

NELSON MARLBOROUGH

DISTRICT HEALTH BOARD



COLLECTIVE AGREEMENT

FOR MAINTENANCE TRADESPERSONS

01 February 2018 – 31 January 2020

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NELSON MARLBOROUGH DISTRICT HEALTH BOARD

COLLECTIVE AGREEMENT

MAINTENANCE TRADESPERSONS

INTENT OF THE PARTIES

The parties agree that this agreement shall be administered in accordance with the true intent of its terms and provisions and will give each other fullest co-operation to maintain harmonious industrial relations. It shall be the duty of the parties covered by the agreement to comply with and abide by all the provisions of this agreement.

1 PARTIES TO THE AGREEMENT

1.1 The parties to this agreement

1.1.1 EMPLOYER PARTY TO THIS AGREEMENT

The Nelson Marlborough District Health Board (hereinafter referred to as "the employer")

1.1.2 UNION PARTY TO THIS AGREEMENT

E tū Inc (hereinafter referred to as "the Union")

1.2 Coverage

This Agreement shall cover the work of all employees of the employer engaged in any engineering and electrical work including any other type of maintenance or trades persons work performed on behalf of the employer in the Nelson Marlborough regions.

2 NEW EMPLOYEES

2.1 New employees who are or become members of E tū shall be covered by the terms of this agreement. Such employees may have additional terms and conditions, which are not inconsistent with the terms of this agreement.

2.2 The parties agree that if, during the currency of the agreement, the employer engages employees in types of work within the coverage of the agreement for which no classification or rate is specified. The parties shall negotiate, and the agreement shall be varied to incorporate new classifications and rates as required

3 DEFINITIONS

3.1 **Employer** - means the Nelson Marlborough District Health Board.

3.2 **Employee** - means a person who is employed by the Nelson Marlborough District Health Board and who is covered by this agreement.

3.3 **Full time employee** - means an employee who works not less than the "ordinary" or "normal" hours as set out in Clause 5 of this Agreement.

- 3.4 **Part time employee** - means an employee, other than a casual or temporary employee, who works on a regular basis for less than the "ordinary" or "normal" hours as set out in Clause 5 of this Agreement. The parties agree that part time employees shall not be used to displace permanent employees.
- 3.5 **Temporary employee** - means an employee who works, either on a full or part time basis, for a set period of time as agreed between the employer and employee. The parties agree that temporary employment Agreements should only be used to cover specific situations of a temporary nature, eg to fill a position where the incumbent is on study leave or parental leave, or where there is a task of a finite duration to be performed.
- 3.6 **Casual employee** - means an employee who is called to work on an "as and when required" basis, and who shall work for no more than five consecutive duties in one week. The parties agree that casual employees shall not be used to displace permanent employees. Casual employees have no entitlement to leave except that in lieu of annual leave they receive 8 per cent of gross earnings which will be added to the wage payment for each engagement. NB: each period of employment of a casual employee is treated as a discrete and separate engagement, with no ongoing entitlement to employment.
- 3.7 **Board** - means the Nelson Marlborough District Health Board.
- 3.8 **Tradesperson** - Means an employee appointed as such by the employer and qualified to perform the duties of a tradesperson.
- 3.9 **Week (in the case of day workers)** - shall mean the seven days computed from midnight to midnight covered by the pay period.
- 3.10 **Agreement** - means the Nelson Marlborough District Health Board Collective Agreement for Tradespersons.
- 3.11 **Hourly rate of pay** - shall be one two thousand and eighty sixth part (2086), correct to three decimal places of a dollar, of the annual rate of salary payable.

4 SALARY SCALES AND ALLOWANCES

- 4.1 The Basic salary will be as listed below and applicable from 02 October 2017:

Step	TradePersons*		
	02 October 2017	01 October 2018	04 February 2019
1	\$51,742	\$53,036	\$54,362
2	\$53,054	\$54,380	\$55,740
3	\$54,366	\$55,725	\$57,118
4	\$55,678	\$57,070	\$58,497
5	\$56,989	\$58,414	\$59,874

*Includes boiler allowance

- 4.2 **Additional Allowance** - The employer reserves the discretionary right to pay any additional allowance or bonus payment. In July of each year the employer will determine whether a payment can be made

to employees party to this Agreement. This payment will be subject to performance and the state of the budget.

4.2.1 **Tradespersons Allowance** - an allowance of \$2.00 per hour will be paid whilst trades people are performing the duties of filter cleaning or extra dirty work when assisting plumbers and/or working in a sewerage environment.

4.2.2 **Home Calls Allowance** – If an employee is called at home by the Hospital Switchboard or by their manager between the hours of 10.00 pm and 6.00 am and is able to resolve the problem from home. They will be paid \$30.00 for each call with a maximum of one call being paid each hour. This payment will not be paid if the employee is subsequently called back to work as the provisions of 6.3 will then apply.

4.2.3 All remuneration and allowances (including leave) shall be pro rated for part-time or casual employees on the basis of hours worked.

4.3 Operation of Salary Scale

4.3.1 Progression through the scale will be by automatic annual increment subject to satisfactory service on 1 August of each year from steps 1 to 4.

4.3.2 Step 5 may only be attained by merit

4.3.3 Progression through the scale (steps 1-4) can be accelerated at the request of the employee subject to the approval of the employer.

4.4 Salary on Appointment

4.4.1 Upon engagement of any new employee, the employer shall place an employee on a step within the relevant classification, taking into account the following skills, experience and qualifications:

- (1) Size and complexity of the position
- (2) Relevant qualifications and skills such as: Indentureship, Trade Certification, Level of advanced Trade Certification, NZ Certification - Engineering/Electrical, Building and Technology Certificates of Craft, Level of registered responsibility, Cross occupational skills
- (3) The degree of difficulty in recruiting for specific skills and/or experience required for the position.
- (4) Previous paid or other relevant experience

5 HOURS OF WORK

5.1 The ordinary hours of work shall be 40 per week, to be worked 8 consecutive hours per day between 6.00 am to 6.00 pm, Monday to Friday, (both days inclusive). The ordinary span of hours and the total amount of ordinary hours worked in any one day may be varied by agreement between the employer and the employee(s) concerned and recorded in writing.

5.2 Where the employer requires employees to attend training courses or seminars the time so occupied shall be deemed to form part of their hours of work.

- 5.3 When the employer requires the employee to be on the job at 8.00 am and the employee is required to travel further than when working from base the extra time involved will be paid at the appropriate overtime rate. If the employee is required to travel by private transport then they will be reimbursed in accordance with the rates set out in clause 33.

6 OVERTIME

- 6.1 Overtime is time worked in excess of 8 hours per day, or, where duties in excess of 8 hours have been agreed to, 40 hours per week. All overtime must be authorised by the employer.

- 6.1.1 Where an employee is required to work overtime for more than one hour and such overtime extends over the employee's usual meal time the employer shall either provide a meal or pay the employee a meal allowance of \$11.90

- 6.1.2 The criteria for receiving a meal allowance shall be:

6.1.2.1 When required to work before 7am on any day.

6.1.2.2 When required to work after 6pm on any day

6.1.2.3 When required to work during the morning on a Saturday, Sunday or Public Holiday and this work extends beyond noon on that day.

- 6.1.3 Employees required to return to work after leaving for planned overtime will be paid a minimum of one and one half hours overtime. The employee is required to use his/her own vehicle and the transport allowance rate will be as set out in Clause 33.

- 6.2 **Overtime rates** - Overtime shall be paid at the following rates:

- 6.2.1 In respect of overtime worked on any day (other than a Public Holiday), from midnight Sunday/Monday to midday on the following Saturday at one and one half times the normal hourly rate of pay (T1 1/2) for the first three hours and at double the normal hourly rate of pay (T2) thereafter.

- 6.2.2 In respect of overtime worked from midday Saturday to midnight Sunday/Monday or on a Public Holiday at double the normal hourly rate of pay (T2)

6.3 On Call and Call back

- 6.3.1 Employees required to be on call during the Christmas/New Year holiday period as determined by the employer will be paid an allowance of \$11.50 for each 24 hour period that they are required to be on call to a maximum of 16 days.

- 6.3.2 Employees required to perform On-Call duties outside of their home district will receive an additional allowance of \$11.50 for each 24 hour period that they are required to be On-Call.

- 6.3.3 An employee shall be paid for a minimum of three hours at double the normal hourly rate, or for actual working and travelling time, whichever is the greater, when the employee:

6.3.3.1 is called back to work after

- completing the day's work, and
- having left the place of employment, or

6.3.3.2 is called back before the normal time of starting work, and does not continue working until such normal starting time, except that:

- call backs commencing and finishing within the minimum period covered by an earlier call back shall not be paid for.
- where a call back commences before and continues beyond the end of a minimum period for a previous call back, payment shall be made as if the employee had worked continuously from the beginning of the previous call back to the end of the later call back.

6.3.4 A break of at least nine continuous hours shall be provided wherever possible between any two periods of duty unless the affected employee requests otherwise. Any employee called back to work between the hours of midnight and 6.00 am shall be entitled to a break of six hours without loss of pay computed from the actual finishing time of the call-out or 6.00 am, whichever is the earlier.

6.4 With effect from 1 October 2018 all employees who participate in an on-call roster and who are on-call shall be paid an on call allowance of \$4.04 per hour except on Public Holidays when the rate shall be \$6.06 per hour. Employees will continue to receive the on call payment if doing overtime, providing the employee is rostered on call.

6.4.1 No employee who is rostered on-call will be required to do more than 1 week on call out of every 5 weeks unless agreement between the employee and the manager has been reached to do so.

6.5 **On call leave** – Employees working on an On-Call roster will receive an extra 3 days Annual Leave.

7 HIGHER DUTIES ALLOWANCE

7.1 Any employee who at the request of the employer, is substantially performing, on a temporary basis, the duties and responsibilities of a higher graded employee shall be paid from the date upon which the higher graded duty commenced at the rate of the salary for the higher graded position. An employee being paid a higher rate for fulfilling higher graded duties shall revert to his/her normal salary at the completion of such duty.

8 PAYMENT OF SALARY

8.1 Salary shall be paid at fortnightly intervals by direct credit to a bank account nominated by the employee or by negotiable cheque and where practicable within working hours.

8.2 There shall be no unnecessary delay in the payment of wages due. Where the normal pay-day is Thursday, and a special holiday falls on the Friday of pay week, wages shall be paid not later than Wednesday of that week.

8.3 Except as otherwise specially provided in this Agreement, no deductions shall be made from the Salary except for time lost through default of an employee.

8.4 At the termination of the employment all salary and other payments due under this Agreement shall be paid without delay.

9 OVERPAYMENT RECOVERY PROCEDURES

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

10 MEAL PERIODS AND REST BREAKS

- 10.1 Except when required for urgent or emergency work and except as provided in clause 10.2 below, no employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour
- 10.2 An employee unable to be relieved from work for a meal break shall be allowed to have a meal on duty and this period shall be regarded as working time.
- 10.3 A paid rest break of 10 minutes shall be allowed each morning and afternoon for employees working in excess of three hours per day. Tea, coffee, milk and sugar shall be supplied free of charge by the employer during rest and meal breaks. Where it is impractical to supply tea, coffee, milk and sugar an allowance of \$1.50 per week shall be paid.

11 UNIFORMS AND PROTECTIVE CLOTHING

- 11.1 Where the employer required an employee to wear a particular uniform, this shall be supplied free of charge and shall be worn by the employee. Suitable protective clothing and/or safety equipment such as footwear and glasses, including optically correct hardened lenses if required, shall also be provided and replaced at the Board's expense.
- 11.2 All items of uniform or protective clothing supplied by the Board shall remain the property of the Board and shall be laundered or dry-cleaned at the Board's expense, as and when required. Each case is to be determined on its merits by the employer.
- 11.3 Employees shall be required to wear safe footwear.
- 11.4 **Damage to personal clothing** - an employee may, at the employer's discretion, be compensated for damage to personal clothing worn on duty, or reimbursed dry-cleaning charges for excessive soiling to personal clothing worn on duty, provided the damage or soiling did not occur as a result of the employee's negligence or failure to wear the protective clothing available. Each case shall be determined on its merits by the employer.
- 11.5 Suitable wet weather clothing shall be provided where the employer and the employee agree that the nature of the work requires it.

12 PUBLIC HOLIDAYS

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

New Year's Day
2 January
Waitangi Day
Good Friday
Easter Monday
ANZAC Day
Sovereign's Birthday

Labour Day
Christmas Day
Boxing Day
Anniversary Day (as observed in the locality concerned)

12.2 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:

12.2.1 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.

12.2.2 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.

12.2.3 Where an employee is not required to work that Saturday or Sunday, observance of the holiday shall be transferred to the following Monday and/or Tuesday in accordance with the provisions of Sections 45 (1) (b) and (d) of the Holidays Act 2003. 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.

12.3 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.

12.4 When employees work on a public holiday which would otherwise be a working day for the employee, they will be paid the rate time one (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.

12.5 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 12.4 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.

12.6 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 12.4 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.

12.7 An employee who is on call on a public holiday as provided above, but is not called in to work, shall be granted an alternative holiday, except where the public holiday falls on a Saturday or Sunday and its

observance is transferred to a Monday or Tuesday which the employee 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.

13 ANNUAL LEAVE

13.1 Annual holidays shall be allowed as provided in the Holidays Act 2003.

13.2 The employer shall grant leave of absence on full pay to employees in respect of each leave year as follows:

With under five years service	20 working days
With five or more years service	25 working days

13.3 All current employees shall have any board or recreation days that are currently separate to their annual leave entitlement added to their existing entitlement. All such board or recreation days will cease to apply as an entitlement from that date.

On the next leave anniversary date of the employee post 1 December 2011 employees with five or more year's service shall accrue at 5 weeks per annum.

Any employee who currently has a superior entitlement shall have that entitlement grandparented by way of individual letter. There shall be a period of 6 months for individuals and the DHB to identify any individual entitlements that are superior.

13.4 The employer may decide, after consultation with the employee, how the annual leave will be taken, but at least one period of two weeks or more must be allowed. Employees may request leave at times suitable to them and this may be granted by the employer.

13.5 Annual holidays must be taken within a year of their falling due unless the employer otherwise permits.

13.6 The employer may permit all or part of the annual leave (including any credits for public holidays) accruing in respect of a leave year to be postponed to the next following year but the annual leave entitlement at any one time shall not exceed the total of annual leave accruing in respect of two leave years (including any credits for public holidays).

13.7 For the purpose of this clause, the service of an employee shall be deemed to comprise the aggregate of all periods of employment, whether continuous or intermittent, with Crown Health Enterprises, their successors or predecessors, provided that the existing qualifying service of employees employed by the Board prior to the commencement of this Collective Agreement is not affected by the coming into effect of this clause.

13.8 The provisions of the Parental Leave and Employment Protection Act 1987 shall apply in relation to annual leave when an employee takes a period of parental leave or returns to work from parental leave in accordance with Clause 16 of this Agreement.

14 SICK LEAVE

14.1 Sick leave is paid leave (with payment at relevant daily pay as prescribed in clause 14.3 below) which is available to employees when they are unfit to carry out their normal work due to illness or injury. Sick leave may not be taken at a time when other paid work outside of the employee's employment with the Board is being carried out.

14.2 Provisions

14.2.1 The length of service for the purposes of entitlement to sick leave means the aggregate period of service, whether continuous or intermittent, in the employment of Crown Health Enterprises, their successors or predecessors, subject to the debiting of sick leave already taken, provided that the existing qualifying service of employees employed by the Board prior to the commencement of this Collective Agreement is not affected by the coming into effect of this clause.

14.2.2 Sick leave with payment at relevant daily pay for each period allowed shall be reckoned in working days (ie exclusive of Saturdays and Sundays, or in the case of rostered employees their rostered days off). Public holidays (or substituted succeeding days) falling during a period of sick leave shall not be included in the calculation of sick leave taken except where employees are granted an additional leave entitlement in lieu of work performed on public holidays.

14.2.3 The employee shall ensure that notice is given to the employer on the first day of absence due to illness. A medical certificate may be required by the employer.

14.3 Entitlement to sick leave

14.3.1 For each year of qualifying service ten working days of sick leave with payment at relevant daily pay will be allowed.

14.3.2 Any period of sick leave not taken during one qualifying year will be added to the next year's entitlement.

14.4 Sickness at Home

14.4.1 The employer shall grant an employee leave on pay as a charge against sick leave entitlement when the employee must stay at home to attend to a member of the household who through illness becomes dependent on the employee. This person would in most cases be the employee's child or partner but may be another member of the employee's family or household.

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

14.5 Sick leave in relation to annual and long service leave

14.5.1 When sickness occurs during annual or long service leave the employer shall permit the period of sickness to be debited against sick leave entitlement, except where the sickness occurs during leave following relinquishment of office, provided that:

14.5.1.1 the period of sickness is more than two days;

14.5.1.2 a medical certificate is produced, showing the nature and duration of the illness

14.5.2 In cases where the period of sickness extended beyond the approved period of annual or long service leave, approval shall also be given to debiting the portion which occurred within the annual or long service leave periods against sick leave entitlement if the total continuous period of sickness exceeds two days.

14.5.3 Annual or long service leave may not be split to allow periods of illness of two days or less to be taken as sick leave.

14.6 Sick Leave for Part Time Employees

14.6.1 Part time employees are entitled to the full sick leave entitlement (in days).

14.6.2 In cases of absence due to sickness the sick leave balance will be reduced as follows:

14.6.2.1 Where the employee's scheduled duty hours are less than the standard daily shift, a whole day of sick leave will be deducted for each actual day of absence;

14.6.2.2 Where the employee's scheduled working week is less than five days out of seven, and the period of sickness extends over less days than the employee's scheduled working week, the sick leave balance will be reduced by the actual number of days absent;

14.6.2.3 Where the employee's scheduled working week is less than five days out of seven, and the period of sickness extends over the total length of the employee's scheduled working week, the sick leave balance will be reduced by five days for each actual week of absence.

14.7 Leave without pay in relation to Sick Leave

14.7.1 An employee who is granted leave without pay and who remains in the service of the Board, will have such leave included in determining sick leave entitlement.

14.8 The provisions of this clause are inclusive of the special leave provisions, Section 30A, of the Holidays Act 2003.

15 BEREAVEMENT/TANGIHANGA LEAVE

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

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

Criteria to be taken into account:

- 15.1.1.1 The closeness of the association between the employee and the deceased (NB This association need not be a blood relationship.)
 - 15.1.1.2 Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death.
 - 15.1.1.3 Whether the employee has any cultural responsibilities he or she needs to fulfil in respect of the death.
 - 15.1.1.4 The amount of time needed to discharge properly any responsibilities or obligations.
 - 15.1.1.5 Reasonable travelling time should be allowed, but for cases involving overseas travel, that may not be the full period of travel.
 - 15.1.1.6 A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any arrangements necessary. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary.
 - 15.1.1.7 If paid special leave is not appropriate then annual leave or leave without pay should be granted, but as a last resort.
- 15.2 Payment for bereavement leave should be at the rate the employee would ordinarily be paid on the day leave is taken, that is, their relevant daily pay.
- 15.3 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of clause 15.1 above. This provision will not apply if the employee is on leave without pay.
- 15.4 In the granting of time off and deciding on the length of time allowed, the employer will administer these provisions in a sensitive manner.
- 15.5 The provisions of this clause are inclusive of the special leave provisions, Section 30A, of the Holidays Act 2003.

16 PARENTAL LEAVE

- 16.1 Statement of principle - The parties acknowledge the following provisions are to protect the rights of employees during pregnancy and on their return to employment following parental leave and is to be read in conjunction with the Parental Leave and Employment Protection Act 1987 (referred to as the Act in this clause 16), provided that where this clause 16 is more favourable to the employee, the provisions of this clause 16 shall prevail. Employees should seek the advice of their manager, Human Resources or E tū in applying for parental leave. Advice on parental leave is also available from Employment New Zealand. Advice on parental leave payments is available from the Inland Revenue Department.
- 16.2 Entitlement and eligibility - Provided that the employee assumes or intends to assume the primary care as defined in the Act, or is the primary carer or partner of a primary carer, the entitlement to parental leave is:
- (a) in respect of every child born to them or their partner;

- (b) in respect of every child under six years of age, where the employee becomes a primary carer for the child;
- (c) where two or more children are born at the same time or where the employee becomes a primary carer for two or more children under six years of age within a one month period, for the purposes of these provisions the employee's entitlement shall be the same as if there were only one child.

16.3

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

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

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

16.4 In cases of adoption of children of under six years of age, parental leave shall be granted in terms of 16.2 and 16.3 above, providing that fourteen days notice is given before the employee intends to assume the responsibility for the care of the child. Evidence of an approved primary care placement shall be provided to the employer's satisfaction.

16.5 Employees intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner or midwife certifying the expected date of delivery. The provision may be waived where the employee becomes a primary carer for a child under the age of six or in circumstances outside the control of the employee.

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

16.7 An employee absent on parental leave is required to give at least one month's notice to the employer of their intention to return to duty. When returning to work the employee must report to duty not later than the expiry date of such leave.

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

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

16.9 Job protection -

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

16.10

- (a) Where possible, the employer must hold the employee's position open or fill it temporarily until the employee's return from parental leave. However in the event that the employee's position is a "key position", the employer may fill the position on a permanent basis if they meet the requirements set out in the Act.
- (b) Where the employer is not able to hold a position open, or to fill it temporarily until an employee returns from parental leave, or fills it permanently on the basis of it being a key position, and, at the time the employee returns to work, a similar position (as defined in 16.9 (a) above) is not available, the employer may approve one of the following options:
 - (i) an extension of parental leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or
 - (ii) an offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in 16.10(b)(i) above for up to 12 months; or
 - (iii) the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of 16.10(b)(i) above for up to 12 months:

provided that, if a different position is accepted and within the period of extended parental leave in terms of 16.10(b)(i), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or

- (iv) where extended parental leave in terms of 16.10(b)(i) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 16.3 of this contract.

16.11 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 16.9(a) above, parental leave shall cease.

16.12 Where, for reasons pertaining to the pregnancy, an employee on medical advice and with the consent of the employer, elects to work reduced hours at any time prior to starting parental leave, then the guaranteed proportion of full time employment after parental leave shall be the same as that immediately prior to such enforced reduction in hours.

16.13 Parental leave absence filled by temporary appointee: If a position held open for an employee on parental leave is filled on a temporary basis, the employer must inform the temporary appointee that their employment will terminate on the return of the employee from parental leave.

16.14 Employees on parental leave may from time to time and by agreement work occasional duties during the period of parental leave and this shall not affect the rights and obligations of either the employee or the employer under this clause.

16.15 Paid Parental Leave – Where an employee takes parental leave under this clause, meets the eligibility criteria in 16.2 (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full-time) for a period of up to 14 weeks.

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

These payments shall be made at the commencement of the parental leave and shall be calculated at the base rate (pro rata if appropriate) applicable to the employee for the six weeks immediately prior to commencement of parental leave. From 1 February 2019 an employee who takes a period of paid leave (e.g. annual leave) at the start of his or her parental leave may elect to start his or her parental leave payment period on the day after the date on which that period of paid leave ends, even if it is later than the child's arrival or due date.

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

Where 16.3(c) applies and both partners are employed by 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.

17 JURY SERVICE LEAVE

17.1 Employees called on for jury service are required to serve. Where the need is urgent, the employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.

17.2 Employees 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 shall retain the juror's fees (and expenses paid).

17.3 Where leave on pay is granted, a certificate is to be given to the employee by the employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of juror's fees and expenses paid. The employee is to pay the fees received to the Board but shall retain the expenses.

17.4 Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the employee is not required by the Court, the employee is to report back to work where this is reasonable and practicable.

18 WITNESS LEAVE

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

19 LONG SERVICE LEAVE

19.1 Long service leave, as a one-only period of four weeks' paid leave, is granted to an employee of 20 years service.

19.2 Eligibility

19.2.1 Employees who have completed 20 years continuous service with the Board may be granted, once only, four weeks' long service leave, provided that the existing qualifying service of employees employed by the Board prior to the commencement of this Collective Agreement is not affected by the coming into effect of this clause.

19.2.2 Continuous service may be broken by periods of up to three months but any break in service of longer than three months shall debar an employee from counting the service prior to that break towards the qualifying period for long service leave.

19.2.3 Leave without pay in excess of three months (including sick leave without pay) taken on any one occasion cannot be included in the 20 year qualifying period, eg an employee who has had in aggregate a year's leave without pay will not qualify for long service leave until 21 years of qualifying service provided that such leave shall be included in the qualifying period where it was granted for:

19.2.3.1 Standard New Zealand government bursaries or similar government sponsored awards

19.2.3.2 Recognised training courses

19.2.3.3 Military service

19.2.4 Employees who resign or who are dismissed in accordance with the provisions of clause 22.3.1 shall forfeit any long service leave to which they might otherwise be entitled.

19.3 Procedures for taking Long Service Leave

19.3.1 Long service leave must be taken in one period within five years of qualification and before relinquishment of office, or it will be forfeited, with the exception of:

19.3.1.1 an employee recalled from leave because of an emergency is entitled to resume leave after the emergency;

19.3.1.2 an employee who is within two years of retirement when he/she qualifies may, at the discretion of the employer, be paid salary for four weeks' leave at the time of retirement;

19.3.1.3 an employee who has reached the qualifying age for national superannuation and who gives notice of resignation may, at the discretion of the employer, be paid salary for four week's leave at the time of resignation;

19.3.1.4 an employee who retires on medical grounds after qualifying for long service leave, but before taking it, may be paid salary for four weeks' leave on retirement.

19.3.2 Payment for long service leave is to be on the same basis of average earnings as applies with annual leave. Average earnings are to be assessed on the basis of the calculation year preceding the leave, and paid out at the commencement of the leave.

19.3.3 Allowances and other payments which continue during annual leave shall be payable during long service leave.

19.3.4 Where a public holiday or substituted succeeding day falls during a period of long service leave, the employee is entitled to the holiday which is not to be debited against such leave.

19.4 **Deceased Employees** - The employer may approve a cash payment equivalent to four weeks' salary to the widow, widower or if no surviving spouse exists, to dependent child(ren) or to the estate, of a deceased employee who had qualified for long service leave but who had neither taken nor forfeited it under these rules. This payment will be in addition to any grant made under the Retirement Gratuity Provisions specified in this Agreement.

20 CONSULTATION

20.1 The parties accept that change in the Health Service is necessary in order to ensure the efficient and effective delivery of health services. Furthermore the parties recognise that they have a mutual interest in ensuring that health services are provided efficiently and effectively and that all employees have an important contribution to make in this regard. Consequently employees will be involved in the planning of any changes prior to implementation.

20.2 The employer acknowledges that consultation between the parties is needed on matters of mutual concern and interest. In this regard the employer will provide forums for information sharing and joint problem solving between managers, staff members and their representatives, so that recommendations can be made to the employer. Accordingly paid time off will be allowed for staff representatives subject to the prior approval of the employer.

21 MANAGEMENT OF STAFF SURPLUS

21.1 Identification of Staff Surplus

- 21.1.1 When as a result of the restructuring of the whole, or any parts, of the employer's operations, 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, the options in clause 21.3.1 below shall be invoked and negotiated on a case by case basis between the employer, the employee and his or her bargaining agent, where nominated.

21.2 Notification

- 21.2.1 Where such a surplus exists, the employer will advise the affected employee and give one month's notice of the intended termination of the position.
- 21.2.2 During this period the employer and the affected employee and his or her bargaining agent, if nominated, will meet to reach agreement on the options appropriate to the circumstances. Where an employee is to be relocated, one month's notice shall also be given to employees. A lesser period of notice may be agreed between the parties.
- 21.2.3 The employer will provide the employee and his or her bargaining agent, where nominated, all relevant information concerning the details of any proposed surplus.

21.3 Options

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

- * reconfirmed in the position
- * attrition
- * redeployment
- * leave without pay
- * enhanced early retirement
- * retraining
- * redundancy

- 21.3.2 The options of "reconfirmed in the position" and "redeployment" will preclude employees from access to the other options. The aim will be to minimise the use of redundancy.

22 TERMINATION OF EMPLOYMENT

22.1 Resignation

- 22.1.1 Except in the case of casuals, in the absence of special written agreement between the employer and the employee one week's notice of resignation or termination shall be given by the employee or the employer, except in the case of dismissal due to misconduct.
- 22.1.2 Where the required notice is not given, the party improperly terminating the service shall pay or forfeit, as the case may be, a sum equivalent to the wages for the unexpired period of notice.

22.1.3 All wages and holiday pay due shall be paid on the termination of employment.

22.2 Redundancy

22.2.1 In the event that the employer, for the reasons outlined in Clause 21, has to terminate the employee's Agreement of employment or employment in any other capacity within the Board, then the employer shall give one months' notice to the employee. During this time the employer and employee shall meet to discuss the compensation payable, which shall be no more than:

22.2.1.1 8.33 per cent of the annual salary for the preceding 12 months in lieu of notice. This payment is regardless of length of service; **and**

22.2.1.2 12 per cent of annual salary for the preceding 12 months, or part thereof for employees with less than 12 months' service; **and**

22.2.1.3 4 per cent of the annual salary for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; **and**

22.2.1.4 where the period of total aggregated service is less than 20 years, 0.333 per cent of annual salary for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

22.2.1.5 **Service** - for the purpose of the above clause means service with Crown Health Enterprises providing that the existing qualifying service of employees employed by the Board prior to the commencement of this Agreement is not affected by the coming into effect of this clause.

22.2.1.6 The total amount paid to employees under the above provision shall not exceed the annual salary the employee would have received between their cessation and the date of their compulsory retirement.

22.2.1.7 Nothing in this agreement shall require the employer to pay compensation for redundancy where as 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

22.2.2 Where the 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:

22.2.2.1 The person acquiring the business or the part being sold or transferred -

22.2.2.1.1 has offered the employee employment in the business or the part being sold or transferred, **and**

22.2.2.1.2 has agreed to treat service with the Board as if it were service with that person and as if it were continuous, **and**

22.2.2.2 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:

22.2.2.2.1 any service related conditions; **and**

22.2.2.2.2 any conditions relating to redundancy; **and**

22.2.2.2.3 any conditions relating to superannuation.

under the employment being terminated; **and**

22.2.2.3 The offer of employment by the person acquiring the business or part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either;

22.2.2.3.1 in the same capacity as that in which the employee was employed by the employer, or

22.2.2.3.2 in any capacity that the employee is willing to accept.

22.3 Dismissal

22.3.1 Notwithstanding the terms of this Agreement the employer may terminate an employee's employment at any time immediately by notification in writing if the employee shall be guilty of serious misconduct, as defined in the Nelson Marlborough District Health Board Disciplinary Policy and Procedures, and following invoking of the Board's Disciplinary Policy and Procedures.

22.4 Abandonment of Employment

22.4.1 Where an employee is absent from work for a continuous period exceeding three days without the consent of the employer or without justifiable cause he/she shall be deemed to have terminated his/her employment.

22.5 Certificate of Service

22.5.1 Each employee on leaving or being discharged from their employment shall be given on request, as soon as practicable thereafter, a certificate of service in writing stating the position held and the length of service.

23 RETIRING GRATUITIES

23.1 For employees who were employed by the employer on 1 November 1993, the employer may pay a retiring gratuity to those employees retiring from the Board, who have had no less than ten years'

service with qualifying organisations (ie. the existing qualifying service of employees employed by the Board prior to 1 November 1993 is recognised).

- 23.2 The provisions of clause 23 will not apply to employees who were not employed by the employer on 1 November 1993.
- 23.3 For the purposes of establishing eligibility for a gratuity, total Board 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 purposes of establishing eligibility.
- 23.4 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.
- 23.5 Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of an employee who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage Agreement has been made or who is in a de facto relationship.
- 23.6 The employer may pay a full gratuity to employees, who have 10 years' service, where they can produce acceptable evidence to substantiate that they are unable to continue regular employment on medical grounds or other special circumstances.
- 23.7 The calculation of a gratuity entitlement shall be in accordance with the scale detailed in clause 23.10 below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.
- 23.8 For the purposes of calculating the amount of gratuity which the Board may pay, the rate of pay on retirement shall be the basic rates of salary or wages. The entitlement is calculated in consecutive days' pay.
- 23.9 An employee who is granted leave without pay and who remains in the service of the Board, will, on retirement, have such leave aggregated with other service for gratuity purposes.

23.10 Scale of Maximum Gratuities

Total Period of Service	Maximum Gratuity
Not less than 10 years and less than 11 years	31 consecutive days' pay
Not less than 11 years and less than 12 years	35 consecutive days' pay
Not less than 12 years and less than 13 years	39 consecutive days' pay
Not less than 13 years and less than 14 years	43 consecutive days' pay
Not less than 14 years and less than 15 years	47 consecutive days' pay
Not less than 15 years and less than 16 years	51 consecutive days' pay
Not less than 16 years and less than 17 years	55 consecutive days' pay
Not less than 17 years and less than 18 years	59 consecutive days' pay
Not less than 18 years and less than 19 years	63 consecutive days' pay
Not less than 19 years and less than 20 years	67 consecutive days' pay
Not less than 20 years and less than 21 years	71 consecutive days' pay
Not less than 21 years and less than 22 years	75 consecutive days' pay
Not less than 22 years and less than 23 years	79 consecutive days' pay

Not less than 23 years and less than 24 years	83 consecutive days' pay
Not less than 24 years and less than 25 years	87 consecutive days' pay
Not less than 25 years and less than 26 years	92 consecutive days' pay
Not less than 26 years and less than 27 years	98 consecutive days' pay
Not less than 27 years and less than 28 years	104 consecutive days' pay
Not less than 28 years and less than 29 years	110 consecutive days' pay
Not less than 29 years and less than 30 years	116 consecutive days' pay
Not less than 30 years and less than 31 years	123 consecutive days' pay
Not less than 31 years and less than 32 years	129 consecutive days' pay
Not less than 32 years and less than 33 years	135 consecutive days' pay
Not less than 33 years and less than 34 years	141 consecutive days' pay
Not less than 34 years and less than 35 years	147 consecutive days' pay
Not less than 35 years and less than 36 years	153 consecutive days' pay
Not less than 36 years and less than 37 years	159 consecutive days' pay
Not less than 37 years and less than 38 years	165 consecutive days' pay
Not less than 38 years and less than 39 years	171 consecutive days' pay
Not less than 39 years and less than 40 years	177 consecutive days' pay
Not less than 40 years	183 consecutive days' pay

24 DISCIPLINARY CODE

24.1 The employer's discipline and dismissal procedures are set out in the Nelson Marlborough District Health Board Disciplinary Policy and Procedures, a copy of which shall be made available to all employees. All disciplinary and dismissal matters will be dealt with fairly, promptly, consistently and in conformity with the prescribed procedures including Personal Grievance Procedures if applicable.

25 HUMAN RESOURCES POLICIES

25.1 Attention is drawn to the employer's Human Resources policies and procedures, as set out in the employer's Human Resources Manual, a copy of which shall be available for reading on request.

26 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

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

26.1 Definitions

- (a) An "employment relationship problem" includes
 - (i) A personal grievance;
 - (ii) A dispute;
 - (iii) Any other problem relating to or arising out of the employment relationship but does not include any problem with negotiating new terms and conditions of employment.
- (b) A "personal grievance" means a claim that an employee
 - (i) Has been unjustifiably dismissed; or
 - (ii) Has had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the employer; or
 - (iii) Has been discriminated against in his/her employment; or
 - (iv) Has been sexually harassed in his/her employment; or
 - (v) Has been racially harassed in his/her employment; or
 - (vi) Has been subjected to duress in relation to union membership.

NOTE: The terms used in this clause have precise legal meanings which are set out in detail in the Employment Relations Act. Employees who believe they have a personal grievance should seek the advice of the Union. See your delegate or organiser first.

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

26.2 Time limit on raising personal grievance

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

26.3 Raising employment relationship problems

- 26.3.1 An employment relationship problem should be raised and discussed with the employee’s manager as soon as possible.
- 26.3.2 The employee is entitled to seek advice and assistance from a Union representative in raising and discussing the problem.
- 26.3.3 The employee, employer and Union will try in good faith to resolve the problem without the need for further intervention.

26.4 Mediation

- 26.4.1 If the problem is not resolved by discussion, any party may (without undue delay) seek the assistance of the mediation services provided by the Department of Labour.
- 26.4.2 All parties must co-operate in good faith with the mediator in a further effort to resolve the problem.
- 26.4.3 Mediation is confidential and, if it does not resolve the problem, is without prejudice to the parties’ positions.
- 26.4.4 Any settlement of the problem signed by the mediator will be final and binding.

26.5 Employment Relations Authority

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

NOTE: The powers of the Employment Relations Authority, and the remedies it may award, are set out in detail in the Employment Relations Act. Your Union can advise and assist you.

27 SEXUAL HARASSMENT

- 27.1 The employer has a policy of equal employment opportunity, which requires a high standard of conduct in the workplace.
- 27.2 Sexual harassment is a form of sex discrimination which contravenes this policy and is unacceptable. It will not be condoned and where it occurs the offending party will be subject to disciplinary action.

28 NOTIFICATION AND DEDUCTION OF UNION FEES

- 28.1 Upon written request from E tū, the employer shall provide within 30 days a list of names, addresses and classifications of employees covered by this agreement; provided such requests shall not be made at intervals shorter than SIX months.
- 28.2 The employer shall deduct fees from the wages of members of the E tū members covered by this agreement and shall remit them, together with a list of employees from whom deductions were made, to the appropriate union offices at regular intervals; provided that union fee deductions have been authorised in writing by the employees concerned.
- 28.3 The manner of deductions and remittance shall be determined by agreement between the employer and union.

29 ACCESS TO WORKPLACE

- 29.1 Any official of the E tū shall be entitled to enter the workplace at any reasonable time for purposes related to the employment of members and/or the union's business. He/she shall:
- 29.1.1 have regard to normal business operations in the workplace.
 - 29.1.2 comply with existing reasonable procedures in regard to safety, health and security.
 - 29.1.3 as a courtesy, inform the employer of the nature of the visit.

30 WORKPLACE REPRESENTATION / DELEGATE(S)

- 30.1 The Board shall give recognition to the delegates who are elected by the employees and endorsed by the E tū as their representative(s) of that organisation.
- 30.2 Subject to prior arrangement with their supervisor, delegates shall be allowed reasonable paid time to conduct on-site delegates' business.
- 30.3 Subject to prior agreement with the Board's authorised representative (such agreement shall not be unreasonably withheld), and on written application of the union, a delegate or other elected representative shall be released without loss of ordinary earnings for off-site union business.
- 30.4 The parties to this agreement agree that delegates shall be introduced to new employees as part of the induction process.

31 UNION TRAINING LEAVE

- 31.1 All union recognised delegates shall be entitled to five days Union Education Leave per calendar year to attend training courses sponsored by the union. These days are not in addition to the entitlements set out in the Employment Relations Act 2000. The following conditions shall apply:
- 31.2 Not less than two weeks' notice of a projected course and its agenda shall be given to the Board.
- 31.3 The Board's consent shall not be unreasonably withheld.

31.4 Time off shall be paid at the rate of ordinary pay for ordinary working hours spent in training. No reimbursement shall be made for loss of overtime or travelling time for time spent outside ordinary working hours.

31.5 In approving attendance at delegates' training courses, the Board shall not be liable for costs associated with travel, registration fees, meals and other incidental items.

32 HEALTH AND SAFETY

32.1 The attention of the parties is drawn to the employer's Policy on Occupational Health and Safety. This policy states a commitment to providing a healthy and safe workplace for the Board's staff. Occupational health and safety is both an individual and shared responsibility of all employees of the Board.

32.2 The attention of the parties is also drawn to the employer's Policy on Occupational Rehabilitation. In this policy the employer promotes the assistance of staff to an early, safe return to meaningful and productive work following illness and injury, and undertakes to provide a supportive climate in which those with chronic health conditions may maintain their work performance.

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

32.4 Employees shall be instructed in fire safety procedures. Employees may also be instructed in fire-fighting methods and in the use of fire-fighting appliances and the location of fire escapes. It is agreed that all employees will do their utmost to prevent fire and render whatever assistance is possible to ensure the safety of patients and employees in the event of fire.

32.5 Attention is drawn to the Health and Safety at Work Act 2015.

32.6 Employees will be required to attend training in C.P.R. during ordinary working hours at least once per year.

33 TRANSPORT ALLOWANCE

33.1 Employees required to use their own vehicles on Board business or on call-outs shall be reimbursed at the current IRD per kilometre rate.

34 TRAVEL EXPENSES

34.1 All actual and reasonable expenses incurred whilst travelling on Board business will be reimbursed on presentation of receipts.

34.2 Employees required to work away from the ordinary place of work and stay overnight will have suitable accommodation and meals paid for together with payment of an Incidentals Allowance of \$10.00 per day, or alternatively have suitable accommodation paid for together with payment of a Meal and Incidentals Allowance of \$45.00 per day or part day. In addition employees will be able to make a three minute toll call to their home each night that they are required to stay overnight away from home.

35 REFUND OF PRACTISING CERTIFICATE

35.1 Where an employee is required by law to hold a practising certificate, the cost of the certificate shall be refunded to the employee, provided that:

35.1.1 It must be a statutory requirement that a current certificate be held for the performance of duties.

35.1.2 The employee must be engaged in duties for which the holding of a certificate is a requirement.

36 REPLACEMENT OF TOOLS

36.1 The employer shall insure the employee's tools against loss by fire, burglary and theft, provided the tools have been stored by the employee in the place and in the manner directed by the employer.

37 CONTINUITY OF SERVICE

37.1 For the purpose of this Agreement current continuous service will not be deemed to be broken by reason of the sale or transfer, including merger, of the employer's business, or a part of that business, to a new employer who continues to employ such employees without an interruption in their service.

37.2 The employer shall give the employees' Union representative at least 21 days prior notice of any Agreement change or change of Contractor directly affecting the employment of any employees covered by this Agreement.

38 VARIATIONS

38.1 Should a variation to this collective agreement be proposed, the initiating party (ie. either the Board or the union) shall advise the other, and a meeting will be held to discuss the matter.

38.2 The parties agree that any clause may be varied by agreement between the employer and 60% of employees directly affected.

38.3 The procedure for variations shall be:


- The proposal shall be discussed by the employer and the union and the elected employee representative/s in the first instance and a variation proposal developed.
- The variation shall be presented by the union to the employees affected and, if agreement is reached between the employer and a majority of at least 60% of the employees affected, the agreement shall be recorded in writing and signed by the employer and the union.
- Where agreement on variation is reached by operation of this clause, all employees affected shall be bound by the variation.

In the event of no agreement being reached, the provisions of this collective agreement shall apply.

39 TERM OF AGREEMENT

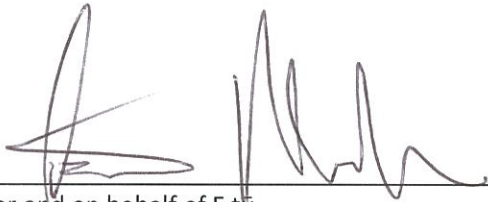
39.1 This collective agreement shall come into effect on 01 February 2018 and shall continue in force until the 31 January 2020.

Peter M Bramley



For and on behalf of Nelson Marlborough District Health Board

Date: 20/8/19



For and on behalf of E tu

Date: 29/08/2019