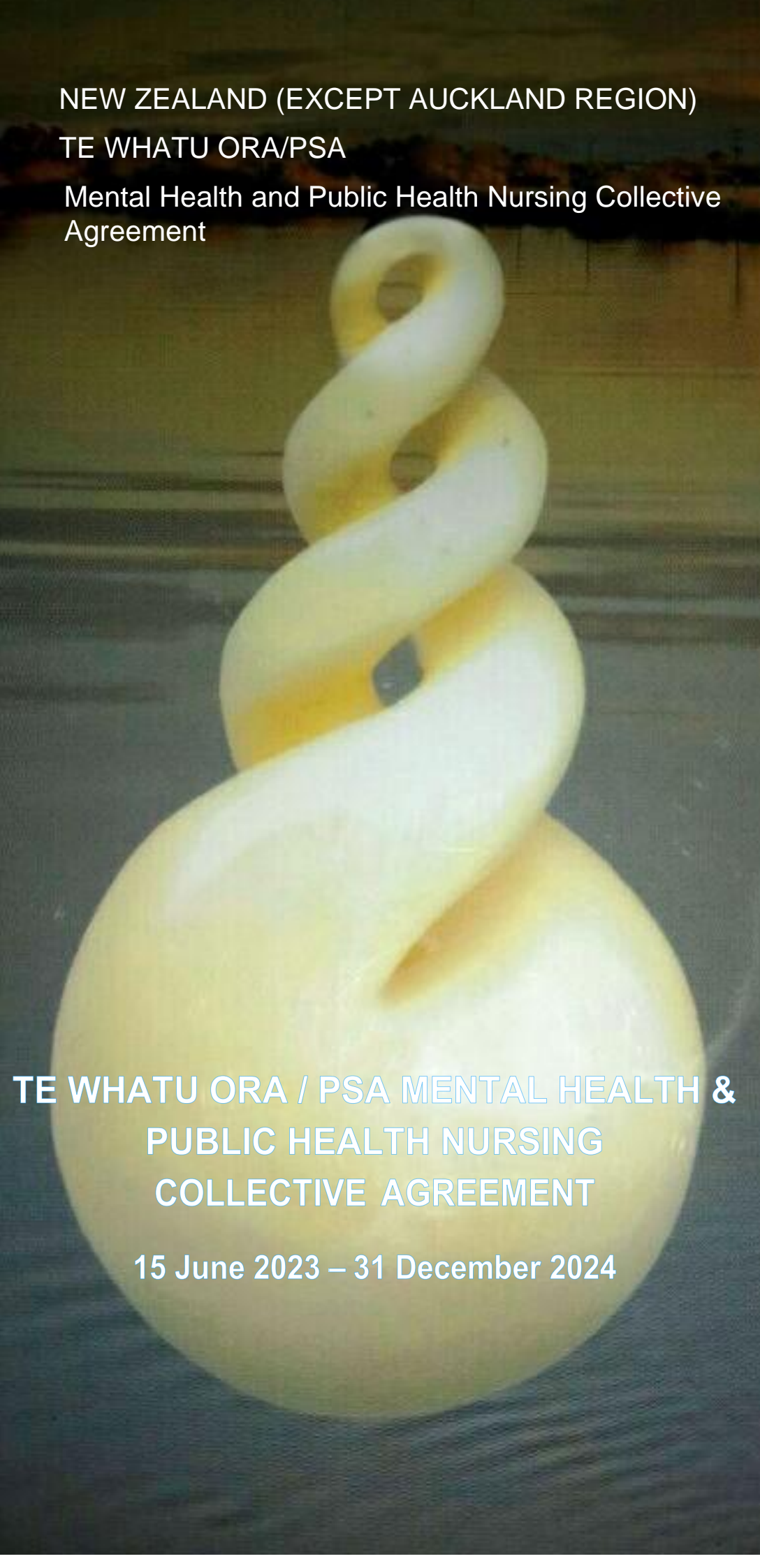


NEW ZEALAND (EXCEPT AUCKLAND REGION)

TE WHATU ORA/PSA

Mental Health and Public Health Nursing Collective Agreement



TE WHATU ORA / PSA MENTAL HEALTH &  
PUBLIC HEALTH NURSING  
COLLECTIVE AGREEMENT

15 June 2023 – 31 December 2024

Mauri mahi, mahi ora.  
Industry begets prosperity.

### He Mihi:

E ngā mana, e ngā reo, e ngā  
karangarangatanga maha,  
Tēnā koutou, tēnā koutou,  
tēnā koutou katoa.  
No reira, nau mai haere mai,  
whakatau mai.

Greetings to all, and you who have  
contributed to this work.

### He Whakatauākī:

*Ehara taku toa i te toa takitahi,  
engari he toa takitini*

*“Success is not the work of  
one but the work of many”*

Attributed to Ngāti Kahungunu

The pikorua is a traditional Māori pendant of friendship and growth.  
The watermark depicts two new shoots growing together, the joining  
of two cultures.

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## TE TIRITI O WAITANGI

- (a) Te Whatu Ora and the PSA acknowledge the importance of Te Tiriti o Waitangi as the constitutional basis of the relationship between Māori and the Crown, and the unique status of Māori as tangata whenua of Aotearoa/New Zealand.
- (b) Te Whatu Ora and the PSA are committed to implementing Te Tiriti o Waitangi between Māori and the Crown and will promote and enable an understanding of the principles and their implementation in the workplace.
- (c) The parties' obligations include:
  - i. developing a good understanding of the needs and aspirations of whānau, hapū, iwi and Māori communities, including through building awareness of the aims of He Korowai Oranga - the Māori Health Strategy and the Māori Health Action Plan.
  - ii. developing the capability (skills, knowledge, and behaviour) required to engage meaningfully with Māori.
  - iii. developing, in a supportive environment, knowledge of Te Tiriti o Waitangi and Te Ao Māori and how this applies in the context of the work we do and the communities we serve.
  - iv. enabling all employees to gain an understanding of the responsibilities and obligations of Te Tiriti o Waitangi and be able to demonstrate this in our workplace.
  - v. encouraging the development in, and the promotion of, Te Reo Māori.
- (d) The DHBs and PSA members acknowledge their respective responsibilities and commitments to the clauses above

### PARTNERSHIP FOR QUALITY

Reserve this and update with new engagement forum. NBAG to Kāhui Kōkiri and HSRA to He Ara Tapatahi.

## 1 PARTIES

In accordance with the Employment Relations Act 2000 this collective agreement is made between Te Whatu Ora (hereinafter referred to as 'the employer') and New Zealand Public Service Association Incorporated (hereinafter referred to as 'the PSA' or 'the union') and will apply to the Te Whatu Ora regions listed below:

Bay of Plenty District, Canterbury District, Capital and Coast District, Hawke's Bay District, Hutt Valley District, District MidCentral District, Nelson Marlborough District, Northland District, Southern District, Tairāwhiti District, Taranaki District, Waikato District, Wairarapa District, West Coast District, and Whanganui District.

Any clause or term of this Agreement that refers to specific terms and conditions that apply to any of the previous DHBs will transfer to the geographical area within Te Whatu Ora and recognises the former DHB boundaries that existed prior to Te Whatu Ora being established for such transference and shall become the location specific terms and conditions.

## 2 COVERAGE

This is a collective agreement (CA) and is made pursuant to the Employment Relations Act 2000. This CA shall apply to all employees who are members of the PSA and who are employed by the Te Whatu Ora districts party to this CA, as listed in clause 1., in the Mental Health Intellectual Disability or Public Health services in the following positions:

- (a) Enrolled Nurses
- (b) Nurse Practitioners
- (c) Mental Health Assistants (including Psychiatric Assistants, all Health Care Assistants and Support Workers working within a Mental Health setting and working under the direction of registered nurses)
- (d) Registered Nurses
- (e) Designated Senior Nurses

Any other employees substantially employed in one of the above positions who may from time to time use an alternative title.

### **Exclusions**

The following positions or their equivalent shall be excluded from the coverage of this CA:

- (a) Directors of Nursing
- (b) Assistant/Associate Directors of Nursing
- (c) Professional Nurse Advisors or equivalent (e.g., Nurse Leader)
- (d) Mental Health at MidCentral, Taranaki and Wairarapa, and Hutt Valley except the crisis team in the Hutt Valley who are covered.
- (e) Southland Mental Health Nurses

This CA shall apply to job classifications listed above and is not intended to expand coverage beyond those positions.

## 3 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 with no expectation of ongoing employment. Casual agreements shall not be used to deny staff security of employment. The employer reserves the right however, to employ casual employees where necessary to meet the demands of service delivery.

**Current Continuous Service** means current continuous service with the employer and its predecessors (District Health Boards, Hospital and Health Services, Crown Health Enterprises, Regional Health Authorities, Health Funding Authority, Area Health Boards and Hospital Boards), except where otherwise defined in the applicable clause. From 11 August 2008 service shall not be deemed to be broken by an absence of less than three months. However, where the employee remains engaged on nursing related work or study whilst absent, the period of three months shall extend to twelve months. This period of absence does not count as service for the purpose of attaining a service-related entitlement.

**Duty/shift** means a single, continuous period of work required to be given by an employee, excluding overtime, on-call, and call-back. A duty shall be defined by a starting and finishing time. Duties shall be



morning (AM), afternoon (PM) duties or night duties. When a major part of a duty falls on a particular day the whole duty shall be regarded as being worked on that day.

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

**Employer** means Te Whatu Ora employing the particular employee.

**Fixed term employee** as defined by Sec. 66 of the Employment Relations Act 2000 means a full time or part time employee who is employed for a specific limited term for a specified project or situation or, for example, to replace an employee on parental leave or long-term accident or sickness. There is no expectation of ongoing employment. Fixed-term agreements shall not be used to deny staff security of employment.

**Full time employee** means an employee who works not less than the ordinary or normal working hours set under the hours of work clause in this Agreement.

**Fortnight** means the 14 days commencing midnight Sunday/Monday. When the major part of a shift falls on a particular day the whole shift shall be regarded as being worked on that day.

**May** - The use of the term “may” within any Clause indicates discretionary application. In applying discretion, the employer will consider the application of the clause in respect of an employee on a case-by-case basis. Where the employer declines the application of the Clause, the employer shall, where requested, provide to the employee, in writing, the decision and the reason(s).

**Normal/Ordinary hourly rate of pay** - for 40 hours per week workers shall be 1/2086, correct to three decimal places of a dollar of the yearly rate of salary payable.

**Normal/Ordinary pay** means the annual salaries provided for in this Agreement. For part time employees, the annual salary shall be pro-rated.

**Normal/Ordinary hours** means 80 hours per fortnight.

**Part time employee** means an employee, who works less than the ordinary or normal hours set out in the hours of work clause. Any wages and benefits other than leave provided under the Holidays Act; will be pro rata according to the hours worked unless specifically stated otherwise in this Agreement.

**Penal rate** is the rate of pay for time worked (other than overtime) within ordinary hours of work during times specified in the applicable clause.

**Permanent employee** means all employees other than those on a fixed term contract or employed as a casual.

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

**Substantially** means engaged in a particular job for more than 50% of the time during any one week.

## **4 EXISTING EMPLOYEES ON INDIVIDUAL EMPLOYMENT AGREEMENTS**

Where the employee joins the PSA, and their position is covered by this Agreement that employee's term and conditions of employment shall be those contained in this CA unless otherwise subsequently agreed between the parties. However, no agreement applying to an individual can be less than that what is provided for in this CA. The employer recognises that the employee has an entitlement to seek advice from the PSA in this regard.

## **5 NEW EMPLOYEES**

5.1 New employees who are members of the PSA and whose position is covered by CA shall be bound by this agreement

5.2 Where a majority of the employees under the coverage clause of this agreement are PSA members new employees who are not members of the PSA shall be offered an Individual Agreement based on the terms and conditions of this CA for the first 30 days of their employment. At the conclusion of this 30-day period, the employee may elect to join the PSA and by doing so shall be bound by this collective agreement or remain on an individual agreement if they do not join the PSA.

5.3 Where a majority of the employees under the coverage clause of this agreement are PSA member's new employees shall, in the first instance, be offered the opportunity to become a member of the PSA. The new employee shall from the date of becoming a union member, be entitled to all the benefits, and be bound by all of the obligations under this agreement.

5.4 The employer as a part of the appointment process shall, provide new employees, PSA membership forms and recruitment materials where such membership forms and recruitment materials are supplied to the employer by the PSA.

## **6 VARIATION TO COLLECTIVE AGREEMENTS**

This Agreement may be varied in writing by the signed agreement between the employer and the PSA, subject to their respective ratification processes. Any variation will apply only to those employees directly affected. Employees are "directly affected" only if their terms of employment will be altered as a result of the proposed variation.

## **7 COMPLETENESS**

This Agreement supersedes all terms and conditions in previous agreements.

However, as significant changes have been made, it is acknowledged that certain terms and conditions may have inadvertently been omitted or included. This Agreement shall not operate so as to deprive employees of a benefit that was omitted in error. Nor shall it operate so as to provide an employee a benefit that was inadvertently included.

Should the PSA identify wording or numbers which they believe has been inadvertently omitted, they will bring it to the attention of the Employers Advocate in the national office.

Should the employer or the Employers Advocate identify wording or numbers which they believe has been inadvertently included, they will bring it to the attention of the PSA national office.

The parties will then meet to work this through with a view to correcting any unintended omissions or inclusions.

## **8 NON-WAIVER UNDERSTANDING**

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

## **9 TERM OF DOCUMENT**

The term of the CA is from 1 April 2023 to 31 December 2024 and comes into force on 1 April 2023.

## **10 HOURS OF WORK**

### **10.1 Statement of Intent**

The employer recognises the need for staff to balance their work life with their recreational and home life and is committed to active participation in the management of workloads and working time that achieves staff and management goals, and results in realistic work expectations. Employers and the PSA recognise that a degree of stress is a part of the modern workplace. The employer makes a commitment to working with employees to develop policies and practices that attempt to minimise the negative impact stress has on employees lives and that workloads are reasonable and able to be achieved within the employee's rostered hours of work.

Nothing in this document is intended to vary existing hours of work arrangements except by consultation between parties.

### **10.2 The Week**

The week shall start and end at midnight each Sunday. When the major part of a duty falls on a particular day, the whole duty shall be regarded as being worked on that day. This provision does not relate to remuneration but only to rostering conventions for days off.

### **10.3 Ordinary Hours of Work**

Unless otherwise specified the ordinary hours of work shall be either:

- (a) 80 hours in each 2-week period (14 days), worked as not more than 10 duties, provided that for rostered shift work the ordinary hours of work may average 40 hours per week during a period of up to 7 weeks, or the applicable roster period, whichever is the lesser; or
- (b) 80 hours in each 2-week period (14 days), worked as not more than 10 duties between 0600 and 2000 hours, Monday to Friday,
- (c) Except for overtime, no employee shall work more than 7 consecutive duties before a day(s) off, provided that an alternative arrangement may be implemented by agreement between the employer and a majority (measured in full-time equivalents) of the directly affected employees.
- (d) The ordinary hours of work for a single duty shall be up to a maximum of 10 hours.
- (e) A duty shall be continuous except for the meal periods and rest breaks provided for in this agreement.
- (f) Except for overtime, and except where an alternative arrangement is operating, each employee shall have a minimum of 4 days off during each 2-week period (14 days).

#### **10.4 Rosters**

- (a) The Health and Safety at Work Act 2015 section 36 requires the employer to take all practical steps to prevent harm occurring to employees from the way work is organised.
- (b) Therefore, in designing and implementing shift rosters to meet service needs, the employer shall ensure the disruption, personal health effects and fatigue associated with shift work are minimised for the group of workers involved. Roster templates and changes to roster templates shall be jointly developed and reviewed by the employer, representatives of affected employees and the PSA.
- (c) Where an employee is required to start and/or finish work at changing times of the day and/or on changing days of the week, then a roster shall be produced.
- (d) The roster period shall be 4 weeks (28 days) or greater, except that it may be less for services where unpredictable service demands make this impracticable.
- (e) Rosters shall be notified to the employees involved at least 3 weeks (21 days) prior to commencement of the roster period, except that the minimum period of notification for roster periods of less than 4 weeks shall be 2 weeks (14 days). Less notice may be given in exceptional circumstances.
- (f) Single days off shall be avoided as a routine rostering device, and there shall be no more than 1 single day off for an employee during a 4-week period.
- (g) Employees may change duties with one another with the prior approval of the employer.
- (h) For employees working on 4 & 2 roster the roster cycle shall be for a 6-week period of 4 days on duty followed by 2 days off duty.

- (i) Refer to Appendix 9 for individual DHB 4 and 2 rostering provisions.

## **10.5 Minimum Breaks**

- (a) A break of at least 9 continuous hours must be provided wherever possible between any 2 qualifying periods of work. Except that if a 10-hour duty has been worked then a break of 12 continuous hours must be provided wherever possible.
- b) The qualifying periods of work for the purposes of this clause are:
  - i. A duty, including any overtime worked either as an extension or as a separate duty, or;
  - ii. Call-back where 8 hours or more are worked continuously.
- c) If a call-back of less than a continuous 8-hour period is worked between 2 other qualifying periods of work, a break of 9 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.
- (d) If a break of at least 9 continuous hours –or 12 – cannot be provided between qualifying periods of work, the period of work is to be regarded as continuous until a break of at least 9 or 12 continuous hours is taken and it shall be paid at the overtime rate.
- (e) Time spent off duty during ordinary hours of work solely to obtain a 9 – or 12 – hour break shall be paid at the normal hourly rate of pay. Any absence after the ninth – or twelfth – continuous hour of such a break, if it occurs during ordinary hours of work, shall be treated as a normal absence from duty.

## **10.6 Additional Provisions for Employees working Alternative Rosters**

In specific instances, i.e., shifts of longer or variable lengths, the ordinary hours for a fulltime employee are able to be averaged over a roster cycle of greater than 1 fortnight e.g.: an employee who works 12-hour shifts may work 120 hours over a 3-week roster and be considered to be fulltime. No employee shall be required to work more than a 12-hour rostered shift.

- (a) Alternative hours of work may be implemented by agreement between the employer, the employees directly affected and the PSA. Such agreement shall be in writing and signed by the representatives of the parties.
- (b) Every employee shall have 2 periods of at least 24 hours off duty each week, and except in the case of emergencies or by agreement, these shall be consecutive. These off-duty periods may fall separately no more than once every 4 weeks for the following reasons:
  - At the request of the employee, or
  - To facilitate rostering
- (c) No employee working 10 hours per rostered shift shall work more than 5 consecutive duties. Where 5 consecutive 10-hour duties are worked the employee must then have a minimum of 3 consecutive 24-hour periods off duty.

- (d) No employee working 12 hours per rostered shift shall work more than 4 consecutive duties. Where 4 consecutive 12-hour duties are worked, by agreement with the employee, then the employee must then have a minimum of 4 consecutive 24-hour periods off duty. It is recognised that 3 consecutive 12 hours shifts are the preferred maximum. Where 3 consecutive 12-hour shifts are worked the employee must have a minimum of 3 consecutive 24-hour periods off duty.
- (e) Meal Breaks and rest periods shall be observed in accordance with clause 11.0. In addition, an employee who works a 12-hour shift shall be allowed 2 meal breaks, one paid and one unpaid, each of not less than half an hour. The second meal break is to be taken after having worked 8 hours of the shift. Such meal breaks shall be arranged so as to be spaced as near as possible at equal intervals.
- (f) Minimum breaks between duties: Refer clause 10.5
- (g) Overtime - the following payments shall apply:
  - i. 10-hour shifts: 1 and 1.5 the normal/ordinary hourly rate of pay (T1.5) after 10 hours for the 11th hour, then double the normal/ordinary hourly rate of pay (T2) for all hours worked thereafter;
  - ii. 12-hour shifts: double the normal/ordinary hourly rate of pay (T2) for all hours worked in excess of a rostered 12-hour shift;
  - iii. For those fulltime employees working 12-hour shifts, overtime shall apply after 120 hours averaged over 3 weeks (Refer Clause 14.3).
- (h) Annual Leave / Sick Leave: each day of annual leave or sick leave shall be calculated and paid according to the number of hours rostered to work on the day of such leave.

### **10.7 Hours of Work Requirements**

- (a) The employer shall document the hours of work requirements for each position for which an employee, other than a casual employee, has been engaged or is for the time being fulfilling. The written hours of work requirements shall be provided to the employee.
- (b) Hours of work requirements shall comply with all of the provisions of clause 10.3 of this agreement (“hours of work”).
- (c) Hours of work requirements shall reflect actual hours of work and shall be specified in terms of:
  - i. The times of the day for which an employee is required to be available for the ordinary duty hours of work and
  - ii. The days of the week for which an employee is required to be available for the ordinary weekly hours of work, and
  - iii. Any overtime or on-call requirements or opportunities.

### **10.8 Flexible Work**

The parties support the Public Service Commission/Te Kawa Mataaho’s “flexible by default” principles:

- IF NOT, WHY NOT - All roles are treated as flexible unless there is a genuine business reason for a role not to be. Flexibility is equally available to women, men, and gender-diverse employees, irrespective of the reason for wanting it. Working flexibly will not undermine career progression or pay.
- WORKS FOR THE ROLE - Every role should be suitable for some form of flexibility but not every type of flexibility will work for every role. Genuine business reasons may mean that some types of flexibility cannot be implemented for some roles.
- WORKS FOR AGENCIES AND TEAMS - Flexible working should not be viewed as something which is just agreed between an employee and manager. This means that the impact of flexible arrangements should be considered on teams, and the agency as a whole.
- REQUIRES GIVE AND TAKE - Flexibility requires give and take between the employee, manager, and team. It also places collective obligations on employees, managers, and teams to be open and adaptable so that it works for everyone.
- MUTUALLY BENEFICIAL - Flexible working needs to work for the agency, teams, and employees. Consideration should be given to how flexible work arrangements can maintain or enhance service delivery and the performance of the agencies, teams, and employees. It should not result in increased workloads for employees working flexibly, or for other team members who are not.
- ACTIVELY CHAMPIONED BY LEADERS - Leader's support, champion and role model flexible working for their teams and themselves.

## 10.9 Changing Time

Where an employee is required by the employer to wear a particular uniform or set of clothing on duty and it is not permitted by the employer to wear that uniform/clothing other than within the precincts of the workplace, the employer shall be allowed a period of 6 minutes, both at the start and end of each duty, as changing time.

## 10.10 Variation of Hours of Work Requirements

- (a) Emergencies  
The employer may require variations to hours of work requirements to meet the needs of emergencies.
- (b) Occasional variations  
Occasional variations to the times of day and/or days of week to meet service requirements shall be by agreement between the employer and the directly affected employee(s).
- (c) Long term / permanent changes to hours of work requirements  
Except as provided for above, where the employer requires an employee to change their hours of work requirements to meet service needs, then a minimum of 12 weeks prior notice of the change shall be given for the purpose of reaching written agreement between the employee and the employer. Such agreement shall not be

unreasonably withheld. A shorter period of notice than 12 weeks may be applied by agreement. The employee's representative shall also be advised of the notice of the change at the same time as the employee.

- (d) No employee shall be discriminated against for not agreeing to change their hours of work requirement. This does not prevent the Management of Change process applying. There will be circumstances/situations where the management of change provisions will be the more appropriate way of proceeding with approved changes in hours.

### **10.11 Otago Public Health Nurses 37.5 hours Public Health Nurses**

The ordinary hours of work for a fulltime employee shall not exceed 75 in each fortnight, 6.00 a.m. to 8.30 p.m. Monday to Friday and shall not be less than 7 and 1/2 hours and not more than 10 in any one duty. Rosters are not to include duties of varying lengths in any one block (between days off) except one in a cycle to obtain an exact average of 80 hours per fortnight.

## **11 MEAL BREAKS AND REST PERIODS**

- (a) The employer undertakes to stress to operational managers the need for staff to be able to take an adequate meal break during their working day, and their responsibility to ensure that this happens to the best of their ability.
- (b) Casual staff are entitled to meal breaks and payments for such breaks as apply equally to permanent staff.
- (c) Except when required for urgent or emergency work and except as provided in (e) below, no employee shall be required to work for more than 5 hours continuously without being allowed a meal break of a minimum of half an hour.
- (d) 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.
- (e) Except where provided for in (c) above, an employee unable to take a meal after 5 hours duty shall be paid at time-half rate (T0.5) in addition to normal/ordinary rate of pay from the expiry of 5 hours until the time when a meal can be taken.
- (f) Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.
- (g) During the meal break or rest breaks prescribed above, free tea, coffee, milk, and sugar shall be supplied by the employer. Where it is impractical to supply tea, coffee, milk, and sugar free of charge, an allowance in lieu shall be paid as follows:
  - a. Northland - \$1.25 per week
  - b. Tairāwhiti - \$1.31 per week
  - c. Lakes, Waikato, Bay of Plenty - \$3.50 per day
  - d. Hawke's Bay - \$1.26
- (h) Payment shall continue during all periods of leave except leave without pay.



## 12 SALARIES

### 12.1 Salary Scale for Registered Nurses

Registered Nurses	RONZ MECA rates - September 2021	PE Rates from 7 March 2022	1 April 2023	1 April 2024
Step 8 on previous Community nurse scale	\$ 89,512	\$99,630	\$103,630	\$106,739
Step 7 community nurse	\$84,793			
Step 7 registered nurse	\$ 83,186			
Step 6 community nurse	\$83,243	\$96,728	\$100,728	\$103,750
Step 6	\$ 80,932			
Step 5	\$ 78,745	\$93,912	\$97,912	\$100,849
Step 4	\$ 71,452	\$84,523	\$88,523	\$91,179
Step 3	\$ 67,938	\$79,999	\$83,999	\$86,519
Step 2	\$ 64,291	\$75,304	\$79,304	\$81,683
Step 1 (New Graduate)	\$ 59,834	\$69,566	\$73,566	\$75,773

All salary steps are annual automatic and PDRP is accessible at any step.

For the purposes of placement on the appropriate step on the registered nurse salary grade, service in the position being filled, shall be recognised on the basis of one salary step per year of experience up to the maximum automatic step for the salary grade. For example:

Two years' experience as a registered nurse would be placed on step 3.

A registered nurse who was previously paid on the enrolled nurse salary scale shall be appointed no lower than their Enrolled Nurse salary of the registered nurse scale when they qualify as a registered nurse.

## 12.2 Salary Scale for Enrolled Nurses

Enrolled Nurses	RONZ MECA rates - September 2021	Pay Equity Rates from 7 March 2022	1 April 2023	1 April 2024
Step 5 (new)	n/a	\$76,921	\$ 80,921	\$ 83,349
Step 4	\$62,847	\$74,509	\$ 78,509	\$ 80,864
Step 3	\$61,185	\$72,095	\$ 76,095	\$ 78,378
Step 2	\$57,133	\$66,859	\$ 70,859	\$ 72,985
Step 1	\$54,432	\$63,898	\$ 67,898	\$ 69,934

All salary steps are annual automatic and PDRP is accessible at any step.

For the purposes of placement on the appropriate step on the enrolled nurse salary grade, service in the position being filled, shall be recognised on the basis of one salary step per year of experience up to the maximum automatic step for the salary grade. For example:

Two years' experience as an enrolled nurse would be placed on step 3.

## 12.3 Salary Scale for Mental Health Assistants

Mental Health Assistants	RONZ MECA rates - September 2021	Pay Equity Rates from 7 March 2022	1 April 2023	1 April 2024
Step 5	\$60,610	\$68,274	\$ 72,274	\$74,442
Step 4	\$59,014	\$66,285	\$ 70,285	\$72,394
Step 3	\$55,705	\$62,164	\$ 66,164	\$68,164
Step 2	\$51,921	\$57,450	\$ 61,450	\$63,450
Step 1	\$48,368	\$53,024	\$ 57,024	\$59,024

All salary steps are annual automatic.

For the purposes of placement on the appropriate step on the mental health assistant salary grade, service in the position being filled, shall be recognised on the basis of one salary step per year of experience up to the maximum automatic step for the salary grade. A mental health assistant with 3 years' experience would be placed of step 4. In addition, other work experience that is deemed relevant in determining starting salary placement is as follows:

- a) Experience as a corrections officer for work in acute and forensic services
- b) Experience in mental health in the NGO sector
- c) Experience in aged care dementia units
- d) Experience in youth work

In recognition of the importance of ongoing development for Mental Health Assistants an employee who achieves merit criteria will receive an allowance as long as s/he maintains those criteria. This allowance shall be added to the base rate of pay and be payable on all hours worked and shall attract penal rates and overtime.

The rates of allowances are as follows:

Merit 1                \$1,000 p.a.  
 Merit 2                \$2,000 p.a.

#### 12.4 Salary Scale for Senior Designated Nurses

Designated Senior Nurse Salary Scales	RONZ MECA rates - September 2021	Pay Equity Rates from 7 March 2022	1 April 2023	1 April 2024
Grade 1	\$92,687	\$105,704	\$ 110,704	\$114,025
(Formerly grade 3)	\$96,030			
	\$102,178	\$112,907	\$ 117,907	\$121,444
Grade 2	\$97,699	\$107,660	\$ 112,660	\$116,040
(Formerly grade 4)	\$101,041	\$111,575	\$ 116,575	\$120,072
	\$107,341	\$118,955	\$ 123,955	\$127,674
Grade 3	\$102,710	\$113,530	\$ 118,530	\$122,086
(Formerly grade 5)	\$106,056	\$117,450	\$ 122,450	\$126,124
	\$112,503	\$125,002	\$ 130,002	\$133,902
Grade 4	\$106,056	\$117,450	\$ 122,450	\$126,124
(Formerly grade 6)	\$109,396	\$121,363	\$ 126,363	\$130,154
	\$115,946	\$129,036	\$ 134,036	\$138,057
Grade 5	\$109,396	\$121,363	\$ 126,363	\$130,154
(Formerly grade 7)	\$112,738	\$125,278	\$ 130,278	\$134,186
	\$118,189	\$131,664	\$ 136,664	\$140,764
Grade 6	\$114,916	\$127,830	\$132,830	\$136,815
(Formerly grade 8)	\$120,826	\$134,753	\$139,753	\$143,946

	\$126,738	\$141,679	\$146,679	\$151,079
	\$136,453	\$153,060	\$158,060	\$162,802

Progression within the steps of Grade 1 is annual automatic. Progression within the steps of Grades 2-6 shall be annually on the basis of satisfactory performance. PDRP allowances are not available on the senior designated salary scale.

There is no progression between grades. Movement to another Grade shall only occur with a change in position.

### Appointment to Senior Mental Health & Public Health Nurse Scale

The employer will determine the salary grade for the position taking into regard the:

- scope of the position
- roles and responsibilities of the position

The employer will compare jobs of substantially similar responsibilities that have been through the job sizing process and place them on a grade that reflects that position which may be the same position already sized.

**Progression:** Movement through each step in the Nurse Practitioner scale shall, subject to satisfactory performance, be on the annual anniversary date of appointment to the Nurse Practitioner position.

### 12.5 Salary Scale for Nurse Practitioners

Nurse Practitioners	MECA Rates September 2021	Pay Equity Rates from 7 March 2022	15 March 2023	15 March 2024
Grade 6	\$114,916	\$127,830	\$ 132,830	\$136,815
(Formerly grade 8)	\$120,826	\$134,753	\$ 139,753	\$143,946
	\$126,738	\$141,679	\$ 146,679	\$151,079
	\$136,453	\$153,060	\$ 158,060	\$162,802

## 13 ADDITIONAL MATTERS RELATING TO SALARY

### 13.1 Salary Increments while on Study Leave

Employees on full-time study leave with or without pay shall continue to receive annual increments.

## **13.2 Satisfactory Performance**

- 13.2.1** Movement within the salary scales shall be by automatic annual increment, except for those positions where advancement through the grades is denoted as annual subject to satisfactory performance, which will be assumed to be the case unless the employee is otherwise advised.
- 13.2.2** The individual will be advised as soon as possible and the appropriate performance management process will be followed.
- 13.2.3** Where an employee is advised that they shall not be receiving their increment, the employee may seek a review of the decision through their Manager's Manager.

## **14 OVERTIME AND PENAL TIME**

### **14.1 Eligibility Restricted For Designated Senior Positions**

This clause shall apply to all employees except that for Senior Nurses / Practitioners, overtime and penal rates will only apply as outlined in (a) and (b) below:

- (a) Penal – Payment of weekend and night 'penal' rates shall be payable where Senior Nurses/Practitioners, are required to work shifts and rosters or have approval to work weekends or nights on a regular basis in order to fulfil the requirements of the Job Description.
- (b) Overtime shall be payable to Senior Nurses/Practitioners only in the following circumstances:
  - i. Where the appropriate manager is satisfied that the additional time worked is necessary because of an emergency or other special circumstances; and
  - ii. Where the salary does not already incorporate a payment for overtime/penal time hours.

### **14.2 Overtime Authorisation and Conditions**

- (a) Overtime or "time off in lieu" requires authorisation by the employee's manager.
- (b) Equivalent time off for work performed outside normal hours may be granted in lieu of authorised overtime by agreement between the employee and the manager concerned. In the event that agreement is not reached, Overtime rates shall be paid.
- (c) Normal hourly rate of pay – The normal hourly rate shall be one two thousand and eighty-sixth part (1/2086), correct to three decimal places of a dollar of the yearly rate of salary payable.
- (d) Conditions in which overtime is payable, or time off in lieu is credited are as follows:
  - i. The minimum break conditions of this agreement are not met or
  - ii. Time worked in excess of 8 hours per day or the rostered duty whichever is the greater or

- iii. The work hours exceed 80 hours per fortnight or the ordinary fortnightly hours, whichever is the greater.

### **14.3 Overtime Rates**

- 14.3.1** Overtime worked on any day (other than a public holiday) from midnight Sunday/Monday to midnight on the following Friday shall be paid at 1 and 1.5 the normal/ordinary hourly rate of pay (T1.5) for the first 3 hours and at double the normal/ordinary hourly rate of pay (T2) thereafter.
- 14.3.2** Overtime worked from 2200 0600 Sunday to Friday, or from midnight Friday to midnight Sunday/Monday, or on a public holiday shall be calculated at double the ordinary rate of pay.
- 14.3.3** No employee shall be required to work for more than 12 consecutive hours where their normal shift is of 8 or 10 hours' duration.

### **14.4 Overtime on Public Holidays**

- 14.4.1** Overtime worked on a public holiday shall be paid at double the normal/ordinary hourly rate of pay (T2). In addition, the employee shall be granted an alternative holiday in accordance with the provisions of the Holidays Act 2003.

### **14.5 Payment of Overtime in relation to Authorised Absence from Duty**

- 14.5.1** For calculating the qualifying period for the payment of overtime employees absent from duty if on sick leave, annual leave, or other authorised paid leave shall be regarded as having worked all the hours they were rostered for on that particular day.

### **14.6 Penal Rates**

- 14.6.1** Weekend rate – applies to ordinary time (other than overtime) worked after midnight Friday/Saturday until midnight Sunday/Monday shall be paid at time-half rate (T0.5) in addition to the ordinary hourly rate of pay.
- 14.6.2** Public Holiday rate – applies to those hours which are worked on the public holiday. This shall be paid at normal/ordinary rates of pay (T1) in addition to ordinary hourly rate of pay. (See Clause 20 Public Holidays for further clarification.).
- 14.6.3** Night rate – applies to ordinary hours of duty (other than overtime) that fall between 2000 and completion of shift from midnight Sunday/Monday to midnight Friday/Saturday and shall be paid at quarter time (T0.25) in addition to the normal/ordinary hourly rate of pay but not in addition to any overtime rate.
- 14.6.4** Overtime and weekend/public holiday or night rates shall not be paid in respect of the same hours, the higher rate will apply.
- 14.6.5** For Nelson-Marlborough penal rates see Appendix 13.

## 15 ON CALL AND CALL BACKS

For all employees, the following shall apply for call backs:

### 15.1 Call Back

Employees will be paid based on overtime rates for a minimum of 3 hours, or actual working and travelling time, whichever is the greater if they:

- (a) Are called back to work after completing their day's work, and having left their place of work, or
- (b) Are called back before the normal time of starting work, and do not continue until the normal start time.

Note:

- i. Call backs starting and finishing within the minimum period covered by an earlier call back shall not be paid for.
- ii. Call back commencing before and continuing beyond the end of a minimum period for a previous call back will be treated as if the employee had worked continuously from the beginning of the previous call back to the end of the later call back.
- iii. If a call back of less than a full shift is worked between 2 periods of duty of a full shift or more, the employee will be entitled to a break of 9 continuous hours either before or after the call back.

### 15.2 On Call Allowance

- (a) For all employees, the following shall apply for On Call Allowance.

Where an employee is instructed to be on call during normal off duty hours an on-call allowance of \$8.00 per hours will be paid except on Public Holidays when the payment will be \$10.00 per hour.

- (b) Telephone On Call arrangements

Due to variation of practice and need across Districts, services and workforces, the parties have agreed it is not desirable to have a single national approach to telephone on call arrangement. Local arrangements may be developed to respond to the issues of telephone on call, recognising the differing service contexts of such arrangements. Any such agreements should be recorded in writing. Transport for Call-Back Duty

### 15.3 Transport for Call-Back Duty

Where an employee who does not reside in the employer's accommodation is called back to work outside the employee's normal hours of duty in respect of work which could not be foreseen or prearranged, the employer shall either:

- (a) Provide the employee with transport from the employee's place of residence to the workplace and to the place of residence from the workplace; or

- (b) Reimburse the employee the actual and reasonable travelling expenses incurred in travelling from the employee's place of residence to the workplace or from the workplace to the employee's place of residence or both travelling to and from the workplace as per Clause 20.

## 16 MEAL ALLOWANCE

An employee who works a qualifying shift of 8 hours or more and who is required to work more than one hour beyond the end of the shift (excluding any break for a meal) shall be paid a meal allowance of \$7.95 or, at the option of the employer, be provided a meal.

## 17 HIGHER DUTIES ALLOWANCE

- 17.1 A higher duties allowance shall be paid to an employee who at the request of the employer is substantially performing the duties and carrying the responsibilities of a position or grade higher than the employee's own.
- 17.2 Where an employee performs the duties of the higher position for more than 5 consecutive days, the allowance payable shall be the difference between the current salary of the employee acting in the higher position, and the minimum salary the employee would receive if appointed to the higher position.
- 17.3 Except as provided for above, where an employee performs the duties and carries the responsibilities of a position higher than the employee's own on a shift-by-shift basis, that will be recognised by way of a \$24 per day allowance (provided a minimum of 8 consecutive hours of qualifying service is worked per day/shift).

It is recognised that on a day/shift basis, an employee performing these responsibilities may not fulfil all the substantive duties of a higher position.

## 18 SHIFT COORINDATOR ALLOWANCE

From 14 August 2023 an allowance of \$24 per shift will be payable to a registered nurse where:

- i. They are assigned to a shift coordinator role for their ward/department/team for the duration of the shift (excluding breaks). With that shift being a period of at least 8 hours.
- ii. They are not in a designated senior nurse position or receiving a higher duties or other allowance for the shift.
- iii. The shift coordinator duties include (but may not be limited to):
  - (a) Organising resourcing for the current and subsequent shifts
  - (b) Ensuring safe staffing information is collected and inputted appropriately.
  - (c) Supervision of staff.
  - (d) Overall responsibility for patient flow and coordination for the ward/department.
  - (e) Liaising with other wards and departments and duty management teams.



The allowance in this clause will not be paid where a designated senior nurse is already carrying-out the role and functions of shift coordination.

## 19 DULY AUTHORISED OFFICERS AND AUTHORISED OFFICERS

**19.1** Duly Authorised Officer means an employee appointed by the Director of Area Mental Health Services to undertake Duly Authorised Officer role and function as defined under S93 (Duly Authorised Officers) of the Mental Health (Compulsory Assessment and Treatment) Act 1992.

**19.2** Employees who are designated by the employer as Duly Authorised Officers shall receive an annual allowance (pro-rata for part time staff) payable fortnightly. Those employees already in receipt of a higher allowance as at 1 September 2021 will be entitled to continue to receive the higher allowance.

DHB	Per Annum Payment
Hutt Valley	\$2,500
Wairarapa	\$2,500
Midcentral	\$2,500 (See side letter for Mental Health Emergency Team DAO payments)
Taranaki	\$2,500
Hawke's Bay*	\$2,500
Bay of Plenty	\$2,500
Northland	\$2,500
Lakes	\$2,500
Waikato	\$2,500
Tairāwhiti	\$2,500
Whanganui	\$2,500
Nelson Marlborough	\$2,500
Southern	\$3,400
South Canterbury	\$3,400
Capital & Coast*	
- DAO's working Mon-Fri in the community	\$2,500
- DAO's working in Forensics	\$3,500
- DAO's working 24/7 rostered & rotating shifts in Crisis Team	\$5,177
Canterbury*	- See Appendix 10
West Coast*	- See Appendix 10

\* See Appendix 10 for DHB-specific provisions for Hawke's Bay, Canterbury, Capital and Coast and West Coast DHBs.

**19.3** Authorised Officer means an employee appointed to undertake the Authorised Officer role and function as defined in s91 (Authorised Officers) of the Substance Addiction

(Compulsory Assessment and Treatment) Act 2017.

- 19.4** Employees who are designated as Authorised Officers shall receive a \$2,500 annual allowance payable fortnightly. The allowance will be paid pro rata for part time staff. Those employees already in receipt of a higher allowance as at 1 September 2021 will be entitled to continue to receive the higher allowance.

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

- (a) Employees who are instructed by the employer to use their private motor vehicle on employer business shall be paid a motor vehicle allowance as promulgated from time to time by the Inland Revenue Department in terms of the agreed formula.
- (b) When employees are instructed to leave and return to their normal place of work on the same day on employer business, or to temporarily work elsewhere, they shall be reimbursed for actual and reasonable expenses.
- (c) In all other circumstances with the prior approval of the employer actual and reasonable expenses shall be reimbursed for those expenses being incurred while on business of the employer.

## **21 PUBLIC HOLIDAYS**

**21.1** The following days shall be observed as public holidays:

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

**21.2** The following shall apply to the observance of Waitangi Day, Anzac Day, 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 duty 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) If an employee is rostered on duty (i.e., does not apply to on-call work) on that Saturday or Sunday but does not work, they will be paid relevant daily pay for the day, and transfer of the observance will not occur.

NOTE: When the public holiday for the employee is observed on the Saturday or Sunday, the weekday is treated as a normal working day for that employee, subject only to the possible payment of weekend rates in accordance with clause 21.5 below.

- (c) 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) and Sections 45a (1)(b) of the Holidays Act 2003. For the purposes of this clause an employee is deemed NOT to have been required to work if they were NOT rostered on duty, or on-call, or were on-call but not called back to work.

**21.3** 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.

**21.4** When an employee works on a public holiday which would otherwise be a working day for the employee, they will be paid the rate as set out in clause 14.6.2 (T1) in addition to the ordinary rate of pay, 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.

**21.5** Should Christmas Day, Boxing Day, New Year's Day or 2 January fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 14.6.2 for time worked on the public holiday and then at weekend rates for the time worked on the corresponding weekday. Only one alternative holiday will be granted in respect of each public holiday.

**21.6** Should Waitangi Day or Anzac Day fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 14.6.2 for time worked on the public holiday and then at ordinary rates for the time worked on the Monday. Only one alternative holiday will be granted in respect of each public holiday.

**21.7** An employee who is on call on a public holiday 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 is required to work, in which case an alternative holiday shall be granted in respect to the transferred day only and taken and paid as specified in the Holidays Act 2003.

**21.8** 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.

**21.9** Off duty day upon which the employee does not work:

(a) Fulltime employees –

Where a public holiday, and the weekday to which the observance of a public holiday is transferred where applicable, are both rostered days off for an employee, they will be granted one alternative holiday in respect of the 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 3 months.

Payment will be relevant daily pay.

**21.10** 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. Payment shall be in accordance with the Holidays Act.

(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.

## 22 ANNUAL LEAVE

**22.1** Casual employees may be paid 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement should they meet the requirements of section 28 the Holidays Act.

**22.2** Employees will be entitled to 4 weeks annual leave paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause, except that on

completion of 5 years recognized current continuous service the employee shall be entitled to 5 weeks annual leave. For the purposes of this clause “current continuous service” shall be either any continuous service with Te Whatu Ora or its predecessors, which has not been broken by an absence of more than 3 months. However, where the employee remains engaged on nursing related work or study whilst absent, the period of 3 months shall extend to 12 months.

Refer to *Appendix 8, Letters of Intent* for specific DHB protected annual leave entitlements.

- 22.3** The term “leave year” means the year ending with the anniversary date of the employee’s appointment.
- 22.4** The employer may permit an employee to take annual leave in one or more periods.
- 22.5** The employer may permit all or part of the annual leave accruing in respect of a leave year to be postponed to the next following year but the annual leave entitlement at any one time shall not exceed the total of annual leave accruing in respect of 2 leave years.
- 22.6** Providing that where an employee is on continuous leave without pay due to illness or accident the employee will be permitted to take or accumulate leave for up to 2 years. After this an employee will not qualify for any further period of leave until duty is resumed.
- 22.7** When an employee ceases duty, salary shall be paid for accrued annual leave and the last day of service shall be the last day of duty.
- 22.8** Extended leave without pay at the end of the period of service which ends in a resignation or in termination of employment is excluded from previous service for crediting i.e., the effective date for deciding service is the last day actually on pay.
- 22.9** The provisions of the Parental Leave and Employment Protection Act 1987 shall apply in relation to annual leave when an employee takes a period of parental leave or returns to work from parental leave in accordance with Clause 25 of this Agreement.

NB: A “study award” for the purpose of this clause shall be deemed to be a full-time course of study at a tertiary educational institute, during which the employee is able to take advantage of the mid-term holidays available to other full-time students of that institute. It shall not include leave to attend organised classes, lectures, block courses or examinations required for the attainment of essential basic qualifications.

**22.10 Additional leave for Shift work:**

Employees who work rotating shift patterns or those who work qualifying shifts shall be entitled on completion of each 12 months of employment on shift work, up to an additional 5 days leave, based on the number of qualifying shifts worked. The entitlement will be calculated on the annual leave anniversary date.

Qualifying shifts are defined as a shift which involves at least 2 hours work performed outside the hours of 0800hrs – 1700hrs, excluding overtime.

The following additional leave is granted:

<b>Number of Qualifying Shifts Per Annum</b>	<b>Number of Days Additional Leave Per Annum</b>
121 or more	5
96 – 120	4
71 – 95	3
46 – 70	2
21 – 45	1

## **22.12 Additional leave for on call work:**

- 22.11.1** Effective from 1 July 2016, employees who do not work shift work as defined in clause 3 and who are required to participate in on call rosters, shall be granted 2 hours leave for each weekend day (or part thereof where the on-call period is 8 or more hours) they are required to be on call during normal off duty hours, up to a maximum of 3 days additional leave per annum.
- 22.11.2** Such leave will be paid at normal annual leave averages and is not accumulative.
- 22.11.3** Employees who work qualifying shifts under clause 21.11 are not entitled to leave under this clause.

## **23 SICK LEAVE**

The parties recognise that changes to the Holidays Act 2003 impact on the sick leave provisions in this Agreement, and where that is the case the Holidays Act 2003 applies. The parties agree that any leave provisions set out in this Agreement impacted by any such change may be varied by written agreement between PSA and Te Whatu Ora during the term.

- 23.1** On appointment, an employee shall be entitled to 10 working days leave for sick or domestic purposes during the first 12 months of employment, and an additional 10 working days for each subsequent 12-month period. Sick leave can be accumulated to a maximum of 260 days. In accordance with the Holidays Act up to 20 days will be paid at relevant daily pay where the employee carries over 10 days unused sick leave from the previous years' entitlement. Any other accrued sick leave will be paid at T1.
- 23.2** A medical certificate may be required to support the employee's claim.
- 23.3 Discretionary Leave**
  - 23.3.1** In the event an employee has no entitlement left, they may be granted an additional 10 days per annum. The employer recognises that discretionary sick and domestic leave is to ensure the provision of reasonable support to staff having to be absent from work where their entitlement is exhausted. The first 5 days of discretionary leave shall be approved on the same basis as leave under clause 23.1.

**23.3.2** In considering the next 5 days of leave under this clause the employer shall recognise that additional sick and domestic leave is to ensure the provision of reasonable support to staff having to be absent from work where their entitlement is exhausted. Requests should be considered at the closest possible level of delegation to the employee and in the quickest time possible, taking into account the following:

- The employee's length of service
- The employee's attendance record
- The consequences of not providing the leave
- Any unusual and/or extenuating circumstances.

**23.3.3** Reasons for a refusal to grant leave shall, when requested by the employee, be given in writing. Before refusing a request, the decision maker is expected to seek appropriate guidance.

**23.3.4** At the employer's discretion an employee may be granted further sick or domestic leave based on need and the employee's willingness to engage with the employer to manage wellness.

**23.3.5** Need shall be demonstrated by the following:

1. Nature of the illness or injury
2. Recommendations by the treating Physician
3. Willingness to engage with Occupational Health around the relevant issues.

These requests will be considered on a case-by-case basis with PSA consultation at member's request.

**23.4** Where an employee is suffering from a minor illness which could have a detrimental effect on the patients or other staff in the employer's care, the employer may, at its discretion, either:

- Place the employee on suitable alternative duties, or
- Direct the employee to take leave on full pay. Such leave shall not be a charge against the employee's sick and domestic leave entitlement.

## **23.5 Specified and Unspecified Sick Leave**

### **23.5.1** Specified

For employees on specified allocations current accumulated leave balances shall be retained.

### **23.5.2** Unspecified

Employees on an unspecified sick / domestic leave scheme shall have their sick leave move to the specified scheme contained in clauses 22.1 to 22.9 above. This change will occur from their next anniversary date after 11 August 2008.

At that time, they shall be credited an accumulated sick / domestic leave balance calculated as follows. For each year of service in the present District, the employee shall be credited with a nominal 10

days' leave (pro rata for part timers). From that amount they shall have deducted all sick and domestic leave used. The residue shall then become the available balance as at the date upon which clause 22 becomes applicable to that employee.

To determine the sick leave balance for staff moving from unspecified to specified model, the following shall apply:

- i. Determine the accumulated sick leave balance at the date the employee commenced entitlement to unspecified sick leave,
- ii. Add 10 days sick leave for each subsequent year of service, pro-rata for part timers,
- iii. Subtract any sick leave taken during the period of entitlement to the unspecified sick leave provision.

In the absence of an adequate historic record which precludes the above process, the calculation described above shall commence from 1 July 2001.

Where there is an obligation from the previous regional document to maintain records when moving from specified sick leave to unspecified sick leave DHBs need to go back to the date they moved to unspecified sick leave. Where records do not exist the PSA and the DHB will agree on a process to arrive at a translational balance.

**23.6** The provisions of this clause are inclusive of the provisions of the Holidays Act 2003.

**23.7** Domestic Leave as described in this clause is leave used when the employee must attend a dependent of the employee.

**23.8** 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.

**23.9** 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 dependent.

**23.10** The production of a medical certificate or other evidence of illness may be required.

**23.11 Sick leave 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:

**23.11.1** The period of sick leave is more than 3 days and a medical certificate is produced.

**23.11.2** 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 Clause 23.3 and 23.8 above apply.

**23.11.3** Annual leave or long service leave may not be split to allow periods of illness of 3 days or less to be taken.

**23.11.4** During periods of leave without pay, sick leave entitlements will not continue to accrue.

**23.12** 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.

### **23.13 Transport for injured employees**

**23.13.1** 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 to a hospital, (medical attention away from the residence not being required), the DHB is to provide or arrange for necessary transport, pay all reasonable expenses for meals and lodging, incurred on or on behalf of, the employee.

#### **23.13.2**

- i. Work-related Accidents – Where an employee is incapacitated as a result of a work accident, and that employee is on earnings related compensation, then the employer shall then supplement the employee's compensation by 20% of base salary during the period of incapacitation. This shall be debited against the employee's sick leave. The employer may agree to reimburse the employee for treatment and other expenses or for financial disadvantage incurred as a result of a work-related accident. This agreement will be on a case-by-case basis.
- ii. Work-related Assaults- Where an employee is incapacitated as a result of a workplace assault (including without limitation injuries suffered during restraint of a patient), and that employee is on earnings related compensation, then the employer will top up the ACC payments to 100% of normal/ordinary rate of pay during the period of incapacitation. This shall not be debited against the employee's sick leave. The employer will reimburse the employee for any costs incurred that are part charges for ACC agreed treatment and other associated ACC expenses.

**23.13.2** Non-work related Accidents – Where an employee is incapacitated as a result of a non-work related accident, and that employee is on earnings related compensation, then the employer shall then supplement the employee's compensation by 20% of base salary during the period of incapacitation. This shall be debited against

the employee's sick leave.

## 24 BEREAVEMENT/TANGIHANGA LEAVE

### 24.1 Where the employee suffers bereavement:

The employee's manager will approve bereavement leave on pay for the employee to discharge any obligation and/or to pay respects to a deceased person with whom they 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 employee may have a combination of leave-on-pay and leave-without-pay, with the leave-on-pay being at the employer's discretion. This will be addressed on a case-by-case basis.

### 24.2 Bereavement leave is also available for hura kōhatu /unveiling.

### 24.3 If bereavement occurs while the 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 Clause 23.1.1 above. This provision will not apply if the employee is on leave without pay.

### 24.4 In granting time off managers must administer these provisions in a culturally sensitive manner. Managers are encouraged to seek advice from their Māori or appropriate cultural advisor on the organisational response.

### 24.5 In granting time off, and for how long, the employer must take into account the following points:

- (a) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death.
- (b) The amount of time needed to discharge properly any responsibilities or obligations.
- (c) Reasonable travelling time should be allowed. For cases involving overseas travel payment may not cover the full period of travel.
- (d) A decision must be made as quickly as possible so that the employee is given the maximum time possible to make necessary arrangements. In most cases the approval will be given immediately but may be given retrospectively.
- (e) If paid special leave is not appropriate then annual leave or leave without pay should be granted, but as a last resort.

### 24.6 Payment for bereavement leave will be as follows:

- (a) On the death of an immediate family member employees are entitled for up to 3 days of bereavement leave to be paid at relevant daily pay. Where more

than 3 days of bereavement leave on pay is approved, payment will be made at normal/ordinary rates of pay (T1 rates).

- (b) On the death of a person with whom the employee has a close association, employees are entitled to 1 day of bereavement leave to be paid at relevant daily pay. Where more than 1 day of bereavement leave on pay is approved, payment will be made at normal/ordinary rates of pay (T1 rates).

## **25 LONG SERVICE LEAVE**

- 25.1** Long Service leave of 1 week shall be accumulated by the employee for each 5 years of current continuous service.
- 25.2** Long Service leave will be paid for each week of leave on the same basis as annual leave in accordance with the Holidays Act 2003. Wherever practicable long service leave is to be taken in periods of not less than a week.
- 25.3** Current continuous service shall be recognised for the purposes of long service leave.
- 25.4** For employees with a grandparented and ongoing long service leave schemes, the following shall apply. The employee shall accrue the entitlement in accordance with the above clause, with their service being deemed to commence, for the purpose of this calculation, on the date service was previously deemed to commence under the grandparented scheme. Any long service leave actually taken, shall be deducted from that entitlement and the residue shall become the remaining entitlement. The remaining entitlement shall be added to any further accrual, with the leave being taken in accordance with the clause above.
- 25.5** In the event of the death of an employee who was eligible for long service leave but did not take the leave, any monies due will be paid to the deceased estate.
- 25.6** Leave without pay in excess of 3 months taken on any one occasion will not be included in the 5-year qualifying period, with the exception of parental leave.
- 25.7** Those employees who are not covered by a grandparented or ongoing scheme for the purpose of this clause shall have their service commence effective from 1<sup>st</sup> July 2005 or the commencement date if later.
- 25.8** The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment.

## **26 PARENTAL LEAVE**

### **26.1 Statement of Intent**

- (a) The parties acknowledge the following provisions are to protect the rights of employees during pregnancy and on their return to employment following parental leave.

- (b) Parental leave is leave without pay.

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:

- (c) in respect of every child born to them or their partner;
- (d) in respect of every child up to and including 6 years of age, adopted by them or their partner;
- (e) where two or more children are born or adopted at the same time, for the purposes of these provisions the employee's entitlement shall be the same as if only 1 child had been born or adopted.

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

## **26.2 Entitlement**

- (a) Parental leave of up to 12 months is to be granted to employees with at least 1 years' service at the time of commencing leave.
- (b) Parental leave of up to 6 months is to be granted to employees with less than 1 years' 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.

**26.3** In case of adoption of children of less than 6 years of age, parental leave shall be granted in terms of clause 25.2 and 25.3 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.

Note: Whāngai arrangements are included as primary care placements for the purposes of this clause.

**26.4** Employees intending to take parental leave are required to give at least 1 months' 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.

**26.5** The commencement of leave shall be in accordance with the provisions of the Parental Leave and Employment Protection Act 2002.

**26.6** Employees absent on parental leave are required to give at least 1 months' 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.

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

**26.8** The period of absence for the purpose of parental leave shall be recognised towards service-based entitlements, such as, annual leave, sick leave, salary increments, long service leave, retiring gratuities and redundancy entitlements.

### **26.9 Job protection**

- (a) Subject to (c) and (d) 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:
- at the equivalent salary, grading;
  - at the equivalent weekly hours of duty;
  - in the same location or other location within reasonable commuting distance; and
  - involving responsibilities broadly comparable to those experienced in the previous position.
- (b) Where applicable, employees shall continue to be awarded increments when their incremental date falls during absence on parental leave.
- (c) The employer must, as a first preference, hold the employee's position open or fill it temporarily until the employee's return from parental leave. In the event that the employee's position is a "key position" (as defined in the Paid Parental Leave and Employment Protection Amendment Act 2002), the employer may fill the position on a permanent basis.
- (d) 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 (a) above} is not available, the employer may approve one of the following options:
- 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
  - an offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in the first bullet point above for up to 12 months; or
  - the appointment of the employee to a different position in the same

location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of the first bullet point above for up to 12 months, provided that, if a different position is accepted and within the period of extended parental leave in terms of the first bullet point above, the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or

- where extended parental leave in terms of the first bullet point above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 38 of this Agreement.

**26.9.1** If the employee declines the offer of appointment to the same or similar position in terms of sub clause 25.10(a) above, parental leave shall cease.

**26.9.2** 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.

**26.9.3** An employee returning from parental leave may request the employer to vary the proportion of full-time employment from that which applied before the leave was taken. The granting of such a request shall be at the discretion of the employer.

**26.9.4** 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.

**26.9.5** 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 their rights and obligations of either the employee or the employer under this clause.

## **26.10 Paid Parental Leave -**

Where an employee takes parental leave under this clause, meets the eligibility criteria in 25.2 (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full-time) for a period of up to 14 weeks.

The payment shall be made at the commencement of the parental leave and shall be calculated at the base rate (pro rata if appropriate) applicable to the employee for the 6 weeks immediately prior to commencement of parental leave.

The payment shall be made only in respect of the period for which the employee is on parental leave and in receipt of the statutory payment if this is less than 14 weeks

Where 26.3 applies and both partners are employed by the DHB, the paid parental leave top up will be made to only one employee, being the employee who has primary care of the child.

## **26.11 Reappointment after Absence Due to Childcare**

- 26.11.1** Employees who resign to care for a dependent pre-school child or children are encouraged to apply to their former employer for a position which is substantially the same in character or comparable to the position previously held.
- 26.11.2** Parental leave is a distinct and separate entity from absence due to childcare.
- 26.11.3** Persons seeking reappointment under childcare provisions must apply to the former employer at least 3 months before the date on which they wish to resume duties.
- 26.11.4** The employer shall make every effort to find a suitable vacancy for eligible applicants as soon as their eligibility for re-entry is established. Appointment to a position may be made at any time after the original notification of intention to return to work, provided the appointee agrees.
- 26.11.5** Absence for childcare reasons will interrupt service but not break it.
- 26.11.6** The period of absence will not count as service for the purpose of sick leave, annual leave, retiring leave or gratuities, long service leave or any other leave entitlement.

## **27 JURY SERVICE/WITNESS LEAVE**

- 27.1** Employees called on for jury service are required to serve unless they would suffer hardship or they have childcare responsibilities. 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.
- 27.2** An employee called on for jury service may elect to take annual leave, leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during an employee's off duty hours, the employee may retain the juror's fees (and expenses paid).
- 27.3** Where leave on pay is granted the employee's normal pay for rostered work shall be paid by the employer, provided that the employee makes over the cheque for fees in favour of the employer. The employee is to pay the fees received to the employer but may retain the expenses.
- 27.4** Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the

employee is not required by the Court, the employee is to report back to work where this is reasonable and practicable

**27.5** Where the employee is called for jury service or witness service, they shall advise the employer as soon as practicable.

**27.6** Where the employee is required to be a witness in a matter arising out of their employment, they may be granted paid leave consistent with normal rostered duties. Such payment may be abated by way of other fee received by the employee.

## **28 FAMILY VIOLENCE SUPPORT**

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

Employees affected by family violence have rights under the Employment Relations Act 2000, Holidays Act 2003 (relating to Family Violence Leave (ss72A – 72)) and Human Rights Act 1993.

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

## **29 LEAVE WITHOUT PAY**

Leave without pay may be granted at the discretion of the employer.

## **30 SUPERANNUATION**

The provisions of the KiwiSaver Act 2006 and any subsequent amendments shall apply.

## **31 PROFESSIONAL TRAINING AND DEVELOPMENT**

### **31.1 Statement of Intent for Professional Development**

Professional development is a way of valuing staff and is essential to maintain a quality and efficient service. Staff maintaining and developing their roles is critical to the delivery of effective client care.

### **31.2 Learning and Development**

**31.2.1** The objective of this clause is:

(a) To ensure that the total spend on training and development is commensurate with other groups similar to those occupations covered by this CA.

(b) That existing provisions are protected.



(c) That PSA members are not disadvantaged compared to other employees whose entitlements continue during times of fiscal restraint.

- 31.2.2** Each District will develop, in consultation with PSA, a training and development plan covering PSA members. The plan will provide for training and development that is designed to meet the requirements of the employer and advance employee's individual skill and competence relevant to the service needs and complies with the Professional Development, Education & Training Leave clauses in this agreement. The District will ensure that it provides PSA information regarding sources of and access to funds/entitlements.
- 31.2.3** The PSA will establish elected delegate(s) at local District level as learning representatives to support and encourage individual uptake of appropriate learning & development opportunities and monitor the implementation of the training plan.
- 31.2.4** The provisions of clause 41.3 in relation to the recognition and support of delegates will apply to these positions.
- 31.2.4** The PSA and the DONs and other appropriate personnel will while developing the training and development plan also develop appropriate reporting mechanisms regarding uptake of training. The frequency of reporting will be determined by the parties.
- 31.2.4** The parties acknowledge that a range of professional development entitlements exist across the Districts and include consolidated funds, individual entitlements, and non-specified provisions. The grants, scholarships, reimbursement and leave practices in existence prior to 31st July 2007, as specified in the regional MECA's shall continue in place in Districts where they apply. (Refer to Appendix 5)
- 31.2.5** The allocation of Professional Development funds/study leave will be agreed prospectively wherever practicable and will be based on the principles of transparency, fairness, and consistency.
- 31.2.6** Participation in an annually agreed professional development plan is mutually beneficial. The plan must be:
1. Aligned with the employee's career goals.
  2. Where applicable, assist the employee to meet the regulatory requirements to maintain professional competence.
  3. Aligned with the strategic direction of the employer.
  4. Consistent with service plans.
  5. Contribute to improving the quality, effectiveness, and efficiency of health services.
- 31.2.7** The organisation's training and professional development processes shall:
1. Be clear to employees.
  2. Provide information and advice to employees regarding sources of and access to professional development funds/entitlements.

3. Require that the employee's professional development plan and activities be recorded.
4. Require that employees will share the knowledge and expertise gained from professional development plan and activities with colleagues.
5. The DHB and PSA will have an arrangement to ensure that the professional development process is equitable and transparent, consistency and fairness is maintained.

### **31.3 Professional Development Leave**

- 31.3.1** The employer shall grant professional development leave of at least 32 hours per calendar year for full time employees (pro-rated to no less than 8 hours per calendar year for part time employees) who are registered or enrolled Nurses. This leave is to enable employees to complete qualifications, to attend courses and to undertake research or projects that are relevant to the employer, and which facilitate the employee's growth and development. At least 8 hours per calendar year shall be available for Mental Health Assistants. Prior approval of the employer must be obtained.
- 31.3.2** Paid leave to meet organisational and service requirements, and those professional competency requirements not otherwise addressed in this clause, shall be granted in addition to the above provisions. The employer will meet any associated costs.
- 31.3.3** Professional development leave will be granted at T1 rate and shall not accumulate from 1 year to the next.
- 31.3.4** Any claim for expenses must be approved in advance and will be considered on a case-by-case basis.
- 31.3.5** Study days required for participation in the Nursing Advanced Choice of Employment (ACE) and New Entry to Speciality Practice (NESP) Programmes are in addition to those stated above.
- 31.3.6** Staff working on preparing a portfolio obtaining or maintaining skill levels associated with the Professional Development and Recognition Programme are entitled to additional leave in order to undertake research or study associated with meeting the PDRP requirements (as per clause 30.4.5 below).
- 31.3.7** Where professional development leave entitlements are provided elsewhere in this document and its appendices those entitlements will be inclusive of and not in addition to the entitlements provided in clause 30.3 above.

### **31.4 Professional Development and Recognition Allowance**

- 31.4.1** The rates of these allowances will be paid as an addition to the appropriate hourly rate and thereby attracting penal and overtime loadings), where they apply, will be as follows:

- 31.4.2** RN Expert \$4,500 p.a  
 RN Proficient \$3,000 p.a  
 Designated Senior Nurses are not entitled to this payment.

		2/7/18
EN Accomplished	\$4000p.a.	\$4,500 per annum
EN Proficient	\$2500p.a.	\$3,000 per annum

- 31.4.3** All employees who have or will attain a RN Expert level PORP on or before 1 October 2017 will continue to be paid the PDRP at the RN Expert rate of \$6,000 p.a. as long as they continue to maintain RN Expert level of practice. This will also apply to those employees who have submitted a portfolio before 1 October 2017 and then attain the RN Expert level subsequent to 1 October 2017. This grand-parented entitlement will transfer between Districts both internally and externally.

- 31.4.4** Huarahi Whakatū  
 The employer recognises Huarahi Whakatū Māori PDRP as a legitimate programme endorsed by the Nursing Council that supports the Māori Nursing workforce covered by this CA.

Puna Rahi	\$4,500
Puna Whakatau	\$3,000

Māori nurses who have previously completed their PDRP can transfer to Huarahi Whakatū if they wish to.

- 31.1.5** Employees working on preparing a portfolio, obtaining, or maintaining skill levels associated with the professional development recognition programme are entitled to additional leave in order to undertake research or study associated with meeting the PDRP requirements as follows:
- Proficient 1 day per annum
  - Expert/Accomplished 2 days per annum

Principles:

1. The employer will ensure the ongoing national consistency of PDRP's and transportability and the recognition of PDRP between District's.
2. PDRP shall be applied in a consistent manner.
3. The criteria for differentiating levels for each category of nurse and for progression shall be standard across the Districts and be based on demonstrated competence and skill acquisition.
4. The clinical career/workforce structure requires commitment to education and development of expertise. The employer will provide and facilitate such education.
5. No quotas or other in-built barriers will be established to limit the numbers at each level of the pathway. Progression through the

programmes shall be based solely on achievement of specified agreed criteria, e.g., for an expert RN post-registration and post-graduate education may be deemed to be equivalent.

6. When transferring either internally or externally, continuity of levels should occur with provision for the staff member to meet the competencies for the level in the new area within a negotiated period.
7. A staff member in a position which involves regular rotation between clinical areas shall maintain their level of practice and shall not be prevented from progressing if they apply for advancement.
8. A joint PSA/employer committee at each District will monitor the principles, to ensure a participative process is in place for developing the workforce structure and to make recommendations accordingly to the director of mental health nursing. These shall cover:
  - a. Any changes or processes necessary to further the programmes including education.
  - b. Ensuring that the programmes are managed consistently.
  - c. Assisting in the development and monitoring of the review process and/or implementation difficulties.
  - d. Ensuring appropriate training/information/support for all employees and managers involved in the programmes.
9. The director of mental health nursing shall consult with and report back to the committee on the implementation of recommendations made.
10. A review/appeals process will be included in any accompanying policy.

### **31.5 Nurse Practitioner Professional Development**

Nurse Practitioners shall be entitled to an annual \$5,000 Professional Development Allowance to support appropriate professional development opportunities. This Allowance may be accrued for up to 2 years (\$10,000). Such opportunities will be discussed between the Nurse Practitioner and their line manager. This Allowance is part of and not in addition to any other Professional Development Funding currently provided to Nurse Practitioners at Bay of Plenty DHB, Hawkes Bay DHB and Capital and Coast DHB where the annual Professional Development entitlement for Nurse Practitioners shall be \$6,000 per annum. At Hawkes Bay DHB, and West Coast DHB, the Professional Development entitlement shall accrue for up to 3 years.

### **31.6 Refund of Annual Practising Certificate and Certificate of Competency Fees**

Where an employee is required by law to hold an annual practising certificate in order to practice that profession with the Employer, the cost of the certificate shall be refunded to the employee provided that:

- a. It must be a statutory requirement that a current certificate be held for the performance of duties.
- b. The employee must be engaged in duties for which the holding of a certificate is a requirement.
- c. The employee must be a member of the particular occupational class to whom the requirement applies

- d. The employee shall receive full reimbursement of the cost of their practicing certificate less any reimbursement received from any other employer.

### **31.7 Professional Association Fees**

- 31.7.1** The employer will reimburse (on presentation of official receipts) the membership fee of one approved Professional Association per annum up to \$250 (or \$400 where the employer is West Coast DHB) if:
  - 31.7.2** The membership is directly relevant to the employee's duties and
  - 32.7.3** The Professional Association does not act as the Industrial representative/union advocate (as per the Employment Relations Act 2000) for its members. Where the Professional Association does become the industrial representative, the employer will no longer reimburse fees, and
  - 32.7.4** Reimbursement of Professional Association fees will be made on pro rata basis according to an employee's hours of work.

### **31.8 Professional Supervision**

The employer, in consultation with the professional advisor (or equivalent) will ensure professional supervision is available. Where supervision needs cannot be met within the organisation, external supervision may be approved.

## **32 INDEMNITY AND CORONIAL INQUEST SUPPORT**

- 32.1** The employer agrees to indemnify employees for legal liability for costs and expenses, including legal representation where required, in respect of claims, actions or proceedings brought against the employer and/or employees arising in respect of any:
  - Negligent act, or
  - Error, or
  - Omission

Whilst acting in the course of employment.

- 32.2** Employees will not be covered where such claim, action or proceeding:
  - Arises from any wilful or deliberate act, or
  - Is restricted solely to any disciplinary proceedings being taken by the governing professional association, or
  - Relates to activities undertaken by the employee that are outside the scope of the employment agreement with the employer, or
  - Relates to activities undertaken by the employee that are outside the scope of practice or the employee's position and/or profession.

- 32.3** Provided that any such reasonable costs or expenses are first discussed with the employer before they are incurred. If the employee or the employer identifies a conflict of interest, the employer will provide and pay for independent legal representation for both parties
- 32.4** In addition to the above, employees who are appearing at a coronial inquest, if required shall be provided support same as set out in clause 31.1 above

### **33 HEALTH & SAFETY**

- 33.1** The employer and employees shall comply with the provisions of the Health and Safety at Work Act 2015 and subsequent amendments. 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.
- 33.2** 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.
- 33.3** 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 appropriate person. It is a condition of employment that safety equipment and clothing required by the employer is to be worn or used and that safe working practices must be observed at all times.
- 33.4** Attention is also drawn to the employer's policies and procedures on health and safety.
- 33.5** The employer recognizes that to fulfil their function health and safety delegates require adequate training, time, and facilities.
- 33.6** The parties to the Agreement recognise that effective Health and Safety Committees are the appropriate means for providing consultative mechanisms on Health and Safety issues in the workplace.

#### **33.7 Workload Management**

- 33.7.1** Where Care Capacity Demand Management (CCDM) FTE calculations have not been agreed by the parties, PSA and local management will meet to agree the minimum numbers of safe staffing needed in each ward/service/workplace to provide safe and effective care to patients. The discussion should also consider the ratio of staff and skill mix, data available and any relevant benchmarks. This will follow the same endorsement process as FTE calculations for wards/departments fully implemented with CCDM, including annual reviews, through the local CCDM Data Councils and district CCDM Councils
- 33.7.2** Regular meetings (preferably once a month) will be held between the managers and PSA delegates at the unit level.

**33.7.3** Agreement should also be made at the unit/ level to ensure that where the acuity in a ward /or workloads in a community setting increases and staff and patients become unsafe additional staff can be brought in. The agreement should clearly specify who is responsible to make the call to increase staffing levels.

**33.7.4** Where additional staffing cannot be brought in the escalation process outlined in appendix 2 to reduce patient numbers in the ward or reduce the workloads in community settings, should be implemented.

## **34 UNIFORMS AND PROTECTIVE CLOTHING & EQUIPMENT**

### **34.1 Uniforms**

Where the employer requires an employee to wear a uniform it shall be provided free of charge and shall remain the property of the employer.

Uniforms will be provided and replaced on a fair wear and tear basis where required as per the employer's policy.

### **34.2 Protective Clothing and Safety Equipment.**

Protective clothing and safety equipment such as safety footwear and glasses will be provided where the nature of work requires it and to enable employees to perform their duties in a safe and appropriate manner. Where employees are required to purchase their own safety equipment, those employees shall be reimbursed the cost on production of receipt.

### **34.3 Damage to Personal Property.**

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

### **34.4 Clothing Allowance - Refer to Appendix 3.**

## **35 PAYMENT OF SALARY**

**35.1** Employees will be paid fortnightly in arrears by direct credit or cheque. The employer will use its best endeavours to pay employees no later than one working day prior to the weekend.

**35.2** Where employees have taken leave in advance of it becoming due and leaves the DHBs employment before the entitlement has accrued, the employer will deduct the amount owing in excess of entitlement from employees' final pay.

**35.3** Any monies agreed as being owed by employees to the employer upon termination will be deducted from employees' final pay.

## **36 ENDING EMPLOYMENT**

### **36.1 Notice Period**

- (a) 4 weeks written notice of termination of employment shall be given by either the employee or the employer, except in the case of serious misconduct where an employee may be summarily dismissed. The notice period may be varied by agreement between the employee and the employer.
- (b) The employer may pay an employee in lieu of notice, whether in whole or in part, without requiring the period of notice paid in lieu to be worked by the employee.
- (c) Where the employment is terminated by either the employee or the employer without the required notice period, that notice period shall be paid or forfeited as the case may require, except that in the case of termination of employment by summary dismissal, wages paid will be those due at date of termination only.
- (d) Upon the termination of employment, employees shall return to the employer all equipment and protective clothing belonging to the employer. Notwithstanding anything contained elsewhere in this Agreement, the employer may deduct the value of any such property not returned from any final payment owing.

### **36.2 Abandonment of Employment**

An employee absent from work for three consecutive working days without appropriate authorisation from the employer will be considered by the employer as having abandoned their employment, 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 3-day period of un-notified absence.

## **37 CONFIDENTIALITY/PUBLIC STATEMENTS**

- 37.1** In recognition of the rights and interests of the public in the health service employees reserve the right to enter into public debate over matters relevant to their professional expertise and experience.
- 37.2** If an employee is concerned about any issues regarding their practice, the practice of the employer, or other matters with respect to the operation of the employer, the parties agree that, in the first instance, the matter should be raised in-house as a matter of course with the appropriate manager, or the person responsible for Protected Disclosures.
- 37.3** If the concerned employee is not satisfied with the response given, then they may



speaking out on the issue of concern provided that they identify themselves as speaking as authorised by and on behalf of PSA. Before speaking out on the issues of concern, these comments are to be discussed with the employee's appropriate manager prior to release in order that the employer has the opportunity to discuss any effects which such comments might have on the employer's business.

- 37.4** Attention is drawn to the applicable DHB or employer Media Policy and the Privacy Act.

## **38 PREVENTION OF HARASSMENT AND VIOLENCE IN THE WORKPLACE**

- 38.1** Employees should refer in the first instance to the provisions and procedures specified in the employer's Harassment Policy. The employee's attention is also drawn to clause 42 Employment Relationship Problems. Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence, and other forms of intimidating behaviour. Guidelines for Supervisors and Guidelines for complainants are available from the human resources department.
- 38.2** Te Whatu Ora has a zero-tolerance policy regarding violence in the workplace, wherever it is, whatever form it takes, whomever it affects. We need to prevent violence before it starts, take immediate action when we see it, and report all incidents. All assaults will be investigated in line with Te Whatu Ora policy. The process should be seen not as one to apportion blame but to learn and improve systems. Te Whatu Ora will have a policy regarding lodging a police complaint where a staff member has been assaulted.
- 38.3** To give effectiveness to this, it is the joint responsibility of the employer and employees for training attendance and following the policies/processes put in place to maintain safety. Each workplace should have a sufficient number of Health and Safety representatives elected and trained.
- 38.4** In the term of this document, each unit should jointly develop and adopt a risk management plan to manage and reduce violence as part of the risk management strategy. The plan should identify additional resources available as required to manage patients and protect other patients and staff.
- 38.5** All assaults either physical or verbal should be entered in the Risk Management System. The register should be reviewed regularly at the delegate/ management meeting.

## **39 CONSULTATION, CO-OPERATION, AND MANAGEMENT OF CHANGE**

### **39.1 Statement of Intent**

- 39.1.1** For collective multi-District management of change processes refer Appendix 1.

- 39.1.2** It is recognised that ongoing changes are necessary to ensure the continuing quality of health services. These changes can be unsettling for staff.
- 39.1.3** The employer will consult when introducing change in order to seek solutions that consider the interests of the various groups involved. Information will be shared freely within the organisation and will be communicated in time for affected employees (and the PSA) to be involved in the consultative process.
- 39.1.4** All participants in the process have an equally valuable contribution to make to the process of managing change. A partnership in this process is highly desired.

## **39.2 Management of Change**

- 39.2.1** The parties to this collective agreement accept that change in the health service is necessary in order to ensure the efficient and effective delivery of health services. They recognise a mutual interest in ensuring that health services are provided efficiently and effectively, and that each has a contribution to make in this regard.
- 39.2.2** Regular consultation between the employer, its employees, and the union is essential on 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.
- 39.2.3** Therefore, the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters.
- 39.2.4** The employer accepts that employee delegates are a recognised channel of communication between the union and the employer in the workplace.
- 39.2.5** Prior to the commencement of any significant change to staffing, structure or work practices, the employers will identify and give reasonable notice to employees who may be affected and to the PSA to allow them to participate in the consultative process so as to allow substantive input.
- 39.2.6** Reasonable paid time off at ordinary time rates shall be allowed for employee delegates to attend meetings with management and consult with employees to discuss issues concerning management of change and staff surplus.
- 39.2.7** Prior approval of such meetings shall be obtained from the employer and such approval shall not be unreasonably withheld.
- 39.2.8** 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 mere prior notification.

- 39.2.9** 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. 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.
- 39.2.10** 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.
- 39.2.11** Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome. However, the final decision shall be the responsibility of the employer.
- 39.2.12** From time-to-time directives will be received from Government and other external bodies, or through legislative change. On such occasions, the consultation will be related to the implementation process of these directives.
- 39.2.13** The process of consultation for the management of change 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.

The above process shall be completed prior to the implementation of clause 39.3.

### **39.3 Staff Surplus**

- 39.3.1** When as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the re-organisation, 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 sub-clause 39.4 below shall be invoked and decided on a case by case basis in accordance with this clause.

**39.3.2** Notification of a staffing surplus shall be advised to the affected employees and their Union at least 1 month prior to the date of giving notice of severance to any 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 Union Representative, will meet to agree on the options appropriate to the circumstances. Where employees are to be relocated, at least 3 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).

**39.3.3** The following information shall be made available to the Union representatives:

- a. the location/s of proposed surplus
- b. the total number of proposed surplus employees
- c. the date by which the surplus needs to be discharged
- d. the positions, grading, names, and ages of the affected employees who are union members
- e. availability of alternative positions in the DHB.

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

## **39.4 Options**

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

- a. Reconfirmed in position
- b. Attrition
- c. Redeployment
- d. Retraining
- e. Severance

**39.4.2** Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in subclause 39.9 will be applied as a package.

## **39.5 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 candidate the position will be advertised with appointment made as per normal appointment procedures.

## **39.6 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.

## **39.7 Redeployment**

- 39.7.1** Employees may be redeployed to an alternative position for which they are appropriately trained (or training may be provided). Any transfer provisions will be negotiated on an actual and reasonable basis.
- 39.7.2** Where the new job is at a lower salary, an equalisation allowance will be paid to preserve the salary of the employee at the rate paid in the old job at the time of redeployment. The salary can be preserved in the following ways:
- i. lump sum to make up for the loss of basic pay for the next 2 years (this is not abated by any subsequent salary increases); or
  - ii. an ongoing allowance for 2 years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).
    - a. 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.
    - b. The redeployment may involve employees undertaking some on-the-job training.

## **39.8 Retraining**

- 39.8.1** Where a skill shortage is identified, the employer may offer a surplus employee retraining to meet that skill shortage with financial assistance up to the maintenance of full salary plus appropriate training expenses. It may not be practical to offer retraining to some employees identified as surplus. The employer needs to make decisions on the basis of cost, the availability of appropriate training schemes and the suitability of individuals for retraining.
- 39.8.2** If an employee is redeployed to a position which is similar to their previous one, any retraining may be minimal, taking the form of on-the-job training such as induction or in-service education. Where an employee is deployed to a new occupation or a dissimilar position the employer should consider such forms of retraining as in-service education, block courses or night courses at a technical institute, nursing/bridges programmes, etc...

## **39.9 Severance**

- 39.9.1** Payment will be made in accordance with the following:
- i. "service" for the purposes of this clause is included in Appendix 11 (Each Districts service clause will be included in the Appendices)
  - ii. One month notice or 8.33% of normal/ordinary rate of pay (T1

- rate only) for the preceding 12 months, in lieu of notice. This payment is regardless of length of service, and
  - iii. 12% of basic salary normal/ordinary rate of pay (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months service, and
  - iv. 4% of basic salary normal/ordinary rate of pay (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus 1, up to a maximum of 19, and
  - v. Where the period of total aggregated service is less than 20 years, 0.333% of normal/ordinary rate of pay (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.
- a. If the employee has 10 or more years' service, the full retiring gratuity as set out in the scale contained in Appendix 4 shall be paid.
  - b. Employees with less than 10 years' service, employed in those DHBs who have a retiring gratuity as prescribed in Appendix 4 and who are made redundant are entitled to the following:
    - i. Employees with not less than 8 years' service but less than 10 years' service shall be paid 2 weeks' normal/ordinary rate of pay (T1 rate only).
    - ii. Employees with not less than 5 years' service but less than 8 years' service shall be paid 1 week's normal/ordinary rate of pay (T1 rate only).

**39.9.2** Additional Payments will be made as follows:

- a. Payment of a retiring gratuity if applicable.
- b. Any outstanding annual leave and long service leave may be separately cashed up.

**39.9.3** Nothing in this agreement shall require the employer to pay compensation for redundancy whereas a result of restructuring, and following consultation, the employee's position is disestablished and the employee declines an offer of employment that is on terms that are:

- the same as, or no less favourable, than the employee's conditions of employment; and
- in the same capacity as that in which the employee was employed by the employer, or
- in any capacity in which the employee is willing to accept.

**39.10 Job Search**

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

### **39.11 Counselling**

Counselling for the employee and their family will be made available as necessary.

### **39.12 Change of Ownership**

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

- a. The person acquiring the business or the part being sold or transferred -
  - i. has offered the employee employment in the business or the part being sold or transferred; and
  - ii. has agreed to treat service with the employer as if it were service with that person and as if it were continuous; and
- b. The conditions of employment offered to the employee by the person acquiring the business or the part of the business being sold or transferred are the same as, or are no less favourable than, the employee's conditions of employment, including:
  - i. any service-related conditions; and
  - ii. any conditions relating to redundancy; and
  - iii. any conditions relating to superannuation - under the employment being terminated; and
- c. The offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either:
  - i. in the same capacity as that in which the employee was employed by the Employer, or
  - ii. in any capacity that the employee is willing to accept.
- d. Where the person acquiring the business does not offer the employee employment on the basis of a, b, and c above, the employee will have full access to the staff surplus provisions.

### **39.13 Employee Protection Provisions**

The parties acknowledge that Section 69M of the Employment Relations Act requires all collective agreements to contain provisions in relation to the protection of employees where their employer's business is restructured. It is agreed that these provisions exist within the current collective agreement or by virtue of the statutory provisions set out in Sections 19, 20 and 21 of Schedule 1B of the Employment Relations Act 2000.

## 40 LEAVE TO ATTEND EMPLOYEE RELATIONS EDUCATION LEAVE

- 40.1** Employers shall grant paid Employment Relations Education Leave to members of the PSA covered by the Agreement in accordance with the provisions of Part 7 of the Employment Relations Act 2000. The purpose of this leave is for improving relations among unions, employees, and the employer and for promoting the object of the Act.
- 40.2** EREL: the number of days education leave granted is based on the formula as per the Employment Relations Act as follows
- |                       |                                   |
|-----------------------|-----------------------------------|
| 1 to 5 employees      | 3 days                            |
| 6 to 50 employees     | 5 days                            |
| 51 to 280 employees   | 1 day for every 8 FTE             |
| 281 or more employees | 35 days plus 5 for every 100 FTE. |
- 40.3** The PSA shall send a copy of the programme for the course and the names of employees attending, at least 28 consecutive days prior to the course commencing.
- 40.4** The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.

## 41 WORKING TOGETHER

### 41.1 Deduction of PSA Subscriptions

The employer shall deduct union fees from the wages/salaries of employees when authorised in writing by members. In addition, the employer shall provide the PSA with a list of employees whom they are making deductions from on a quarterly basis on request.

### 41.2 Union Meetings

- 41.1.1** The employer shall allow every employee covered by this collective agreement to attend, on ordinary pay, 2 meetings (each of a maximum of 2 hours' duration) of their union in each year (being the period beginning on the 1st day of January and ending on the following 31st day of December). This is inclusive of any statutory entitlement.
- 41.1.2** The union shall give the employer at least 14 days' notice of the date and time of any meeting to which sub-clause 41.2.1 of this clause applies.
- 41.2.3** The union shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any meeting, including, where appropriate, an arrangement for sufficient employees to remain available during the meeting to enable the employer's operation to continue.
- 41.2.4** Work shall resume as soon as practicable after the meeting, but the



employer shall not be obliged to pay any employee for a period greater than 2 hours in respect of any meeting.

- 41.2.5** Only employees who actually attend a union meeting shall be entitled to pay in respect of that meeting and to that end the union shall supply the employer with a list of employees who attended and shall advise the employer of the time the meeting finished.

### **41.3 PSA Delegate / Workplace Representative**

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

- (a) Accordingly paid time off (at ordinary time rates) shall be allowed for recognised employee delegates to attend meetings with management, consult with union members, and other recognised employee job delegates and union officials, to consult and discuss issues such as management of change, staff surplus, and representing employees.
- (b) Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.

The amount of paid time off and facilities provided shall be sufficient to enable delegates and Convenors of delegates (where these positions exist) to give adequate consideration to the issues in the workplace.

Where recognised workplace activities are required outside working hours, delegates shall be paid at ordinary rates or granted time in lieu on a time for time basis.

### **41.4 Right of Entry**

The authorised officers of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises for the purposes of union business or interviewing any union member or enforcing this Agreement, including where authorised access to wages and time records, but not so as to interfere unreasonably with the employer's business.

## **42 EMPLOYEE ACCESS TO PERSONAL INFORMATION**

Employees are entitled to have access to their personal file in accordance with the organisation's procedures.

## **43 EMPLOYMENT RELATIONSHIP PROBLEMS**

- 43.1** These include such things as personal grievances, disputes, claims of unpaid wages,

allowances, or holiday pay.

### 43.2 Let the Employer Know

Employees who have a problem in their employment should let the employer know so that the problem can be resolved in a timely manner. In most cases employees will be able to approach their manager to talk the issue through and reach an agreement. HR can help with this process. However, it is recognised that sometimes employees may not feel comfortable in approaching their manager or an agreement may not be able to be reached. If this is the case, employees may wish to contact a PSA delegate or organiser to get advice or assistance.

### 43.3 Representation

At any stage PSA members are entitled to have appropriate PSA representation working on their behalf.

The PSA Organising Centre is on-line between 8:30am and 5:00pm, Monday to Friday.

Free phone	0508 FOR PSA 0508 367 772
Email	<a href="mailto:enquiries@psa.org.nz">enquiries@psa.org.nz</a>
Website	<a href="http://www.psa.org.nz">www.psa.org.nz</a>

The employer will work with the employee and the PSA to try and resolve the problem. The employer can also choose to have a representative working on its behalf.

### 43.4 Mediation Services

If the problem continues employees have the right to access the Mediation Service. The mediators are employed by the Employment Relations Service as one of a range of free services to help people to resolve employment relationship problems quickly and effectively. The mediators will help the parties decide on the process that is most likely to resolve problems as quickly and fairly as possible.

Employees can ask their union organiser/delegate to provide assistance in accessing this service. Alternatively, the Mediation Service can be contacted on 0800 800 863.

### 43.5 Employment Relations Authority

If the parties are still unable to resolve the workplace problem, employees can apply to the Employment Relations Authority (ERA) for assistance. The ERA is an investigative body that operates in an informal way, although it is more formal than

the Mediation Service. The ERA looks into the facts and makes a decision based on the merits of the case, not on legal technicalities.

Again, employees can ask a union organiser to provide assistance in accessing this service.

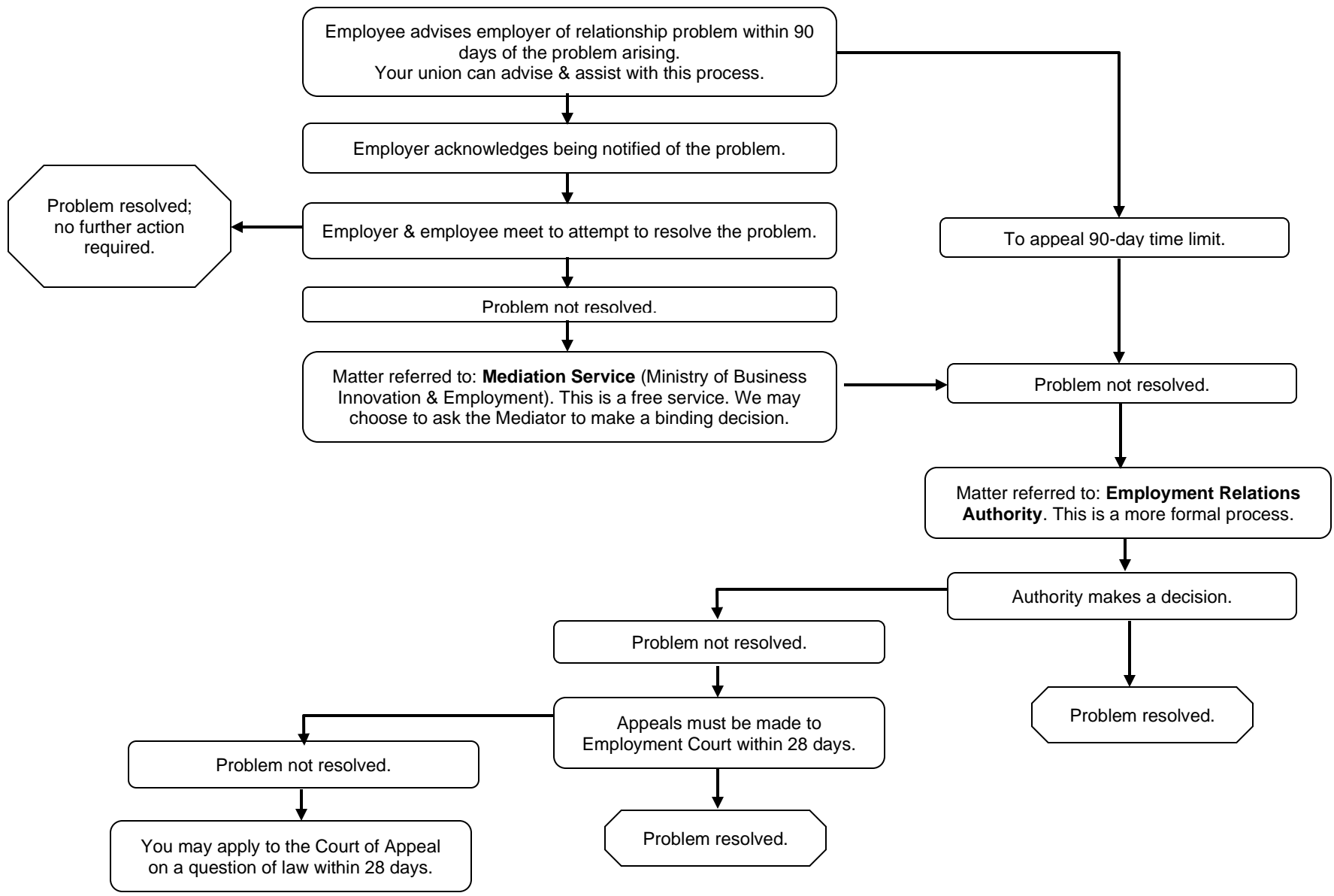
### **43.6 Personal Grievances**

Employees may feel that they have grounds for raising a personal grievance with the employer (for unjustified dismissal, unjustifiable disadvantage, discrimination, duress, sexual or racial harassment). If this is the case, employees need to raise their grievance within 90 days of the action occurring or the grievance coming to their notice. This period of time increases to 12 months for grievances of sexual harassment. If the grievance is not raised to the employer's attention within this timeframe the employee's claim may be out of time.

If the employee's grievance is raised out of time, the employer can choose to accept the later grievance or to reject it. If the employer chooses to reject it, the employee can ask the ERA to grant leave to raise the grievance out of time.

The employee's grievance needs to be raised with the employer so that the employer knows what it is about and can try to work to resolve it. The employee can verbally advise the employer or put the grievance in writing. The employee's PSA delegate or organiser can help with this process. Once the employer knows of the employee's grievance, the employer is able to respond to the expressed concerns.

# Employment Relationship Problem Resolution Process



## **Appendices**

### **Appendix 1**

Reserved for TOR of new engagement forum.

## Appendix 2

### Healthy Workplaces Agreement

February 2010

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The parties to the DHB / CTU Health Unions National Terms of Settlement agree that all employees should have healthy workplaces.

#### **Achieving healthy workplaces requires:**

1. Effective care capacity management<sup>1</sup>; having the appropriate levels of staff, skill mix, experience, and resourcing to achieve a match between demand and capacity
2. Systems, processes, and work practices that ensure efficient scheduling and a credible, consistent, and timely response to variance in demand
3. A workplace culture between employees and their managers that reflects an understanding and actively advocates a balance between safe quality care, a safe quality work environment and organisational efficiency.
4. Recognition that everyone can be a leader by using the authority (expertise) vested in their role to participate and constructively engage with others.
5. The development of a learning culture that emphasizes employees at all levels being given the opportunity to extend their knowledge and skills, as identified in their performance development plans where they are in place.
6. Appreciation that good patient outcomes rely on the whole team and that teams need opportunities to work and plan together.
7. Having the right tools, technology, environment, and work design to support health and safety and to ensure effective health care delivery. This includes the opportunity to be involved in the decisions about what is needed and when.

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

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

- The parties agree to work together to establish a national framework for a whole of system approach to care capacity management which;
  - provides efficient, effective, user friendly processes and structures
  - provides centralized, multi stakeholder governance
  - is used consistently and effectively at all levels to manage and monitor care capacity
  - includes a core data set by which the health of the system is monitored and is used to inform forecasting, demand planning, and budgeting
  - includes consistent, credible, required responses to variance in care capacity
  - recognises the need for local solutions consistent with the principles of healthy workplaces
- Each party will undertake to promote and model behaviour that demonstrates productive engagement and builds a workplace culture that enables everyone to feel their contribution is valued and respected. Opinions of those performing the work will be sought when new innovations, improvements and changes are required, in a manner consistent with consultation and change management processes referred to below
- Quality of care and quality of the work environment are agreed priorities that underpin productivity and will be incorporated in all workplace processes and actively sponsored at all levels of the organisation.
- Developing and maintaining policies and practices that actively encourage all employees to be confident in leading and making decisions within their levels of expertise and experience.
- Access for all employees to appropriate professional development and appropriate learning opportunities, including appropriate national qualifications, in order to give them greater opportunities to extend their roles and responsibilities within the public health system.
- Facilitating appropriate release time to attend relevant professional development and learning opportunities;
- A wider team approach to planning and evaluation of service capacity and service delivery will be used to ensure the right people with the right skills are providing the right care (role) at the right time in the right place. This will support staff in taking responsibility and accountability for their own services' performance and using the tools and policies in place to effect improvement.

- Nationally consistent consultation and change management processes to facilitate both input into decision making on issues affecting the workplace and active engagement in the development and /or problem solving of initiatives to address the issues.

### **Escalation Pathway for Mental Health and Public Health**

In the event that an acute staffing shortage cannot be alleviated, patient cares, and the volume and range of services may be reduced in accordance with direction by the appropriate manager and employer policies. In addition, the escalation process shall apply:

When an individual/team considers they have reached the limits of safe practice they will be supported to resolve the situation as follows:

- The manager will be immediately informed of the situation by the staff member.
- The staff member will not be required to take additional workload until strategies have been implemented to address the immediate workload issues (e.g., the redeployment of staff or patients), notwithstanding any immediate duty-of-care requirements

If the process outlined above does not resolve the situation, steps will be taken immediately to elevate the issue to that level of nursing service management authorised to resolve the immediate problem and take steps to reduce the likelihood or a recurrence of similar problems.

- The most senior nurse in the District, at the time of the event, will report the event to the most senior manager in the District as soon as is reasonably possible. [For example; The Nurse or Duty Manager will immediately advise the Director of Nursing (DoN) or DoN MHN or, if the DoNs are not available, the Manager responsible for the hospital at that time.]
- Direct assistance will then be Hospital Lead by the DoN as soon as is reasonably possible.
- All incidents shall be reported and investigated and a PSA delegate will be involved in investigations and corrective measures.



## Appendix 3

### CLOTHING ALLOWANCE

#### a) Clothing Allowance

For civilian clothing allowance where for therapeutic requirements or in interest of patient care rehabilitation an employee is required by the employer to wear civilian clothing instead of a uniform:

DHB	Clothing Allowance
All DHBs Public Health Nursing except Whanganui	\$3.42 per day
Whanganui	\$3.41 per day for Mental Health Nurses \$3.51 per day for Public Health Nurses
Nelson Marlborough Mental Health	Health of Older Persons – Alexandra Hospital \$4.00 per day for civilian clothing where the employee is directed not to wear a uniform.
Northland Mental Health	\$3.05 per day

Note – paragraphs b) to d) below do not apply to Public Health Nurses

#### b) Laundry Allowance

Employees who work with clients/patients and who wear their own personal clothing are entitled to receive an annual non-taxable allowance to compensate for the laundering of such clothing (pro rata to part timers) payable fortnightly.

DHB	Clothing Allowance
Waikato	\$300 per year for laundry allowance
Bay of Plenty	\$300 per year for laundry allowance
Lakes	\$300 per year for laundry allowance

#### c) Otago

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

#### d) West Coast

An allowance at the rate of \$4.37 a month shall be paid to an employee who is required to wear a uniform but to whom a complete uniform is not supplied on appointment, such allowance to continue until the complete uniform is provided.

#### e) Capital and Coast

An employee who, on 26 April 1999, was in receipt of an allowance for clothing and/or footwear shall retain that allowance, at that rate, until the employer and employee negotiate otherwise.

## Appendix 4

### SCALE OF MAXIMUM RETIREMENT GRATUITIES

PERIODS 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.

#### Retiring Gratuities

For the purposes of establishing eligibility for a retiring gratuity, total service may be aggregated, whether this be part-time or full-time, or a combination of both at different periods. Part-time service is not to be converted to its full-time equivalent for the purpose of establishing eligibility.

Where part-time service is involved, the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.

Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) of employees who died before retirement or who died after retirement but

before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.

The calculation of a gratuity entitlement shall be in accordance with the scale detailed above, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.

For the purposes of calculating the amount of gratuity which the employer may pay, the rate of pay on retirement shall be the basic (Normal/Ordinary) rates of salary or wages (T1).

An employee who is granted leave without pay and who remains in the service of the employer, will, on retirement, have such leave aggregated with other service for gratuity purposes.

Notice requirements for retirement are specified in employer policies. See the DHB schedules below for conditions on payments.

### **Waikato DHB, Bay of Plenty DHB & Lakes DHB**

NOTE: This clause shall not apply to employees covered in this collective agreement employed after 30 June 1992.

For employees of Waikato DHB, these provisions are mandatory for qualifying Nurses (including Psychiatric Assistants) who were previously employed under the provisions of the company's former Clerical, Professional, Technical and Related Employees Collective Employment Contract (expired 31 July 1998)

For employees of Lakes and Bay of Plenty DHB, these provisions are payable at the employer's sole discretion.

The employer may pay a retiring gratuity to staff retiring from the organisation who have had not less than 10 years' service with the employer, with the employer and one or more other District Health Board or its predecessors and with one or more of the following services: the Public Service, the Post Office, New Zealand Railways or any university in New Zealand.

Consolidated components of salaries which are inclusive of penal payments shall not be paid.

### **Northland DHB**

Employees who have no less than 10 years' service with the employer may be paid a Retirement Gratuity within the scale as shown in this schedule. The provisions of this clause will also apply where early retirement is taken by an employee as an alternative to redundancy.

### **Tairāwhiti DHB**

#### **Public Health Nurses Only**

The employer will pay a gratuity for those persons who are made redundant or retire. Those persons who have had their entitlements to gratuity frozen will receive the amount frozen if they are made redundant or retire through age or ill health.

The retiring gratuity shall be calculated on the basis of the employees' salary (wage) rate at 31 December 1996 and on the basis of their years of qualifying service completed to 31 December 1996, i.e., the rates of pay and years' service are frozen at those 31 December 1996 levels.

In the case of employees with less than 10 years' service at 31 December 1996 a retiring gratuity may be paid calculated on the basis of 3.1 consecutive days pay (31 December 1996 pay rate) for each complete year of qualifying service. For the purposes of calculating the amount of gratuity the rate of pay as at 31 December 1996 shall be the basic (Normal/Ordinary) rate of wage.

NOTE: Employees employed after 1st July 1993 shall only have service with Tairāwhiti District Health recognised for the retiring gratuity.

## **MidCentral DHB**

A retiring allowance will be paid to employees who on 1 February 1994 have no less than 10 years' continuous service and are an employee of MidCentral District Health Board on that date. Employees who have more than 10 but less than 15 years continuous service on 1 February 1994 will be paid 50% of the relevant retiring allowance when they retire.

Employees who have more than 15 years continuous service on 1 February 1994 will be paid a retiring allowance in accordance with the scale shown in this schedule, when they retire.

Employees who have less than 10 years continuous service on 1 February 1994, or who are employed after that date shall not receive any retirement allowance.

For the sake of clarity, the CEO and the employee organisations party to this Agreement will jointly prepare a list of employees who are eligible for a retirement allowance.

Discretionary Retiring Gratuity: The CEO may grant half of their retirement allowance entitlement to those employees resigning after not less than 10 years continuous service due to ill health.

## **Whanganui DHB**

### Mental Health Nurses

Retirement of the employee shall be by mutual agreement between the employee and the employer. Those employees that have an agreed retirement date or who meet the entitlement criteria as per sub-clause 38.9 and who were employed prior to 1 October 1997 (Mental Health Nurses) or 23 February 1994 (Public Health & Child Health Nurses), shall be paid a retiring gratuity.

Employees who qualify for an entitlement by being employed prior to 1st October 1997 and who have less than 10 years' service as at 1st October 1997 shall be entitled to 3.1 days' pay for each completed year of service e.g., if an employee had 5.5 years' service, then the entitlement would be 15.5 days' pay.

The employer may grant half of the retirement gratuity entitlement to employees who qualify for retirement gratuity in accordance with policy, who resign after not less than 10 years' service as a result of ill health.

### Public Health & Child Health Nurses

Employees who have between 10 and 15 years' service as at 23 February 1994 shall be paid 50% of the retiring gratuity. Employees who have more than 15 years' service as at 23 February 1994 shall be paid a retiring gratuity at the full eligible amount. Service is defined in Whanganui DHB Schedule.

The Employer may grant half of the retirement gratuity entitlement to those Employees resigning after not less than 10 years' service as a result of ill health.

## **Capital & Coast DHB**

The employer shall pay a retiring gratuity to employees retiring who have had not less than 10 years' service recognised as at 7 October 1994.

## **Wairarapa DHB**

This shall apply only to full and part time employees who qualified for a gratuity and were employed as at 01 February 1995. The gratuity shall be paid out on retirement subject to satisfactory performance and the employee's individual entitlement as at 01 February 1995.

No further service shall accrue regarding the payment of retiring gratuities from the dates specified above.

## **Hutt Valley DHB**

Staff who, as at 30 January 1995, have qualified for a retiring gratuity according to their previous agreement of employment will have their number of days of retiring gratuity entitlement identified. The entitlement will be frozen and paid according to the provisions of the previous agreement of employment. Staff with less than 10 years' service will not be entitled to any gratuity on cessation of service.

## **Nelson Marlborough DHB**

### Mental Health Service Community and Residential Mental Health

The employer may pay a retiring gratuity to those employees retiring from the company, who have had no less than 10 years' service with Nelson Marlborough District Health Board and its predecessors.

Employees who transfer to this agreement from other agreements with Nelson Marlborough District Health Board will have their existing service which previously qualified for retiring gratuities recognised.

The employer may pay a full gratuity, as appropriate to employees, where they can produce acceptable evidence to substantiate that they are unable to continue regular employment on medical grounds or other special circumstances.

### Public Health Nurses

For Public Health Nurses who commenced employment with the employer prior to 7th December 1992, the employer may pay a retiring gratuity to those employees retiring from the company, who have had no less than 10 years' service with qualifying organisations (i.e., the existing qualifying service of employees employed by the employer prior to 7th December 1992 is recognised).

Public Health Nurses who commenced employment with the Board on or after 7th December 1992, the employer may pay a retiring gratuity to those employees retiring from the company, who have had no less than 15 years' service with Area Health Boards (or their successors).

Public Health Nurses who had an entitlement to a retiring gratuity at 1 September 1998 will have this entitlement, in consecutive days, "frozen" at that date. Employees shall be advised in writing of their entitlement and a copy of this advice will be placed on the employee's personal file. This entitlement shall be paid if declared surplus to the company's requirements or may be paid on the employee's retirement from the work force or their retirement on medical grounds. The calculation will be based on the salary which applies at the last day of work of the employee.

Public Health Nurses commencing employment with the employer after 1 September 1998 shall have no entitlement to a retiring gratuity.

The employer may pay a full gratuity as appropriate to employees, where they can produce acceptable evidence to substantiate that they are unable to continue regular employment on medical grounds or other special circumstances.

### Alexandra Hospital Psychogeriatric Service for the Elderly

The employer may pay a retiring gratuity to those employees retiring from the company, who have had no less than 10 years' service with Nelson Marlborough District Health Board Ltd and its predecessors.

Employees who transfer to this agreement from other agreements with Nelson Marlborough District Health Board will have their existing service which previously qualified for retiring gratuities recognized.

The employer may pay a full gratuity, as appropriate to employees, where they can produce acceptable evidence to substantiate that they are unable to continue regular employment on medical grounds or other special circumstances.

## Otago DHB

The employer shall pay a retiring gratuity to employees who retire and meet the following criteria:

- Qualifying age as below;
- Not less than 10 years continuous service with the employer; and
- The current period of employment commenced on or before 01 February 1999, and has remained continuous since.

Retirement means an intention to leave the paid workforce. At the discretion of the employer, the employee may be required to provide a statutory declaration to this effect.

### Qualifying Age:

Employees are entitled to retire after reaching age 60 years or completing 40 years' service if they:

- were aged 55 years or more at 01 April 1992 and
- have been in continuous employment with the Otago DHB and its predecessors since being employed with:
  - Cherry Farm Hospital prior to 01 August 1964
  - Department of Health prior to 01 August 1964
  - Public Service prior to 01 August 1964, then continuously with the Department of Health
  - Maniototo, Otago or Vincent Hospital Boards prior to 01 June 1982
  - Waitaki Hospital Board prior to 01 July 1988
  - Waitaki Health District during the period 01 July 1988 to 01 August 1990.

Other employees are entitled to retire after reaching age 65 years.

## Eligible service

For employees who commenced their current service with the employer on or prior to 03 August 1992, eligible service shall be all service with the employer, and one or more other Area Health Boards/Hospital Boards and with one or more of the following services: the Public Service, the Post Office, New Zealand Railways, or any university in New Zealand.

For employees who commenced their current employment with the employer after 03 August 1992, service shall be deemed to comprise all periods of employment with the employer.

Where the employee is within 5 years of the eligible qualifying age for retirement, as defined in Qualifying Age section, and is required to leave the paid workforce on medical advice, the employer shall pay a retiring gratuity

The employer may require the employee to provide evidence in support of their claim, including relevant medical reports.

The parties agree that, in terms of section 30A of the Human Rights Act 1993:

- the retiring gratuity is a "benefit paid to an employee"
- the employer used "age" on and prior to 01 February 1999 to determine eligibility to the retiring gratuity, and indirectly to calculate the benefit
- the retiring gratuity was a written term of the collective employment contract that applied on 01 February 1999.

## West Coast DHB

Note: Retiring Gratuities shall apply to those Employees employed by the Employer prior

to 01/07/98.

The Employer shall pay a retiring gratuity to staff retiring from the Employer who have had no less than 10 years' service with the Health Service. Employees of the Employer employed before 31 July 1992 will continue to have all eligible periods of service recognised before that date credited for this purpose while employed by the Employer. The Employer shall also grant half the normal entitlement to those employees resigning after not less than 10 years' service to take up other employment.

## Appendix 5

### PROFESSIONAL DEVELOPMENT

#### Waikato, Bay of Plenty, Lakes DHBs

##### Education and Development

- 1) The parties agree that:
  - A qualified and skilled workforce is necessary to deliver high quality care;
  - An effective Education, Training and Development Policy and Framework is required for the success of the achievement of District Health Board's service objectives and the Professional Development needs of mental healthnursing staff.

The parties agree that the following elements are necessary for an effective Professional Development framework:

- Access for individual employees to Education and Development which is appropriate to their level of practice, career aspirations and service objectives;
- 2) To achieve these goals:
    - Education and Development funds are available to provide access to appropriate educational opportunities for employees.  
Note: This fund is additional to any existing unit-based funding of professional development and education and is applicable from the date of this agreement unless there is already an existing date which will remain.
    - WDHB fund is \$40,000 per annum for Mental Health employee's (covered by this agreement) which is drawn from the same as the NZNO Nursing Education Fund.
    - LDHB fund is \$100,000 for all nurses (including those covered by this agreement).
    - BOPDHB fund is \$28,000 for Mental Health Nurses.
  - 3) Staff are encouraged to undertake courses of study or further development or research that will have a directly beneficial relationship to the creation of a centre of excellence at the employing DHB.

Employees are welcome to apply for sabbatical leave in accordance with the organisation's policy on leave without pay and/or sabbatical (career break). Employees granted sabbatical leave or leave without pay will be able to return to the same or similar duties on their return from such leave.

#### Northland DHB

Nil

#### Tairāwhiti DHB

##### Development Days

Full time employee shall be granted 2 days personal development leave per year on ordinary rates of pay (T1) to a maximum of 8 hours per day. These provisions shall



be prorata for part time employees and do not apply to casual employees.

A new employee will become entitled to personal development leave after completion of 12 months service and thereafter on the anniversary of appointment each year.

If not taken any leave year the personal development leave is to be cancelled and may not be carried forward.

Employees resigning or retiring will not be paid for any personal development leave not taken at the date of resignation or retirement.

### **Waikato, Bay of Plenty, Lakes, Tairāwhiti DHBs**

#### **Transitional Support for Enrolled Nurses**

The employer shall provide support (from existing funding arrangements for Bridging Support) for Enrolled Nurses who are undertaking a bridging programme in accordance with the respective DHBs strategy and on the following basis:

- 1) The reimbursement will be of actual and reasonable expenses (subject to production of receipts). Expenses may include course fees, books, travel, and accommodation costs. The level of reimbursement may be pro-rata based on the employee's full time equivalent (FTE) status at the time of the employee's application to the education institution to undertake the bridging course and accompanying notification to the employer. Employees who do not pass the required examinations may be required to reimburse the employer these expenses.
- 2) The provisions of sub-clause (1) above are limited to a maximum of 2 employees per calendar year per DHB.
- 3) Employees who receive the support detailed in sub-clause (1) above will be bonded by the employer for the 12 months period of the rotation programme that the employee is required to complete after achieving their registered nurse status. The amount of the bond will be set at the level of the total amount of support that the employee has received from the employer under sub-clause (1) above. Employees who leave the employment of the employer during the 12-month bonding period will be required to repay the outstanding proportion of their bond to the employer prior to their departure.
- 4) The employer and the PSA shall discuss the DHBs Enrolled Nurses Bridging Support Strategy in the agreed committee forum.
- 5) If an employee receiving support detailed in sub-clause (1) above leaves the study programme or the organisation before achieving the Bachelor of Nursing, then dependant on the time period and level of support, a portion of fees may need to be recovered at the discretion of the General Manager, with a report sent to (committee to be advised) on the outcome.

### **Waikato, Bay of Plenty, Lakes DHBs**

#### **Professional Development for Healthcare Assistants/Psychiatric Assistants/ Crisis Support Workers**

The employer shall provide support from existing training and development funding for Psychiatric Assistants/Crisis Support Workers who are undertaking the Bachelor

of Nursing Course, on the following basis:

- 1) The reimbursement will be of actual and reasonable expenses (subject to production of receipts). Expenses may include course fees, books, travel, and accommodation costs. The level of reimbursement may be pro-rata based on the employee's full time equivalent (FTE) status at the time of the employee's application to the education institution to undertake the bridging course and accompanying notification to the employer. Employees who do not pass the required examinations may be required to reimburse the employer these expenses.
- 2) The provisions of sub-clause (1) above are limited to a maximum of 2 employees per calendar year per DHB. Employees who do not pass the required examinations may be required to reimburse the employer these expenses.
- 3) The parties shall agree to selection criteria and mechanisms for support and monitoring for those employees who are undertaking the Bachelor of Nursing programme. Employees must meet this criteria to be eligible for funding under sub-clause (1) above.
- 4) Employees who receive the support detailed in sub-clause (1) above will be bonded by the employer for a minimum of 12 months covering participation in the New Graduate Nurse programme. The amount of the bond will be set at a 12-month period for those staff members who undertake their study full-time (i.e., over a 3-year period) or to a maximum of a 2-year period for those employees who undertake their study on a part-time basis, and will recognise the total amount that the employee has received from the employer under sub-clause (1) above. Employees who leave the employment of the employer during the post registration bonding period will be required to repay the outstanding proportion of their bond to the employer prior to their departure.
- 5) If an employee receiving support detailed in sub-clause (1) above leaves the study programme or the organisation before achieving the Bachelor of Nursing, then dependant on the time period and level of support, a portion of fees may need to be recovered at the discretion of the General Manager, with a report sent to (committee to be advised) on the outcome.
- 6) The employer and the PSA shall discuss the DHBs Psychiatric Assistant/Crisis Support Workers Professional Development Support in the agreed committee forum.

### **Hawke's Bay, Wairarapa, Whanganui, MidCentral, Lower Hutt, Capital Coast DHBs Statement of Intent**

In order to provide a quality health service in a rapidly changing environment, it is vital that employees have the opportunity to continually develop their skills. These opportunities need to be provided on an equitable basis through an open and transparent process. Training and development are to be broadly focused and must enhance the value of service delivery.

### **Hawke's Bay DHB**

#### **PROFESSIONAL DEVELOPMENT/STUDY ASSISTANCE**

- 1.1 (a) The Employer is committed to the ongoing professional development of its employees and therefore will provide a variety of in-service training and education and will also encourage employees and their managers to develop special educational opportunities as appropriate.

- (b) The Employer will allocate a separate fund to be shared between PSA members covered by this regional collective, the Allied Health, Technical and Related collective and the local Admin/Clerical Collective. This will be for the term of the agreement to fund professional development of employees covered by the Agreement.

This fund is an agreed and fixed amount that has been agreed to by the PSA for its members.

- 1.2 The parties agree to establish an Allied Health Professional Development Group (HPDG) consisting of 2 Employer representatives together with 2 employee representatives. The selection process for the staff representatives will be organised in an open manner which will include input from Professional Associations, the PSA, and the Employer.
- 1.3 The HPDG will allocate funding for such collective and individual professional activities consistent with the criteria established as above.
- 1.4 The HPDG may make recommendations to the Employer that leave be granted for professional development either with or without pay in any particular instance.
- 1.5 Expenditure will be approved in accordance with the Employer's accounting requirements.

### **Hutt Valley DHB**

Nil

### **MidCentral DHB**

#### **PROFESSIONAL DEVELOPMENT**

MidCentral District Health Board is committed to the concept of education and the upgrading of skills for all employees.

MidCentral District Health Board supports the principle that performance management promotes continuous improvement in both individual and company performance and as a consequence results in enhanced delivery of quality health care and disability support services to patients/ clients/ residents within available resources. MidCentral District Health Board also supports performance management as being an inherent component of ensuring that all employees receive fair and proper treatment in their employment.

MidCentral District Health Board's performance management process provides for the development of an Education and Development Plan to ensure each employee's identified learning and development needs will be met. Within this framework processes used to meet identified needs should be fair and consistent for all employees.

## **1.0 EDUCATION LEAVE**

- 1.1 Every full-time and part-time employee will receive in every anniversary year a minimum of 8 hours study leave, paid at ordinary rates.

- 1.2 This leave will enhance the knowledge, skills, and competencies of the employee, as agreed between the Departmental Head and the employee.
- 1.3 This leave will be additional to CPR, Fire and Earthquake updates, induction/orientation, and intravenous certification requirements.
- 1.4 Should an employee attend an approved course/ conference spanning a Saturday/ Sunday the employee may utilise 1.1 and take 1 day's leave on special pay at a timesuitable to both parties and subject to the prior approval of the appropriate Manager/Team Leader.

### **Taranaki DHB**

#### **PROFESSIONAL DEVELOPMENT FUND**

TDHB is committed to your ongoing professional development.

To fund this development, TDHB will allocate \$38,000 per annum (in each organisational financial year) for the term of this agreement. This figure will be reviewed annually prior to the start of the financial year.

This fund will be for professional development and will not apply to TDHB compulsory or compliance training requirements. Neither will it apply to covering salary costs. It will cover the approved percentage of fees, travel, accommodation, and other incidental costs associated with professional development. These costs will apply to external courses and non-compulsory courses run by Taranaki District Health Board.

The parties agree to establish a Professional Development Group (PDG) consisting of 2 TDHB representatives and 3 employee representatives, one of whom will be Māori. The selection process for employee representatives will be organised in an open manner that will include input from Professional Associations, the PSA, and the Employer.

The PDG, in consultation with the various occupational groups covered by this agreement, will establish the criteria for funding allocation for professional development within the requirements of TDHB. The PDG will allocate funding for such collective and individual professional activities consistent with these criteria.

Applications are as per the HR Manual and should be forwarded to the PDG through the relevant manager.

NB: The Professional Development Fund includes members of the Allied Health Coordinators Collective Employment Agreement but excludes the Dental and Public Health Units due to their separate funding arrangements. Members under the Lower North Island Administration and Clerical MECA have access to this fund.

### **Wairarapa DHB**

#### **PROFESSIONAL DEVELOPMENT**

Wairarapa DHB is committed to the concept of education and upgrading of skills for all employees. Therefore, Wairarapa DHB supports the need for ongoing Clinical Training/Professional development for all employees and regards this as critical to the delivery of effective healthcare and disability support services to patients/clients, within available resources. At Wairarapa DHB supports performance management is an integral component of ensuring that all employees receive fair and proper treatment in

their employment.

The Wairarapa DHB performance management process provides for the development of a 'Development Plan' to ensure each employee's identified learning and development needs will be met. Within this framework processes used to meet identified needs should be fair and consistent for all employees.

## PROFESSIONAL DEVELOPMENT / STUDY LEAVE

You are entitled to apply for paid leave for reasonable periods, (in addition to annual leave) to enable you to attend clinical training/professional development courses/conferences; provided you have approval from the employer prior to your attendance (refer Wairarapa DHB Training and Professional Development Policy WH/POL/HR/5).

### **Whanganui DHB**

#### **TRAINING/STUDY AND PROFESSIONAL DEVELOPMENT LEAVE**

- 1.1 Whanganui District Health Board supports the need for ongoing Clinical Training/Professional Development for Employees and regards this as critical to the delivery of effective client care.
- 1.2 All employees' clinical training/professional development needs shall be identified at least annually. Each employee will have a written training programme developed and signed off annually. How each individual employee's clinical training/ professional development needs are met should be decided in consultation between the employer and the employee.
- 1.3 All employees shall be entitled to a minimum of 32 paid hours, pro rata for part-time employees, clinical training/professional development per annum. These hours are non-accruable. All clinical training/professional development should recognise the needs of the employee and the needs of Whanganui District Health Board as identified in the professional objectives.
- 1.4 Casual employees do not have any fixed entitlement to Training/Study leave but Whanganui District Health Board will ensure they are orientated and trained to appropriate levels for the areas they are working in.

### **Capital and Coast DHB**

#### **CAREER DEVELOPMENT**

The parties agree that ongoing education is of value to both the employer and the employee. To that end employees will continue to have proportionate access to a corporate staff development fund. This fund will total \$50 000 per annum and shall be made available to all PSA members covered by the National MECA for Mental Health Nursing, expiry 30 June 2007.

## **1 GENERAL CONDITIONS**

- 1.1 The parties agree that it is in their mutual interests to provide a high standard of quality service to their clients.

- 1.2 The parties recognise that employees are entitled to fair reasonable treatment.
- 1.3 The employees will carry out their duties in accordance with the instructions of the employer and will devote all working hours and best endeavour to carrying out those duties and promoting the interests of the employer.
- 1.4 All transactions, records and information pertaining to the business of the employer shall be held in strictest confidence by employees both during the period of employment and also after termination of the employment agreement.
- 1.5 All inventions, patent rights, trademarks or other processes developed or created by an employee arising from and developed in connection with the activities of the employer shall be the sole property of the employer.
- 1.6 All parties to this agreement are committed to open communication in order to facilitate a harmonious, effective, efficient, safe, and productive workplace.

#### Mental Health Team Leaders - Career Development

Each full-time employee (pro rata for part-time) will be eligible for a study grant upon application of \$1,000 per annum for their personal training and development as a team leader. This amount may be accumulated for 2 years. Any excess above 2 years' entitlement will automatically be cancelled.

Team Leaders will not have access to the PSA Study Fund.

#### **Nelson/Marlborough, West Coast, Canterbury, Otago DHBs**

##### TRAINING AND PROFESSIONAL DEVELOPMENT

The employer and employees recognise the need for ongoing training and professional development. To this end the employer may assist employees to attend training and development activities, which are relevant to the employer and reflect the individual's professional development.

Employees may apply to the employer to attend suitable courses, seminars, and conferences. Expenses paid for registration, accommodation and travel will be listed by the employer when approval is given for the leave.

#### **Canterbury DHB**

##### EDUCATION LEAVE

1. The employer may grant the employees study leave, without loss of pay to attend courses and seminars to complete qualifications, and to undertake research or projects which are relevant to the employees work and which assist with their professional growth and development. Where this is a requirement of the employer, the employer will pay the associated fees and costs.

#### **Nelson/Marlborough DHB**

##### PROFESSIONAL DEVELOPMENT AND TRAINING

1. The employer may grant employees study leave to enable them to attend courses, seminars, and conferences; and to undertake projects which facilitate their professional development, and which are relevant to the employer.

**Otago DHB**

Nil

**West Coast DHB**

Nil

## Appendix 6

### ON CALL AND CALL BACK

#### Waikato, Bay of Plenty, and Lakes DHBs

Employees who are regularly on-call will accrue additional leave at the rate of 1 days leave for every 230 qualifying hours on call, up to a maximum of 5 days leave (1150 qualifying hours on call per annum). The maximum combined entitlement under this provision and Extra leave for Shift Workers is 5 days per annum.

#### Taranaki DHB

##### Extra Leave for On Call

If you participate in an on-call roster, you are entitled to additional leave according to the table below:

<b>Number of qualifying call periods per annum</b>	<b>Number of days of additional leave</b>
70 or more	5
56 – 69	4
42 – 55	3
28 – 41	2
14 – 27	1

The maximum combined entitlement under this provision and extra leave for shift workers is 5 days per annum.

Payroll will keep a balance of your qualifying on call periods throughout the year. On your anniversary date, the qualifying call periods will be converted into days and added to your annual leave balance.

For the purpose of this clause

- i. the qualifying call period falls between your rostered duties;
- ii. the minimum qualifying period must exceed 3 hours;
- iii. this will not include call periods on public holidays.

You will receive a pro rata entitlement if you are part time.

Staff members have the option of taking the extra leave as a holiday or may convert it to a cash amount paid as a lump sum.



## Appendix 7

### **Capital and Coast Extra Leave or Taxable Allowance for this Leave**

Community Mental Health Nurses shall be eligible for 5 additional days leave or an equivalent taxable allowance per year. This is provided in recognition of the flexible hours of work agreed by Community Mental Health Nurses.

If an employee is part-time or terminates their employment after working less than a full year, this leave, or allowance will be pro-rata. 1 month prior to the end of the employee's leave year, they must advise their team leader of their choice between the extra leave or the allowance.

## Appendix 8

### Letters of Intent

Letters of intent have been signed by the DHBs and forwarded to the PSA for the following issues:

- 1) Capital and Coast - Community Mental Health Nurses extra leave or taxable allowance for this leave. Recreation leave for employees with more than 12 months service but less than 5 years' service (Employees get 22 days leave until 5 years' service when they become entitled to receive 25 days and the entitlement ceases i.e., no entitlement to 25 days plus 2 additional days).
- 2) Waikato – Afternoon/night/weekend/public holiday Service Coordinators Allowance.
- 3) Bay of Plenty - Afternoon/night/weekend/public holiday Service Coordinators Allowance. Additional annual leave for Community Mental Health Nurses. (Employees get 22 days leave until 5 years' service when they become entitled to receive 25 days and the entitlement ceases i.e., no entitlement to 25 days plus 2 additional days).
- 4) Lakes - Additional annual leave for Community Mental Health Nurses. (Employees get 22 days leave until 5 years' service when they become entitled to receive 25 days and the entitlement ceases i.e., no entitlement to 25 days plus 2 additional days).
- 5) Northland - Additional annual leave for employees with service less than 5 years' service. (Employees get 22 days leave until 5 years' service when they become entitled to receive 25 days and the entitlement ceases i.e., no entitlement to 25 days plus 2 additional days).
- 6) West Coast - Hand over allowance for employees at the Acute In-patient Unit at Grey Base Hospital.
- 7) Whanganui - Recreation leave for employees with more than 12 months service but less than 5 years' service. (Employees get 22 days leave until 5 years' service when they become entitled to receive 25 days and the entitlement ceases i.e., no entitlement to 25 days plus 2 additional days).
- 8) Wairarapa - Recreation leave for employees with more than 12 months service but less than 5 years' service. (Employees get 22 days leave until 5 years' service when they become entitled to receive 25 days and the entitlement ceases i.e., no entitlement to 25 days plus 2 additional days).
- 9) Nelson Marlborough - Crisis Team workers additional annual leave of 26 days per annum.
- 10) Tairāwhiti – Special provisions for nurses in the PAT team.
- 11) Northland DHB - Part time no fixed hours letter dated 21 October 2014.

## Appendix 9

### 4 and 2 Roster

#### **Lakes, Waikato, and Bay of Plenty**

All Nurses (including Psychiatric Assistants/ Crisis Support Workers) working 4 and 2 roster working in the WDHB Henry Rongomau Bennett Centre (HRBC), BOPDHB inpatient services/ crisis services, Mobile Intensive Nursing Service at BOPDHB and Crisis Support Workers at WDHB (working 4, 10-hour days and 3 rostered days off roster) and Lakes Psychiatric Emergency Team.

- (a) Definitions (these only apply to those employees working a 4 and 2 roster and a 4 and 3 roster as per clause 6 (9)).

The following definitions shall apply:

- "Week" Means the 7 days commencing midnight Sunday/Monday, but for overtime purposes only when a major part of a shift falls on a particular day the whole shift shall be regarded as being worked on that day.
- "Duty" Means a period of service required to be given by an employee during any 1 period of 24 hours.
- "Day duty" Means a period of service required to be given by an employee between 6.00 a.m. and 6.00 p.m. on any 1 day.
- "Afternoon Duty" Means a period of service required to be given by an employee between 1.30p.m. and midnight on any 1 day.
- "Night duty" Means a period of service required to be given by an employee between 10.00p.m. on 1 day and 8.00 a.m. on the following day.
- "Shift" Means a period of duty, with or without meal breaks, rostered within the week. "Roster" Means a list of persons required to work "shifts" over a period of time.
- "Nursing Roster" Means a 6-week roster cycle of 4 days on duty followed by 2 days off duty.
- "Shift Hours" Shift hours are:
  - (a) Shift 11.00pm - 7.35am
  - (b) Shift 7.00am - 4.05pm
  - (c) Shift 3.00pm - 11.35pm

Provided that, as may be agreed between the employer and staff concerned, up to 1 hour variation of shift hours may be arranged to suit local conditions.

Crisis services currently have differing shift hours/ rosters / conditions across the DHB's and these shall be retained.

(b) The following applies to Bay of Plenty District Health Board only

The following applies only to registered Nursing staff employed by BOPDHB working within the crisis service, Mental Health Services:

It is intended to accommodate the principles of safe rostering practices and the provision of service under the integrated service model incorporating modes/values of good practice.

**Roster:**

Staff will work a rotational, 240 hour, 6-week roster which includes:

14 x 12-hour days	0900-2100
9 x 8-hour days	0900-1700
168 hours on-call = 14 x 12 hours	2100-0900

Break between duties:

It is the intention of the roster that the minimum 9-hour break will be taken before or after contact when on-call. The exception will be when handover needs to be facilitated after contact whilst on-call. First call person will attend office at 0900 hrs to exchange cell phone, vehicle, documentation, and pertinent information.

Payment for handover:

Payment for handover as a result of call out will be double time (T2) inclusive of ordinary hourly rate of pay, for a minimum of 1 hour and to a maximum of 3 hours.

Transport for Call Out/On Call:

The employee shall be provided with transport from the employee's place of residence to the workplace where the employee is required to undertake work, or they shall be reimbursed in accordance with the Inland Revenue Mileage Rates as detailed in clause **19 (a)**. A taxi may be used by agreement with the employer where the employee is unable to be provided with a work vehicle or utilise their private motor vehicle.

Crib Meals:

Due to the unique service delivery needs within the crisis service, meal breaks at regular times are not possible. It is intended that the meal period /rest break facility will not be compromised. Staff will ensure they have a meal period/rest break when it is safe and practicable to do so and that this period shall be regarded as work time.

Recording of time/duties:

Staff will receive automatically 80 hours normal rate of pay per fortnight, provided that entitlement is available for any leave taken.

Staff will continue to complete timesheets, but these will be collated within Mental Health Services and an "exception report" will be provided for Payroll Services. Every attempt will be made to ensure that payment for non-ordinary time is made in the pay immediately after the end of the pay period, but it is recognised that some delay may occur.

(c) Lakes District Health Board Mental Health Service currently has a 4 on 2 off roster for the following teams covering a 24 hour service:

- i. Mental Health Inpatient Unit
- ii. Rotorua CAT/HBT
- iii. Southern Lakes CAT/HBT

Hours are as agreed from time to time in accordance with clause 10.0 Hours of Work. These rosters may be replaced or amended in accordance with 10.8 Variation of Hours of Work Requirements.

(d) The Nursing Roster Cycle

The Nursing Roster cycle shall apply to inpatient services within the WDHB HRBC (except Ward30 which is self-rostering), BOPDHB, and the WDHBCAT Services.

(e) Nurses Working the Nursing Roster Cycle

The following general conditions of employment shall apply to inpatient services:

- i. Day Duty: The ordinary working hours of a nurse employed full time and on day duty shall be either 8 hours 35 minutes each day, OR a continuous duty of 8 hours 35 minutes each day\*\*.
- ii. Afternoon Duty: The ordinary working hours of a nurse employed full time and on afternoon duty shall be either 8 hours 35 minutes each day; OR a continuous duty of 8 hours 35 minutes each day\*\*.
- iii. Night Duty: The ordinary hours of duty of a nurse employed full time and on night duty shall consist of a continuous duty of 8-hours 35 minutes\*\*.

\*\* Nurses working a continuous shift of 8 hrs and 35 minutes shall be allowed to have a meal on duty and this time will be considered working time and not paid at overtime rates.

(f) An employee changing from day duty to night duty and vice versa, from afternoon duty to day duty, or from afternoon duty to night duty and vice versa, shall have at least 12 hours off duty (except where there is a prior agreement for 9 hours) before commencing the new duty, provided that, in any case of emergency, an employee may be required to work at such times and for such periods as the employer considers necessary.

(g) Time occupied by an employee at classes of instruction for the purposes of training or at courses of training at the hospital at which the employee is employed, or at State or hospital examinations shall be deemed to be hours of work.

(h) Management of Change

- i. Any changes between the Nursing Roster Cycle and alternative rosters in areas not covered by this clause shall be dealt with the aim of reaching agreement between the employer and the union in accordance with clause 38 (management of change) of this agreement.
- ii. Where rostering practices have changed which result in any employee

ceasing to work the Nursing Roster Cycle, they shall be compensated for loss of earnings, excluding overtime, by either a lump sum payment or an ongoing allowance for 2 years equivalent to the difference between present earnings and new earnings.

- (i) Rosters
- i. Rosters shall be published and available to the employees involved at least 2 weeks (14 days) prior to commencement of the roster period. Less notice may be given in exceptional circumstances.
  - ii. The roster period shall be 3 weeks (21 days) or greater, except that it may be less for services where unpredictable service demands make this impracticable.
  - iii. Single days off shall be avoided as a routine rostering device, and there shall be no more than 1 single day off for an employee during a 4-week period.

Employees may change duties with one another with the prior approval of the employer.

## **Whanganui**

### The Nursing Roster Cycle:

Employees employed on this roster shall work 8 hours 35 minutes per day at ordinary time rate. Time worked on any day in excess of 8 hours 35 minutes or on a rostered day off shall be classified as overtime.

The hours of duty for each shift are as prescribed in Clause 10. General Roster

### Provisions:

A day duty shall consist of 1 shift of between 8 hours and 10 hours and shall be worked between the hours of 6.00am in the morning and 6.00pm in the evening.

A pm duty shall consist of 1 shift of between 8 and 10 hours and shall be worked between the hours of midday and 11.00pm.

Except where otherwise agreed and operated a night duty shall consist of 1 shift of between 8 and 10 hours and shall be worked between the hours of 10.00pm and 8.00am the following day.

Rosters will be notified to those involved not less than 28 days prior to the commencement of the roster, provided that less notice may be given in exceptional circumstances.

In the interests of patient care, and in recognition of the employer's practice of facilitating, where reasonably practicable, changes to the roster at the employee's request, the employer may also modify the roster within the 28 days. Employees may refuse to work the modified roster, provided that the employee shall not unreasonably refuse and shall advise the employer of his or her refusal at the earliest possible opportunity.

## 4 + 2 Rosters

### Rostering Principles

- Rosters will be published 4 weeks in advance but with the employer reserving the right to make changes up to 2 weeks in advance by mutual agreement.
- There will be the opportunity for employees to work across all shifts.
- Concerns regarding fairness and equity of rostering will be addressed through the linemanager, involving the union if necessary.

At the discretion of the employer, 4 + 2 rosters may be implemented in inpatient units where at least 75% of the nursing staff agree to participate (any ballot relating to the introduction to a 4 +2 roster shall involve all potentially effected nursing staff, including those represented by other unions or no union.) Rosters will initially be introduced into a unit on a trial basis.

In the event that a 4 + 2 roster is introduced to a unit the employer may decide to discontinue the 4 + 2 roster but must consult with the union prior to making any such decision. The Agreement shall be deemed varied to permit the following:

1. Nurses shall work a rotating 4 days on – 2 days off shift roster, repeating over a 6-week period. Full time employees shall work 5 days per week on 4 weeks, and 4 days per week on the other 2 weeks, of the cycle.
2. Nurses employed to work full duties shall work 8 hours and 35 minutes each duty.
3. The additional 35 minutes worked each day shall not be paid at overtime rates but will be accrued at T1 rate and paid during the week(s) of the roster cycle that the nurse works the 4 (ordinary pay) days. A full-time employee will therefore receive a standard 80-hours ordinary pay each pay period, plus any other appropriate allowances.
4. Overtime rates will apply only after the nurse has worked 8 hours and 5 minutes, or more than 80 hours per 2-week period (excluding the 35 minutes worked each day above).
5. Shift allowances and penal rates will be paid for a maximum of 8 hours only in respect of relevant duties.

## West Coast

### SPECIAL PROVISIONS: PSYCHIATRIC NURSES (TEAM LEADER, REGISTERED NURSE & ENROLLED NURSE)

#### 1. DEFINITIONS

- 1.1 "*Nursing Roster Cycle*" means a 6-week roster cycle of 4 8-hour days on duty followed by 2 days off duty.
- 1.2 **(Applicable until 30 June 2006 at which time the core conditions shall apply)**  
"*Shift Hours*" in respect of nurses working the nursing roster cycle are:

Day	Shift 6.45 am to 3.30 pm;
P.M.	Shift 3.15 pm to 11.15 pm;
Night	Shift 11.00 pm to 7.00 am.

- "*Shift Allowance*" means the previous shift allowances prior to the commencement of this Collective Employment Agreement, dated 1 December 1998, which have been incorporated into column A of the Annual Base Salary of the 1998 – 2000 Employment Contract.
- "*Night Allowance*" means the hourly rate paid in addition to ordinary time for ordinary hours of work performed between the hours of 8.00 p.m. to 6.00 am Monday to Friday inclusive, but excepting public holidays.
- "*Afternoon Allowance*" means the hourly rate paid in addition to the ordinary time for the first 3 hours for work performed on the Saturday afternoon shift.

## 2. **NURSING ROSTER CYCLE**

### (a) Nurses Working the Nursing Roster Cycle

The following general conditions of employment shall apply:

- i. *Day duty* - The ordinary working hours of a nurse employed whole time and on day duty shall be 8 hours each day.
- ii. *Afternoon duty* - The ordinary working hours of a nurse employed whole time and on afternoon duty shall be either: 8 hours each day; OR a continuous duty of 8 hours each day.
- iii. *Night duty* - The ordinary hours of duty of a nurse employed whole time and on night duty shall consist of a continuous duty of 8 hours.
- iv. All hours worked in each day shall be continuous except for meal periods and rest breaks.
- v. Rosters shall be posted at least 21 days in advance and once posted; rosters may only be varied following consultation with the staff affected or in the event of emergency.



## Appendix 10

### Duly Authorised Officers (DAOs)

#### Hawke's Bay DHB

DAOs who regularly form part of the DAO roster will be entitled to 2 additional annual leave days each year.

#### Canterbury DHB

DAOs required to take part in the DAOs roster shall be paid an allowance of \$500 per annum (paid in fortnightly instalments). DAOs required to be available to be on call during normal off duty hours, on at least 30 occasions but on not more than 50 occasions per annum shall be paid an availability allowance of \$3000 per annum (paid in fortnightly instalments). Sub-clause 21.2 will have no application to DAOs.

#### Capital and Coast DHB

##### Crisis Team

The DAO allowance for Capital and Coast DHB's Crisis Team will be \$5177 per annum until the standard DAO payments exceed this. This amount is an entitlement to those employees who are on a base salary plus benefits. This allowance will be paid pro rata for part-time employees.

#### West Coast DHB

Shown below are the payments for the Duly Authorised Officers under the column headed Crisis Allowance:

	<b>Step</b>	<b>Crisis Allowance</b>
<b>Team Leader*</b>	1	4,500.00
<b>Key Worker</b>	8	4,240.00
	7	4,032.00
	6	3,835.00
	5	3,647.00
	4	3,469.00
	3	3,300.00
	2	3,139.00
	1	3,985.00
	<b>Step</b>	<b>Crisis Allowance</b>
<b>Support Worker</b>	5	2,120.00
	4	1,977.00
	3	1,843.00
	2	1,719.00
	1	1,603.00

Community Mental Health team members who are not receiving a crisis allowance above, and who are required to provide DAO services during rostered hours of work and routine weekend hours on call prior to a TACT team member/DAO arriving from Greymouth, will be paid an allowance of \$1200 per annum in recognition of their responsibilities under the Mental Health Act. This provision is only intended to record arrangements in place immediately prior to the commencement of this MECA, as set out in individual letters dated 30 November 2010.

Buller team members that participate in the weekend roster to provide an on-call service for non- crisis clinical work will be paid an allowance of \$4,000 per annum (pro rata). The allowance includes full payment and recognition for on-call requirements, telephone rental and the nature of the work performed. This provision is only intended to record the arrangements in place immediately prior to the commencement of this MECA.

## Appendix 11

### **Service Provisions for Severance Payments**

#### **Northland, Waikato, Lakes, Bay of Plenty and Tairāwhiti Severance**

Payment will be made in accordance with the following:

- (a) For employees employed prior to 30<sup>th</sup> June 1992 "service" for the purposes of this subclause (11) means total aggregated service with the employing employer, with that employer, and one or more other District Health Board or its predecessors, and with one or more of the following services:
  - i. Public Service
  - ii. Post Office
  - iii. New Zealand Railways
  - iv. any University in New Zealand
  - v. any Health Centre in any New Zealand Polytechnic and/or College of Education.

For employees employed after 30 June 1992, "service" for the purposes of this subclause means periods of not less than 6 months service with District Health Boards, Hospital and Health Services, Crown Health Enterprises, Area Health Boards, Hospital Boards, or the Department of Health provided that service is continuous with current employment i.e., broken by periods of no more than 3 months.

For employees employed after 1 August 1994 "service" for the purposes of this subclause means periods of not less than 6 months service with the employer (or its predecessors only) provided that service is continuous with current employment i.e., broken by periods of no more than 3 months.

Service 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 the employer shall be excluded.

#### **Hawke's Bay**

- 1.0** Service for the purpose of this agreement shall comprise of all periods of service in Hawke's Bay District Health Board and its predecessors employed as at 28 March 1994, and service with one or more of the organisations below. But excludes any service with any of the organisations below or with any Board or Hospital and Health Service, 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 organisations below or from any Boards or Hospital and Health Service.

- Public Service
- NZ Post Office
- NZ Rail
- Any University in New Zealand
- Any Health Centre in any NZ Polytechnic or College of Education.

**2.0** "Service" for the purposes of this subclause means total aggregated service with the Employer and its predecessors,

### **Hutt Valley**

#### Service – Definition

For employees employed by Hutt Valley District Health Board as at 1 November 2007 "service" is that recognised by Hutt Valley District Health Board according to the previous employment agreement arrangement for that employee.

### **MidCentral**

Service for the purposes of severance and enhanced early retirement means total aggregated service with MidCentral District Health Board and its predecessors or within the Health Service.

### **Taranaki**

#### Recognised Service

For the purpose of establishing employee service-related entitlements the following applies:

- a) If you were employed with TDHB prior to 31 August 1992 you will, while remaining in the employment with TDHB continue to have all service recognised prior that date credited.
- b) If you were employed from 31 August 1992 until 31 March 1994 your service will comprise all periods of employment with the following services and organisations.
  - i. New Zealand Ministry of Health
  - ii. New Zealand Area Health and Hospital Boards
  - iii. Such other service as it is agreed by the employer and the employee.
  - iv. Service with one or more of the above organisations which is continuous with current employment in the Health Service may be credited provided the total period of service is continuous (i.e., broken by an interval of no more than 1 month).
- c) TDHB will recognise relevant service with other DHBs, local government and overseas public health providers for the purposes of annual leave and remuneration discussions on the commencement of employment.

### **Wairarapa**

#### Recognition of Previous Service

For the purpose of leave and redundancy clauses, service with the Wairarapa District Health Board and its predecessors only will be recognised. Other previous service which is relevant to the position or of benefit to the employer may also be recognised at the discretion of the employer.

For those employees that were employed as at 01 February 1995 the Wairarapa District Health Board shall continue to recognise previous periods of service that were recognised prior to 01 February 1995, while the employee remains continuously employed by the Wairarapa District Health Board.

## **Whanganui**

Aggregated Service means the total period of service made up of separate periods of service where the break between the periods of service is more than 3 months, with the following employers: Whanganui District Health Board and its immediate predecessors, that is Good Health Wanganui, the Manawatu-Wanganui Area Health Board, Wanganui Area Health Board, Wanganui Hospital Board, Public Service, Post Office, New Zealand Railways, any University in NZ, any NZ Polytechnic and/or College of Education, but excludes any service for which redundancy/severance/early retirement or similar payment has already been made.

Aggregated service applies to service for severance calculations and gratuity payment calculations.

## **Capital and Coast**

### **1 Severance:**

Payment will be made in accordance with the following:

- 1.1 "Service" for the purposes of this sub-clause 1.1 means total aggregated service with Capital & Coast District Health Board, Capital Coast Health Ltd, and other Hospital Health Services, Crown Health Enterprises, Area Health Boards and/or Hospital Boards but excludes any service with any of the above employers 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.

For the purposes of severance, those employees who, prior to 7 October 1994, were employed by the employer and under coverage of the expired NZ Area Health Boards Professional, Technical and Related Employees' Award, will continue to have service recognised as provided for in that contract.

## **Canterbury Severance Payment**

Where an employee is declared redundant by the employer and provided the employee has completed 12 months service, a severance payment shall be made in accordance with sub-clause 39.9.1.

## **Nelson Marlborough**

### Severance for Public Health Nurses

Payment will be made in accordance with sub-clause 39.9.1 which will be used as a maximum:

"Service" for the purposes of this clause means total aggregated service with Area Health Boards and/or Department of Health (and their successors or predecessors), provided that the qualifying service of employees employed by the employer prior to 7th December 1992 is not affected by the coming into effect of this clause, and provided that any qualifying service which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any such employer is excluded.

## **Severance for All Other Employees**

### **1.1 Redundancy**

1.1.1 Payment will be made in accordance with sub-clause 39.9.1 which will be used as a maximum:

Service is defined as service with Hospital Boards and Department of Health (and/or its successors) except that employees who transfer to this agreement from other agreements within Nelson Marlborough District Health Board shall have their existing service recognised and provided that any qualifying service which has been taken into account for the purposes of calculating any entitlement to a redundancy/early retirement or similar payment from any such employer is excluded.

## **Otago Severance**

Payment will be made in accordance with the following:

- a. "Service" for the purposes of this subclause means total aggregated service with the Employer, and one or more other Crown Health Enterprises or Area Health/Hospital Boards and with one or more of the following services:
  - i. Public Service
  - ii. Post Office
  - iii. New Zealand Railways any University in New Zealand
  - iv. any Health Centre in any New Zealand Polytechnic and/or College of Education

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

Notwithstanding the above, for employees employed after 11 September 1995 service shall be deemed to be service with Otago District Health Board only and excludes any

service that has been taken into account for the purposes of calculating any entitlement to a redundancy severance, early retirement, or similar payment.

### **West Coast Severance**

Payment will be made in accordance with the following:

- (a) "Service" for the purposes of this clause means total aggregated service with the West Coast District Health Board and one or more other Hospital or Area Health Board's but excludes any service with any of the above services or with any Board/CHE 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. Employees of the West Coast District Health Board employed before 31 July 1992 will continue to have all eligible periods of service recognised before that date credited for this purpose while employed by the West Coast District Health Board.

## Appendix 12

### NELSON-MARLBOROUGH PENAL RATES

- a) Where employees in Nelson Marlborough currently have higher penal rates than the national standard rates their penal rates will be frozen at that level as at 2 November 2008. The penal rates will remain frozen at the 2 November 2008 level until the national penal rates catches up with the Nelson Marlborough higher penal rates. See rates shown below.
- b) Where employees in Nelson Marlborough currently have penal rates below the national standard rates their penal rates will increase effective from 2 November 2008 to the national standard penal rates.

#### Frozen Penal Rates as 2 November 2009

##### Salary Scale for Mental Health Inpatient Nurses

	1-Nov-08	Ordinary Hourly Rate	T0.5	T1	61.7%	88.2%
<b>MH Inpatient Nurses</b>						
Step 5	58916	\$28.243	\$14.121	\$28.243	\$17.425	\$24.910
Step 4	51418	\$24.649	\$12.324	\$24.649	\$15.208	\$21.740
Step 3	49275	\$23.621	\$11.810	\$23.621	\$14.574	\$20.833
Step 2	46383	\$22.235	\$11.117	\$22.235	\$13.718	\$19.611
Step 1	43178	\$20.698	\$10.349	\$20.698	\$12.770	\$18.255

##### Salary Scale for Mental Health Enrolled Nurses

	1-Nov-08	Ordinary Hourly Rate	T0.5	T1	61.7%	88.2%
<b>Enrolled Nurses</b>						
Step 3	43919	\$21.054	\$10.527	\$21.054	\$12.990	\$18.998
Step 2	40706	\$19.513	\$9.756	\$19.513	\$12.039	\$17.210
Step 1	38563	\$18.486	\$9.243	\$18.486	\$11.405	16.304

##### Salary Scale for Psychiatric Assistants



<b>Psych Assist</b>	<b>1- Nov-08</b>	<b>Ordinary Hourly Rate</b>	<b>T0.5</b>	<b>T1</b>	<b>61.7%</b>	<b>88.2%</b>
Step 5	42749	\$20.493	\$10.246	\$20.493	\$12.644	\$18.074
Step 4	40091	\$19.219	\$9.609	\$19.219	\$11.858	\$16.951
Step 3	37050	\$17.761	\$8.880	\$17.761	\$10.958	\$15.665
Step 2	34197	\$16.393	\$8.196	\$16.393	\$10.114	\$14.458
Step 1	31350	\$15.028	\$7.514	\$15.028	\$9.272	\$13.254


**Salary Scale for Community Mental Health and Public Health Nurses**

	<b>1 Nov 08</b>	<b>Ordinary Hourly Rate \$</b>	<b>T0.5</b>	<b>T1</b>	<b>61.7%</b>	<b>88.2%</b>
<b>Community MH &amp; Public Health Nurse</b>						
Step 8	65290	31.299	15.650	31.299	19.312	27.606
Step 7	63882	30.624	15.312	30.624	18.895	27.011
Step 6	60313	28.913	14.457	28.913	17.839	25.501
Step 5	57845	27.730	13.865	27.730	17.109	24.458
Step 4	52060	24.957	12.478	24.957	15.398	22.012
Step 3	49275	23.622	11.811	23.622	14.575	20.834
Step 2	46383	22.235	11.118	22.235	13.719	19.612
Step 1	43178	20.699	10.349	20.699	12.771	18.256


## SIGNATORIES

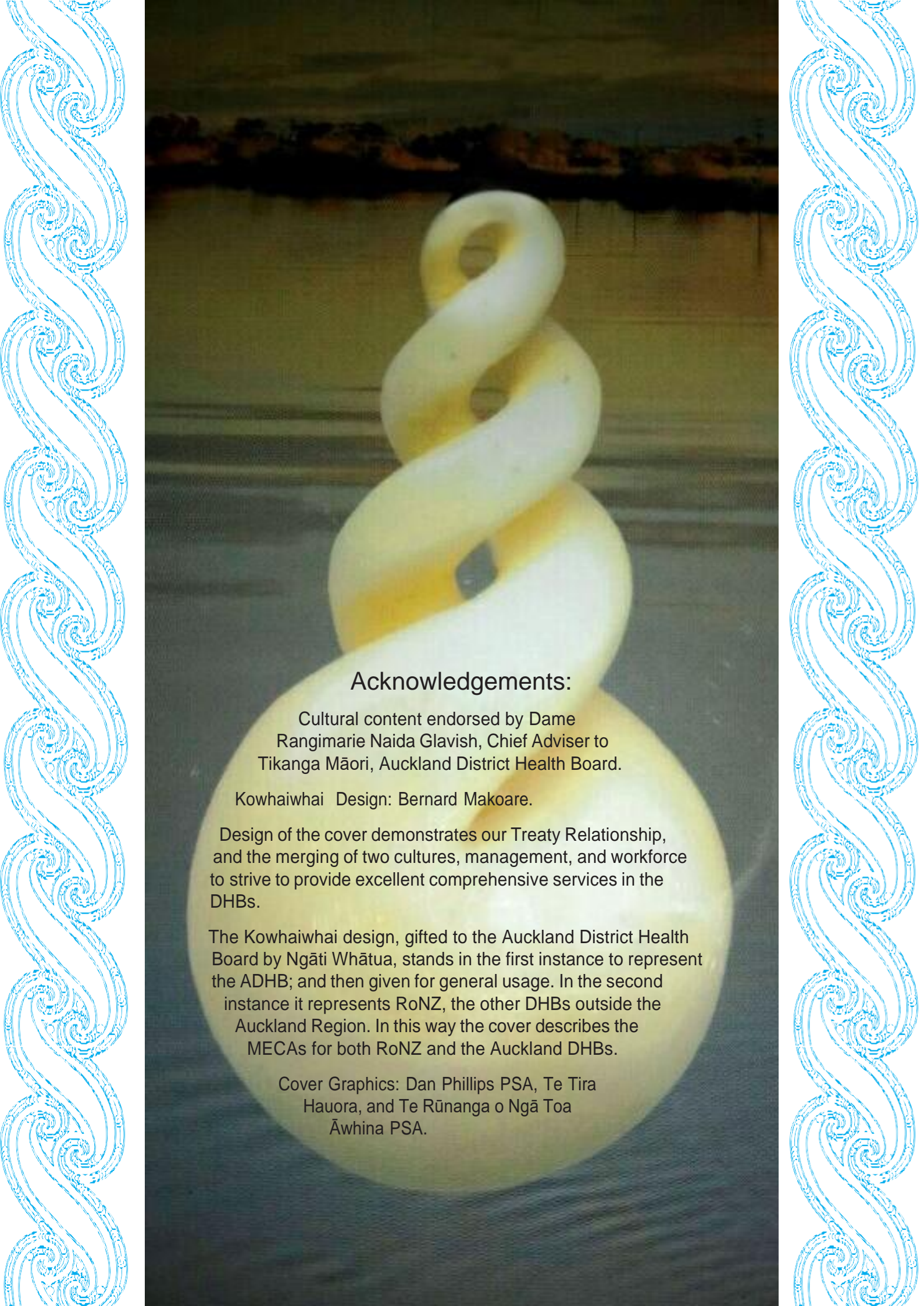
Signed this \_\_\_\_\_ Day of \_\_\_\_\_ 2023

### AUTHORISED Representatives of the Employee Parties:

	
<i>Warwick Jones Assistant Secretary Public Service Association</i>	

### AUTHORISED Representatives of the EMPLOYER PARTIES:

	
<i>Margie Appa Chief Executive Officer Te Whatu Ora</i>	



## Acknowledgements:

Cultural content endorsed by Dame Rangimarie Naida Glavish, Chief Adviser to Tikanga Māori, Auckland District Health Board.

Kowhaiwhai Design: Bernard Makoare.

Design of the cover demonstrates our Treaty Relationship, and the merging of two cultures, management, and workforce to strive to provide excellent comprehensive services in the DHBs.

The Kowhaiwhai design, gifted to the Auckland District Health Board by Ngāti Whātua, stands in the first instance to represent the ADHB; and then given for general usage. In the second instance it represents RoNZ, the other DHBs outside the Auckland Region. In this way the cover describes the MECAs for both RoNZ and the Auckland DHBs.

Cover Graphics: Dan Phillips PSA, Te Tira Hauora, and Te Rūnanga o Ngā Toa Āwhina PSA.

