary, travelling time shall also be covered by paid leave in addition to professional development leave.
- 18.4 Employees shall be entitled to reimbursement for all travel, accommodation, fees and expenses incurred in CME.
- 18.5 The employee who is to attend a course of study or conference shall present formal feedback via a presentation or practical teaching session as discussed and agreed with their manager.
- 18.6 Where an employee works in both the public and the private sector and the professional development benefits both places of work the reimbursement of the costs associated with the professional development by the DHB will be on a pro rata basis.
- 18.7 Professional development leave will be considered upon its merits in respect of enhancing the clinician's clinical practice. Professional development planning will be identified as part of performance planning, so that the best fit between the individual's professional development needs and the organisation's needs is achieved. Feedback in the form of training for other staff or updating colleagues should be appropriate to the needs of the organisation.

## **19.0 PROFESSIONAL SUPERVISION**

The employer, in consultation with the professional advisor (or equivalent role) will ensure appropriate supervision is provided in relation to the audiologist's level of experience and supervisory needs. Where external supervision is deemed necessary, appropriate authorisation for payment must be sought in advance.

## **PART 4: LEAVE**

### **20.0 ANNUAL LEAVE**

20.1 This provision shall apply only until such time as clause 16.2 applies. Employees (other than casual employees) shall be entitled to 4 weeks annual leave, taken and paid in accordance with the Holidays Act 2003, and subject to the other provisions of this clause, except that:

20.2 Any employees as at 17 April 2008 will continue to be entitled to any additional Annual leave, Board or Recreation days to which they were entitled under the employees' employment agreements in place prior to this agreement.

20.3 On completion of five years' continuous service recognised by the DHB in accordance with 20.5 below, the employee shall be entitled to 5 weeks annual leave. This replaces any additional entitlement to Board or Recreation days.

This 5<sup>th</sup> week of leave will start accruing from the employee's next anniversary date after 1 July 2008.

### **20.4 Conditions**

(i) The term "leave year" means the year ending with the anniversary date of the employee's appointment.

(ii) The employer may permit an employee to take annual leave in one or more periods.

(iii) 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.

20.5 "Service" for the purposes of this clause, shall include all service recognised for annual leave entitlement at the time of commencement of employment (this may include overseas service or service with a New Zealand non DHB employer) and shall include all service with a DHB that is continuous. For existing staff, service that is currently recognised at the commencement of this agreement will continue to be recognised (i.e. the same as you had at the time this agreement came into force). Where recognition of leave was not specified at commencement the employer will determine what leave is recognised as per clause 2.

20.6 Where an employee has been granted special leave including leave without pay (but excluding sick, accident or military leave) for a period exceeding two (2) months, the employer may exclude such time from service for leave purposes.

## **21.0 LONG SERVICE LEAVE**

- 21.1 An employee shall be entitled to long service leave of one week upon completion of each five year period of current continuous service with the DHB.
- 21.2 Long Service Leave will be paid for each week of leave on the same basis as annual leave (clause 16) in accordance with the Holidays Act 2003. This will be based on the employees' FTE status at the time of taking the leave. Wherever practicable long service leave is to be taken in periods of not less than a week.
- 21.3 For the purposes of 17.1 current continuous service shall be recognised from 1 July 2008 unless the employee has an outgoing or grand-parented provision.
- 21.4 Leave without pay in excess of three months taken on any one occasion will not be included in the 5 year qualifying period, with the exception of Parental Leave.
- 21.5 The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment.
- 21.6 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 estate.

## **22.0 SICK AND DOMESTIC LEAVE**

- 22.1 On appointment to a DHB, a full time employee shall be entitled to ten (10) working days leave for sick or domestic purposes during the first twelve months of employment, and an additional ten (10) working days for each subsequent twelve month period. The entitlement shall be pro-rated for part time employees except that a part-time employee shall receive no fewer than five (5) working days paid sick leave for the first twelve months of employment and a minimum of five (5) additional working days for each subsequent twelve month period. The employee shall be paid at relevant daily pay as prescribed in the Holidays Act 2003, for the first five days in each twelve month period. Thereafter they shall be paid at the normal rates of pay (T1 rate only). A medical certificate may be required to support the employee's claim.
- 22.2 An employee who has exhausted or is about to exhaust their entitlement to sick leave or domestic leave as provided for in this agreement may apply for further sick or domestic leave up to a maximum of 10 days per annum. At the employer's discretion, the employee may be granted:
  - a) Additional paid sick or domestic leave and/or
  - b) Additional leave without pay and/or
  - c) Anticipated paid sick or domestic leave, whereby the anticipated leave to a maximum of 5 days per annum is deducted from an employee's entitlement as it accrues and any amount of leave taken in excess of an employee's entitlement at the time of cessation of their employment may be deducted (at the rate of pay which applied at the time the anticipated sick or domestic leave was taken by the employee) from the employee's final pay.

Any such application shall be responded to within a reasonable time, in writing, with reasons provided by the employer if any part of the employee's application has been declined.

In exceptional circumstances the employer may grant further leave entitlements.



In exercising the above discretion the employer shall take into account the following:

- (i) the employees length of service,
- (ii) the employees attendance record
- (iii) the consequences of not providing the leave
- (iv) any unusual or extenuating services

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 guidance.

- 22.3 The provisions of this clause are inclusive of the special leave provisions of the Holidays Act 2003.
- 22.4 Domestic Leave as described in this clause is leave used when the employee must attend to a dependent of the employee. This person would, in most cases, be the employee's child, partner or other dependent family member.
- 22.5 It does not include absences during or in connection with the birth of an employee's child. Annual leave or parental leave should cover such a situation.
- 22.6 At the employer's discretion, an employee may be granted leave without pay, where the employee requires additional time away from work to look after a seriously ill member of the employee's family.
- 22.7 The production of a medical certificate or other evidence of illness may be required.
- 22.8 Sickness during paid leave: When sickness occurs during paid leave, such as annual or long service leave, the leave may be debited against the sick leave entitlement, (except where the sickness occurs during leave following the relinquishment of office) provided that:
- 22.9 The period of sick leave is more than three days and a medical certificate is produced.
- 22.10 In cases where the period of sickness extends beyond the approved period of annual or long service leave, approval will also be given to debiting the portion, which occurred within the annual leave or long service leave period, against sick leave entitlement, provided the conditions in 22.9 above apply.
- 22.11 Annual leave or long service leave may not be split to allow periods of illness of three days or less to be taken as sick leave.
- 22.12 During periods of leave without pay, sick leave entitlements will not continue to accrue.
- 22.13 Where an employee has a consistent pattern of short term Sick Leave, or where those absences are more than 10 working days/shifts or more in a year, then the employee's situation may be reviewed in line with the DHB's policy and Sick Leave practices. The focus of the review will be to assist the employee in establishing practical arrangements to recover from sickness or injury.
- 22.14 An employee can accumulate their entitlement up to a maximum of 260 days. Any unused entitlement can be carried over.

## **23.0 BEREAVEMENT/TANGIHANGA LEAVE**

For all employees the following provision shall apply for bereavement leave for death in New Zealand or overseas:

- 23.1 An employer shall approve 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 taking into account travel time. This is inclusive of the Holidays Act provisions.
- 23.2 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 19.1. This provision will not apply if the employee is on leave without pay.
- 23.3 In granting time off therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner.
- 23.4 The employer agrees that upon application, it may be appropriate to grant leave without pay in order to accommodate various special leave needs not recognised in clause 19.1 above.

## **24.0 JURY AND WITNESS SERVICE LEAVE**

For all employees the following provision shall apply for jury/witness service leave:

- 24.1 Employees called on for jury service, or subpoenaed for witness duties are required to serve. Where the need is urgent, employers may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.
- 24.2 An employee called on for such service may elect to take annual leave, leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during an employee's off duty hours, the employee may retain any official court fees (and expenses paid).
- 24.3 Where leave on pay is granted, a certificate is to be given to the employee by the employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of fees and expenses paid. The employee is to pay the fees received to each DHB but may retain expenses.
- 24.4 Where leave on pay is granted, it is only in respect of time spent on such service, including reasonable travelling time. Any time during normal working hours when the Court does not require the employee, the employee is to report back to work where this is reasonable and practicable.
- 24.5 If the employee is required to attend court or similar institution to give evidence as a requirement of their employment the time incurred attending to such duties shall be treated as paid employment.

## **25.0 LEAVE TO ATTEND MEETINGS OF STATUTORY BOARDS AND COMMITTEES**

The employer shall grant leave on full pay at the request of the employee, to employees attending meetings of Boards or Committees convened by the Ministry of Health or the State Services Commission and of the governing body and the APEX Board provided that:

- a) the appointment to a DHB or Committee is by ministerial appointment; and
- b) any remuneration received for the period that paid leave was granted shall be paid to each DHB.

## **26.0 EMPLOYEE EDUCATION LEAVE**

The Employer shall grant Employment Relations Education leave in accordance with the Employment Relations Act 2000 for employees party to this agreement to attend courses authorised by APEX to facilitate the employees' education and training as employee representatives in the workplace. APEX shall send a copy of the programme for the course and the name of employees attending at least 21 consecutive days prior to the course commencing. The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.

## **27.0 PUBLIC HOLIDAYS**

27.1 The following days shall be observed as public holidays:

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

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

- (a) Where an employee is required to work that Saturday or Sunday the holiday shall, for that employee, be observed on that Saturday or Sunday and transfer of the observance will not occur. For the purposes of this clause an employee is deemed to have been required to work if they were rostered on, or on-call and actually called in to work. They are not deemed to have been required to work if they were on-call but not called back to work.
- (b) Where an employee is not required to work that Saturday or Sunday, observance of the holiday shall be transferred to the following Monday and/or Tuesday in accordance with the provisions of Sections 45 (1) (b) and (d) of the Holidays Act 2003.

- (c) Should a public holiday fall on a weekend, and an employee is required to work on both the public holiday and the week day to which the observance is transferred, the employee will be paid at their ordinary hourly rate of pay (T1) for the time worked on the weekday/transferred holiday. In a call-back situation, the callback rates identified in clause 8.0 shall apply. Only one alternative holiday will be granted in respect of each public holiday.
- 27.3 In order to maintain essential services, the employer may require an employee to work on a public holiday when the public holiday falls on a day which, but for it being a public holiday, would otherwise be a working day for the employee.
- 27.4 When employees are required to work on a public holiday as provided above they will be paid at double the ordinary hourly rate of pay (T2) for each hour worked and they shall be granted an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.
- 27.5 An employee who is required to be on call on a public holiday as provided above, but is not called in to work, shall be granted an alternative holiday, except where the public holiday falls on a Saturday or Sunday and its observance is transferred to a Monday or Tuesday which the employee also works. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.
- 27.6 Those employees who work a night shift which straddles a public holiday shall be paid at public holiday rates for those hours which occur on the public holiday and the applicable rates for the remainder of the shift. One alternative holiday shall apply in respect of each public holiday or part thereof worked.
- 27.7 Off duty day upon which the employee does not work:
- (a) Fulltime employees –  
For fulltime employees and where a public holiday, other than Waitangi Day and ANZAC Day when they fall on either a Saturday or Sunday, falls on the employee's rostered off duty day, the employee shall be granted an alternative holiday at a later date.
- In the event of Christmas Day, Boxing Day, New Year's Day or 2 January falling on either a Saturday or Sunday and a full time employee is rostered off duty on both that day and the weekday to which the observance is transferred, the employee shall only receive one alternative holiday in respect of each public holiday.
- (b) Part-time employees –  
Where a part-time employee's days of work are fixed, the employee shall only be entitled to public holiday provisions if the day would otherwise be a working day for that employee.
- Where a part-time employee's days are not fixed, the employee shall be entitled to public holiday provisions if they worked on the day of the week that the public holiday falls more than 40 % of the time over the last three months. Payment will be relevant daily pay.

27.8 Public holidays falling during leave:

- (a) Leave on pay  
When a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not debited against such leave.
- (b) Leave without pay  
An employee shall not be entitled to payment for a public holiday falling during a period of leave without pay (including sick or military leave without pay) unless the employee has worked during the fortnight ending on the day on which the holiday is observed.
- (c) Leave on reduced pay  
An employee, during a period on reduced pay, shall be paid at the relevant daily pay for public holidays falling during the period of such leave.

**28.0 PARENTAL LEAVE**

28.1 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 23), provided that where this clause 23 is more favourable to the employee, the provisions of this clause 23 shall prevail.

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

- a) in respect of every child born to them or their partner;
- b) in respect of every child up to and including five years of age, adopted by them or their partner;
- c) where two or more children are born at the same time or adopted within a one month period, for the purposes of these provisions the employee's entitlement shall be the same as if only one child had been born or adopted.

28.3 Length of Parental Leave:

- a) Parental leave of up to 12 months is to be granted to employees with at least one year's service at the time of commencing leave.
- 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.

28.4 In cases of adoption of children of less than five years of age, parental leave shall be granted in terms of 23.2 and 23.3 above, providing the intention to adopt is notified to the employer immediately following advice from the Department of Child, Youth and Family services to the adoptive applicants that they are considered suitable adoptive parents. Subsequent evidence of an approved adoption placement shall be provided to the employer's satisfaction.

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

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

28.7 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.

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

28.9 Job protection –

28.10 Subject to 28.13 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:

- a) at the equivalent salary, grading;
- b) at the same weekly hours of duty;
- c) in the same location or other location within reasonable commuting distance; and
- d) involving responsibilities broadly comparable to those experienced in the previous position.

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

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

28.13 Ability to Hold Position Open

28.14 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" (as contemplated in the Paid Parental Leave and Employment Protection Amendment Act 2002), the employer may fill the position on a permanent basis.

28.15 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 28.10 above) is not available, the employer may approve one of the following options:

- a) 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

- b) 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 parental leave as in 23.3 above for up to 12 months; or
  - c) 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 parental leave in terms of 23.3 above for up to 12 months: provided that, if a different position is accepted and within the period of parental leave in terms of 23.3, the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or
  - d) where parental leave in terms of 23.3 above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 29 of this contract.
- 28.16 If the employee declines the offer of appointment to the same or similar position in terms of clause 28.10 above, parental leave shall cease.
- 28.17 Where, for reasons pertaining to the pregnancy, an employee on medical advice and with the consent of the employer, elects to work reduced hours at any time prior to confinement, then the guaranteed proportion of full-time employment after parental leave shall be the same as that immediately prior to such enforced reduction in hours.
- 28.18 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.
- 28.19 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.
- 28.20 Paid Parental Leave – Where an employee takes parental leave under this clause 23, the employee shall be paid by the employer for a period of six weeks from the commencement of parental leave except that the employee shall be paid by the employer for a period of fourteen (14) weeks from the commencement of parental leave if the employee's parental leave commences from 1 October 2008 (inclusive). The payment shall be made at the commencement of the parental leave and shall be calculated at the base rate (pro rata if applicable) applicable to the employee for the six weeks immediately prior to commencement of parental leave and shall be less any parental leave payment received by or payable to the employee from public money under the Act.
- 28.21 Conditions relating to parental leave lump sum payments, childcare, childcare support payments, and re-appointment after absence due to childcare provisions shall continue to apply.

## **PART 5: TERMS OF EMPLOYMENT**

### **29.0 STOPWORK MEETINGS**

- 29.1 Subject to subsections 31.2 to 31.5 of this clause, each DHB shall allow every employee who is a member of APEX, 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 of the following 31st day of December).
- 29.2 APEX 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.
- 29.3 APEX shall make such arrangements with the employer as may be necessary to ensure that the DHB business is maintained during any meeting, including, where appropriate, an arrangement for sufficient employees to remain available during the meeting to enable each DHB operation to continue.
- 29.4 Work shall resume as soon as practicable after the meeting, but each DHB shall not be obliged to pay any employee for a period greater than two hours in respect of any meeting.
- 29.5 Only employees who actually attend an APEX meeting shall be entitled to pay in respect of that meeting and to that end APEX shall supply each DHB with a list of employees who attended and shall advise each DHB of the time the meeting finished.

### **30.0 STAFF SURPLUS AND EMPLOYMENT PROTECTION**

FOR EXISTING EMPLOYEES RECOGNITION OF PREVIOUS SERVICE FOR THE PURPOSE OF THIS CLAUSE WILL BE SERVICE THAT WAS RECOGNISED AS AT 1 JULY 2005.

- (a) When as a result of the restructuring of the whole, or any parts, of the employer's operations; either due to the reorganisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in subclause (d) below shall be invoked and agreed on a case by case basis.
- (b) "Where an employee's employment is being terminated by the DHB by reason of the DHB arranging another employer to provide the services previously provided via the employee the provisions of Schedule 1B subclause 19 of the Employment Relations Act (the Act) apply, the new provider of services will be advised that a continuation of current terms and conditions of employment for those staff electing to be employed by the new provider is required under the Act. The provisions of the Act also require the new employer, under certain circumstances, to offer employment to the affected staff.



Nothing in this agreement shall require the employer to pay compensation for redundancy to the employee if:

(i) The person acquiring the business or the part being sold or transferred –

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

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

(ii) 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:

(1) any service related conditions; and

(2) any conditions relating to redundancy; and

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

(iii) 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:

(1) in the same capacity as that in which the employee was employed by the DHB; or

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

(c) Notification of a staffing surplus shall be advised to the affected employees and their union/representatives at least one month prior to the date of giving notice of the position required to be discharged to the affected employee. This date may

be varied by agreement between the parties. During this period, the employer and employee, who can elect to involve their representative, will meet to agree on the option most appropriate to the circumstances. Where employees are to be relocated, at least three months' notice shall be given to employees, provided that in any situation, a lesser period of notice may be mutually agreed between the employee and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

(d) The following information shall be made available to the employee organisation representatives in respect of affected employees they represent:

(i) the location/s of proposed surplus

(ii) the total number of proposed surplus employees

(iii) the date by which the surplus needs to be discharged

(iv) the positions, grading and names of the affected employees

(v) availability of alternative positions in the DHB.

On request the employee organisation representative will be supplied with relevant additional information where available.

- (e) Options - The following are the options to be applied in staff surplus situations:
- (i) reconfirmed in position
  - (ii) attrition
  - (iii) redeployment
  - (iv) leave without pay
  - (v) enhanced early retirement
  - (vi) retraining
  - (vii) severance.

Option (i) will preclude employees from access to other options. The aim will be to minimise the use of Severance.

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

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

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

(i) Where the new job is at a lower salary, an equalisation allowance will be paid to preserve the salary of the employee at the rate paid in the old job at the time of redeployment. The salary can be preserved in the following ways by the employer:

(1) 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

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

(ii) 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.

(iii) The redeployment may involve employees undertaking some on-the-job training.

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

- (j) Retraining -

(i) 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.

(k) Enhanced early retirement –

(i) Employees are eligible if they are within 10 years of retirement and have a minimum of ten years' total aggregated service as follows (excl BOP):

(1) For employees who were employed by the Employer from the dates specified in the following DHBs:

Lakes, as at 30 June 1995

Waikato, 30 June 1992

Counties, 1 July 1992

Waitemata, 31 July 1999

Whanganui, 1 October 1997

MidCentral 1 February 1994

BOP, are not included in enhanced early retirement provisions.

Service which was recognised under their previous collective employment agreement shall continue to be recognised for the remainder of their current continuous service, except that in the event of any such employee leaving the employ of the employer and then recommencing employment at a later date, the provisions of sub-clause (a) above shall apply.

(2) A break in service of one month or less shall not break the continuity of service -

But excludes any service with any of the above services or with any Board which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the above services or from any Boards.

(i) Membership of a superannuation scheme is not required for eligibility.

(ii) The provisions of the retiring gratuities shall be retained as they currently exist in each DHB.

- (1) 8.33 per cent of basic salary (T1 rate only) for the preceding 12 months in lieu of notice. This payment is regardless of length of service; and
- (2) 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
- (3) 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
- (4) where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

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

- (5) If the employee has ten or more years' service, the full retiring gratuity set out in the scale within the Retiring Gratuities schedule shall be paid.
- (6) outstanding annual leave and long service leave may be separately cashed up.

(l) Severance - Payment will be made in accordance with the following:

(i) "Service" for the purposes of this subclause (l) means

(a) For new employees joining the DHB or its predecessor after:

<b>DHB</b>	<b>Date</b>
Waikato DHB	30 June 1992

service from the date of joining the DHB or its predecessor.

(b) For employees who were employed by the Employer prior to the dates in the table immediately above, service which was recognised under their previous collective employment contract (agreement) shall continue to be recognised for the remainder of their current continuous service, except that in the event of any such employee leaving the employ of the employer and then recommencing employment at a later date, the provisions of sub-clause (a) above shall apply.

- (c) A break in service of one month or less shall not break the continuity of service -

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

- (ii) 8.33 per cent of basic salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment is regardless of length of service; and
  - (iii) 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
  - (iv) 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
- (v) 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.

Outstanding annual leave and long service leave may be separately cashed up.

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

- (o) Counselling - Counselling for affected employees and family will be made available as necessary.

### **31.0 DEDUCTION OF APEX MEMBERSHIP FEES**

The employer shall deduct APEX fees from the wages/salaries of employees when authorised in writing by members. Fees so deducted will be forwarded to APEX. APEX shall provide to the employer upon request, a list of members on a quarterly basis. The employer shall provide APEX upon request, on a quarterly basis, lists of employees (APEX members) covered by this agreement specifying, also, occupations and workplaces.

## **PART 6: OTHER PROVISIONS**

### **32.0 ACCIDENTS**

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 being required), the employer is to provide or arrange for the necessary transport, pay all reasonable expenses for meals and lodging incurred by or on behalf of the employee during the period s/he is transported, and claim reimbursement from ACC.

### **34.0 SAVINGS CLAUSE**

Except as specifically varied by this Agreement, and except as further varied by way of the variations clause as specifically identified and agreed between the parties, nothing in this Agreement shall operate so as to reduce the wages and conditions of employment applying to any employee at the date of this Agreement coming into force.

### **35.0 EMPLOYEES TRANSFERRING FROM INDIVIDUAL EMPLOYMENT AGREEMENTS TO THIS AGREEMENT**

Where an employee on an individual employment agreement elects to be bound by this Collective Agreement (by virtue of coverage and union membership), their previous terms and conditions of employment shall no longer apply unless otherwise agreed in writing between that employee and their employer.

### **36.0 APEX REPRESENTATIVES RIGHT OF ENTRY**

The authorised APEX representative shall with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises for the purpose of interviewing any employee(s), enforcing the agreement on behalf of any employee(s) covered by this agreement and any other lawful act, but not so as to interfere unreasonably with the business of each DHB.

### **37.0 DELEGATE FACILITIES**

The Parties to this Agreement recognise the important role delegates play in providing support to union members, participating in union activities including consultative forums, negotiations and generally in a communicating role.

To enable delegates to effectively carry out their roles, each DHB will allow them reasonable time off work on pay during working hours. Prior approval shall be obtained from the manager concerned and such approval shall not be unreasonably withheld.

## **38.0 TERMINATION OF EMPLOYMENT**

In the absence of specific written agreement between the employer and employee, four weeks' notice of resignation or dismissal shall be given by the employee or the employer, except in cases of misconduct where an employee may be subject to instant dismissal. This provision does not restrict or impair the statutory powers of the employer to appoint or dismiss.

## **39.0 EMPLOYMENT RELATIONSHIP PROBLEMS**

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

### **39.1 Definitions**

An "employment relationship problem" includes

- (i) A personal grievance;
- (ii) A dispute;
- (iii) Any other problem relating to or arising out of the employment relationship but does not include any problem with negotiating new terms and conditions of employment.

### **39.2 A "personal grievance" means a claim that an employee**

- (i) Has been unjustifiably dismissed; or
- (ii) Has had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the employer; or
- (iii) Has been discriminated against in his/her employment; or
- (iv) Has been sexually harassed in his/her employment; or
- (v) Has been racially harassed in his/her employment; or
- (vi) Has been subjected to duress in relation to union membership.

NOTE: The terms used in this clause have precise legal meanings, which are in the Employment Relations Act. Employees who believe they have a personal grievance should seek the advice of their delegate or Union.

### **39.3 A "dispute" is a disagreement over the interpretation, operation or application of an employment agreement.**

### **39.4 Time limit on raising personal grievance**

An employee who believes he/she has a personal grievance must make the employer aware of the grievance within 90 days of the grievance arising (or of the employee becoming aware that he/she has a grievance).

### **39.5 Raising employment relationship problems**

An employment relationship problem should be raised and discussed with the employee's manager as soon as possible.

The employee is entitled to seek advice and assistance from a union representative in raising and discussing the problem.

The employee, employer and union will try in good faith to resolve the problem without the need for further intervention.

**39.6 Mediation**

If the problem is not resolved by discussion, any party may (without undue delay) seek the assistance of the mediation services provided by the Department of Labour.

All parties must co-operate in good faith with the mediator in a further effort to resolve the problem.

Mediation is confidential and, if it does not resolve the problem, is without prejudice to the parties' positions.

Any settlement of the problem signed by the mediator will be final and binding.

**39.7 Employment Relations Authority**

If the problem is not resolved by mediation, it may be referred to the Employment Relations Authority for investigation and determination.

NOTE: The powers of the Employment Relations Authority, and the remedies it may award, are set out in detail in the Employment Relations Act 2000.

**40.0 TERM OF AGREEMENT**

This Agreement shall be deemed to have come into force on \_\_\_\_\_ 2015 and continue in force until \_\_\_\_\_.





## Schedule A

### SCALE OF MAXIMUM GRATUITIES (Gratuity Scale where applicable)

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.