



NELSON MARLBOROUGH DISTRICT HEALTH BOARD

AND

PUBLIC SERVICE ASSOCIATION



STOREPERSONS COLLECTIVE AGREEMENT

1 April 2019 – 1 April 2021

Contents

1.0	AGREEMENT FORMALITIES	3
1.1	Parties	3
1.2	Coverage	3
1.3	Partnership Agreement	3
1.4	Definitions	3
2.0	HOURS OF WORK.....	4
3.0	MEAL BREAKS AND REST PERIODS	4
4.0	OVERTIME AND PENAL TIME.....	4
4.1	Overtime	4
4.2	Penal Rates	5
5.0	CALL BACKS.....	5
6.0	HIGHER DUTIES ALLOWANCE	5
7.0	<u>DEVELOPMENT ALLOWANCE</u>	<u>6</u>
8.0	REMUNERATION.....	6
8.1	Salary Scales.....	6
8.2	Salary Progression.....	7
8.3	Additional Step Progression Process.....	7
9.0	ANNUAL LEAVE	7
10.0	PUBLIC HOLIDAYS	8
11.0	BEREAVEMENT/TANGIHANGA LEAVE.....	9
12.0	SICK & DOMESTIC LEAVE	10
13.0	PARENTAL LEAVE	11
14.0	JURY SERVICE/WITNESS LEAVE.....	13
15.0	LONG SERVICE LEAVE AND RETIREMENT GRATUITY PROVISIONS.....	14
16.0	HEALTH & SAFETY	14
17.0	UNIFORMS, PROTECTIVE CLOTHING & EQUIPMENT	15
18.0	EDUCATION & TRAINING.....	15
19.0	POLICIES AND PROCEDURES	15
20.0	TRANSPORT AND TRAVELLING EXPENSES	15
21.0	EMPLOYEE ACCESS TO PERSONAL INFORMATION.....	15
22.0	WORKING BETTER TOGETHER	16
23.0	INDIVIDUAL EMPLOYMENT AGEEMENTS	16
24.0	CONSULTATION, CO-OPERATION AND MANAGEMENT OF CHANGE	17
24.1	Statement of Intent.....	17
24.2	Management of Change	17
24.3	Participation	18
24.4	Staff Surplus	18
25.0	ENDING EMPLOYMENT	22
25.1	Notice Period	22
25.2	Abandonment of Employment.....	22
26.0	HEALTHY WORKPLACE - BULLYING AND HARASSMENT PREVENTION.....	22
27.0	EMPLOYMENT RELATIONSHIP PROBLEMS.....	22
28.0	SAVINGS	23
29.0	NON-WAIVER UNDERSTANDING	23
30.0	ENTIRE AGREEMENT	24
31.0	VARIATION TO AGREEMENT	24
32.0	TERM OF DOCUMENT	24
33.0	NON-UNION MEMBERS EMPLOYED UNDER THIS COLLECTIVE AGREEMENT	24
	Appendix 1 - AGREEMENT FOR BIPARTITE RELATIONSHIP FRAMEWORK	25



1.0 AGREEMENT FORMALITIES

1.1 Parties

The parties to this Collective Agreement (the "Agreement") are the Nelson Marlborough District Health Board ("NMDHB" or "the employer") and the New Zealand Public Service Association ("PSA or 'the Union")

1.2 Coverage

This Agreement shall apply to all employees who are, or become, members of the Union, who work as Purchasing Officers, Storepersons, Imprestors, excluding the Purchasing and Contracts Manager.

1.3 Partnership Agreement

Please refer to the Agreement for a Bipartite Relationship Framework (Appendix)

1.4 Definitions

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

Employer means NMDHB employing the particular employee.

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. 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.

Part time employee means an employee, other than a casual employee, employed on a permanent basis but works less than the ordinary or normal hours set out in the hours of work clause. Any wages and benefits e.g. leave; will be pro rata according to the hours worked unless specifically stated otherwise in this Agreement.

Permanent employee means an employee who is employed for an indefinite term; that is, an employee who is not employed on a temporary or casual basis.

Fixed term employee as defined by Section 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.

Imprestor/Storeperson means an employee substantially undertaking a role involving warehousing and distribution of stock to wards and departments throughout NMDHB

Stores Supervisor means an employee substantially undertaking a role involving general supervision of staff and inventory control

Purchasing Officer means an employee substantially undertaking a role involving ordering goods and services throughout NMDHB



2.0 HOURS OF WORK

- 2.1 Unless otherwise specified the ordinary hours of work shall be Eighty (80) hours in each two week period (14 days) between 6 a.m. and 6.p.m.
- 2.2 The working week shall always start and end at midnight Sunday/Monday.
- 2.3 Except in an Emergency, no employee shall work more than seven consecutive duties at any one time, unless otherwise mutually agreed.

3.0 MEAL BREAKS AND REST PERIODS

- 3.1 Except when required for urgent or emergency work and, no employee shall be required to work for more than five hours continuously without being entitled to a meal break of not less than half an hour. There will be only one meal break of not less than half an hour during a 10 hour period of work.
- 3.2 An employee unable to be relieved from the workplace for a meal break shall be entitled to have a meal while on duty and this period shall be regarded as working time paid at the appropriate rate (the rate payable at that time).
- 3.3 Except where provided for above, an employee unable to take a meal after five hours shall, from the expiry of five hours until the time when a meal can be taken, be paid T0.5 in addition to the hourly rate that would otherwise be payable.
- 3.4 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, and the equivalent breaks for night duty where these occur during duty, shall be recognised as time worked.
- 3.5 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer.

4.0 OVERTIME AND PENAL TIME

4.1 Overtime

- 4.1 Overtime is time worked in excess of:
 - (i) eight hours per day or their normal duty whichever is greater or
 - (ii) 80 hours per two week periodProvided that such work has been authorised in advance.
- 4.2 All work performed outside or in excess of eight hours per day or 80 hours per two weeks shall be paid at a rate of time and a half (T1.5) for the first three hours and at double time rates (T2) thereafter.
- 4.3 Employees working overtime on Saturdays shall be paid at time and a half (T1.5) for the first three hours and double time (T2) thereafter, and overtime worked after noon on Saturday and on Sunday shall be paid at double time rates (T2). Employees working overtime between 10.00 pm and 6.00 am will be paid at double time rates (T2) for each hour worked.
- 4.4 Overtime and penal time shall not be paid in respect of the same hours.
- 4.5 An employee who works 10 hours in one period and who is required to continue to work beyond the 10 hours shall be paid a meal allowance of \$12.00 or, at the option of the employer, be provided with a meal.



4.6 Breaks between duties will not be less than nine consecutive hours except in a rare emergency situation as agreed with the employer and employee.

4.7 With the prior agreement of the employer, an employee eligible to receive overtime may, as an alternative to payment, choose to take time in lieu at a mutually agreeable time.

4.1 Penal Rates

- Weekend rates - applies to ordinary time (other than overtime) worked after midnight Friday/Saturday until midnight Sunday/Monday shall be paid at time one half (T0.5) in addition to the ordinary hourly rate of pay.
- Public Holiday rate – applies to those hours which are worked on the public holiday. This shall be paid at time one (T1) in addition to the ordinary hourly rate of pay.
- Night rate – applies to ordinary hours of duty (other than overtime) that fall between 8.00pm and until the completion of a rostered night duty from midnight Sunday/Monday to midnight Friday/Saturday and shall be paid at quarter time (T0.25) in addition to the ordinary hourly rate of pay.
- Overtime and weekend/public holiday or night rates shall not be paid in respect of the same hours, the higher rate will apply.

5.0 **CALL BACKS**

5.1 An on call roster will not be required from 1 April 2019. It will be replaced by a call back list established via an expression of interest to all permanent store employees.

5.2 Call-back occurs when an employee is on a call back list, and is:

- called back to work after completing the day's work or duty, and having left the place of employment; or is
- called back before the normal time of starting work and does not continue working until such normal starting time;

5.3 Call-backs shall be paid at a one-off flat rate of \$200 per day when a call back is accepted for call backs on weekdays and weekends, excluding public holidays which will be paid at a rate of \$350 and the employee shall be granted an alternative holiday.

5.4 Transport: Where an employee is called back to work outside the employee's normal hours of duty in respect of work which could not be foreseen or prearranged, NMDHB shall reimburse the employee the actual and reasonable travelling expenses to and from the call-back duty. Where the employee's own vehicle is required to be used reimbursement shall be at the current IRD per kilometre rate.

6.0 **HIGHER DUTIES ALLOWANCE**

6.1 A higher duties allowance of \$20.00 per 8 hours or more worked in a day 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.

7.0 DEVELOPMENT ALLOWANCE

7.1 A development allowance will be paid instead of a higher duties allowance when an employee undertakes on the job training in relation to succession planning and takes on the duties and responsibilities of the stores supervisor or purchasing officer. The development allowance will:

- be available through an expression of interest process, conducted by the employer, to all permanent full time employees in the Nelson and Wairau stores;
- be available to two employees at any one time;
- be paid at a pro rata rate of \$1600 per person per annum;
- allow for succession planning and enable coverage when the stores supervisors or purchasing officer are on leave.

7.2 The employee paid the development allowance will be eligible for the higher duties allowance after continuously acting in the Stores Supervisor's position for a period exceeding four weeks. In this case payment of the higher duties allowance will begin from the 21st working day.

8.0 REMUNERATION

8.1 The following pay scales shall apply:

Position	Step	1 Jan 2019	1 Apr 2019	1 Apr 2020	1 Apr 2021
Storepersons					
	4*	\$41,276	\$44,935	\$46,058	\$47,210
	3	\$40,445	\$43,908	\$45,006	\$46,131
	2	\$39,269	\$43,056	\$44,132	\$45,236
	1	\$38,125	\$41,851	\$42,897	\$43,970
Purchasing Officer					
	4*	\$48,412	\$52,068	\$53,370	\$54,704
	3	\$47,584	\$49,622	\$50,863	\$52,134
	2	\$46,198	\$48,774	\$49,993	\$51,243
	1	\$44,580	\$47,353	\$48,537	\$49,750
Wairau Supervisor					
	4*	\$51,045	\$58,552	\$60,016	\$61,516
	3	\$50,215	\$52,321	\$53,629	\$54,970
	2	\$48,999	\$51,470	\$52,757	\$54,076
	1	\$48,166	\$50,224	\$51,480	\$52,767
Nelson Supervisor					
	4*	\$55,390	\$63,021	\$64,597	\$66,211
	3	\$54,562	\$56,775	\$58,194	\$59,649
	2	\$52,925	\$55,926	\$57,324	\$58,757
	1	\$50,215	\$54,248	\$55,604	\$56,994

*Denotes Additional Step Progression

8.2 Salary Progression

Salary progression is automatic at each employee's pay anniversary from steps 1 to 3. Progression to the additional step 4 applies on the employee's application and achievement of the additional step criteria per the progression process outlined below:

8.3 Additional Step Progression Process

An employee who is on step 3 may apply to their manager in writing that they wish to undertake the additional step process to achieve step 4 over the next 12 months.

Set Objectives

The employee's manager and employee meet to discuss what is required to achieve step 4 for the employee's role and sign a plan containing the goals, standards and evidence required for the employee to achieve progression. This plan should be achievable, clearly written and signed by both the individual employee and manager. Any changes required to the plan during the year will be reasonably agreed with the employee's manager.

The additional step progression plan should be developed with the employee in order to fulfil the following criteria:

Criteria to be achieved

- (a) Meet the requirements of the job description and have a positive performance review completed by their manager. Note: if a performance review has not been completed with the employee at the end of the 12 month period, this shall not count against the employee's application for additional step progression.
- (b) Demonstrate strong "Team-Work" behaviours (NMDHB Values refer)
- (c) Demonstrate "Respect" and "Integrity" (NMDHB Values refer)
- (d) Demonstrate "Innovation" including quality improvement which improves the service and/or ideas or plans which the Manager and employee agree is relevant and a cost-efficient and practical way of improving the service if it were to be implemented (NMDHB Values refer)
- (e) Cost Savings according to realistic and achievable targets set in discussion with the manager. This cost saving may include savings due to an employee's innovative idea above and may apply to ideas that save NMDHB money in other work areas than the employee's own.

Achievement of the plan at the end of the 12 months shall be decided by the manager based on the evidence of achievement against the plan. If achieved, the employee will progress to the additional step with effect from their anniversary date and be paid accordingly.

If there is any disagreement between the manager and employee as to the achievement of the additional step which cannot be resolved, the employee may ask their manager refer the matter to the Manager's manager for a decision to be made. Note: The employee also has a general right of appeal per the employee problem resolution procedure as contained within this Agreement.

9.0 **ANNUAL LEAVE**

- 9.1 Employees, other than casuals, shall be entitled to the annual leave in accordance with their current entitlement of either 4 weeks (or 22 days per year, pro-rata for part time) prior to the signed settlement of this 2012–2014 Storepersons Collective Agreement. Annual leave is to be taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause,



except that on completion of five years recognised service the employee shall be entitled to 5 weeks annual leave with effect from their anniversary date following 1 July 2012.

- 9.2 Casual employees shall be paid 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement, dependant on recognition of an individuals' service.

10.0 PUBLIC HOLIDAYS

- 10.1 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)


- 10.2 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 9.5 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) 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.

- 10.3 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.
- 10.4 When employees work on a public holiday which would otherwise be a working day for the employee, they will be paid the rate as set out in cl.4.1 (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.
- 10.5 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 9.4 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.

- 10.6 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 9.4 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.
- 10.7 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.
- 10.8 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.
- 10.9 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 three months. Payment will be relevant daily pay.
- 10.10 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.
 - c) Leave on reduced pay
- 10.11 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.

11.0 BEREAVEMENT/TANGIHANGA LEAVE

- 11.1 The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a Tupapaku/deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of



particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). The length of time off shall be at the discretion of the employer and should not be unreasonably withheld and will be exercised in accordance with the Holidays Act 2003.

- 11.2 If bereavement occurs while an employee is absent on annual leave, sick leave on pay or any other special leave on pay, such leave may be interrupted and bereavement leave granted.
- 11.3 This provision will not apply if the employee is on leave without pay.
- 11.4 In granting time off therefore, and for how long, the employer must administer these provisions in a culturally appropriate manner, especially in the case of Tangihanga.
- 11.5 The employer agrees that on application, it may be appropriate, to grant leave without pay in order to accommodate various special bereavement needs not recognised above.

12.0 SICK & DOMESTIC LEAVE

- 12.1 A full time employee shall be entitled to ten (10) working days leave for sick or domestic purposes during the first twelve months of employment, and up to an additional ten (10) working days for each subsequent twelve month period. The entitlement shall be pro-rated for part time employees except that a part-time employee shall receive no fewer than five (5) working days paid sick leave for the first twelve months of employment and a minimum of five (5) additional working days for each subsequent twelve month period. The employee shall be paid at relevant daily pay as prescribed in the Holidays Act 2003, for the first five days in each twelve month period. Thereafter they shall be paid at the normal rates of pay (T1 rate only). A medical certificate may be required to support the employee's claim.
- 12.2 At the employer's discretion an employee may be granted further anticipated sick or domestic leave. Any anticipated leave taken in excess of an employee's entitlement at the time of cessation of employment may be deducted from the employee's final pay.
- 12.3 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 employees sick and domestic leave entitlement.
- 12.4 The employee can accumulate their entitlement up to a maximum of 130 days, and any employee who has a current sick leave balance that is greater than 130 days at the date of the signed settlement of the 2012-2014 Storepersons Collective Agreement will have their balance retained for their use.
- 12.5 The provisions of this clause are inclusive of the special leave provisions of the Holidays Act 2003.
- 12.6 Domestic Leave as described in this clause is leave used when the employee must attend a dependent of the employee. This person would, in most cases, be the employee's child, partner or other dependent family member.
- 12.7 Sickness during paid leave: When sickness occurs during paid leave, such as annual or long service leave, the leave may be debited against the sick leave entitlement, (except where the sickness occurs during leave following the relinquishment of office) provided that:
 - the period of sick leave is more than three days and a medical certificate is produced.
 - During periods of leave without pay, sick leave entitlements will not continue to accrue.
 - 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.

13.0 PARENTAL LEAVE

- 13.1 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 13), provided that where this clause 13 is more favourable to the employee, the provisions of this clause 13 shall prevail. Employees should seek the advice of their manager, Human Resources or PSA 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.
- 13.2 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.
- 13.3
- (a) Parental leave of up to twelve months is to be granted to employees with at least one year's service at the time of commencing leave.
 - (b) Parental leave of up to six months is to be granted to employees with less than one year's service at the time of commencing leave. Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of the employer.
 - (c) The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by the employer. The parental leave may be taken in more than one continuous period, with the start and finish dates of each additional period, and any extension of parental leave past the anniversary date of the commencement of parental leave, to be agreed between the employer and the employee.
 - (d) Pursuant to Part 3 (A) of the Act employees who are not entitled to primary carer leave may request a period of negotiated carer leave from their employment. Negotiated carer leave may enable the employee to receive parental leave payments from IRD if they meet the parental leave payment threshold test.
- 13.4 In cases of adoption of children of under six years of age, parental leave shall be granted in terms of 13.2 and 13.3 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.
- 13.5 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.

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

13.7 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.

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

13.9 Job protection -

(a) Subject to 13.10 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.

13.10

(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 13.9 (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 13.10(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 13.10(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 13.10(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 13.10(b)(i) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 25.0 of this contract.
- 13.11 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 13.9(a) above, parental leave shall cease.
- 13.12 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.
- 13.13 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.
- 13.14 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.
- 13.15 Paid Parental Leave – Where an employee takes parental leave under this clause, meets the eligibility criteria in 13.2 (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 13.15.

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 June 2017 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 13.3 (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.

14.0 JURY SERVICE/WITNESS LEAVE

- 14.1 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.
- 14.2 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).
- 14.3 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 employer but may retain expenses.

- 14.4 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.
- 14.5 Where an employee is required to be a witness in a matter arising out of his/her employment, he/she shall be granted paid leave at the salary rate consistent with their normal rostered duties. The employee is to pay any fee received to the Employer but may retain expenses.

15.0 LONG SERVICE LEAVE AND RETIREMENT GRATUITY PROVISIONS

15.1 Long Service Leave

An employee shall be entitled to long service leave of one week upon completion of a five year period of recognised service and a week each 5 years of service after that (subject to the following subclauses of this clause, and subject to Appendix 2 of this agreement - which provides transitional arrangements). Any service period for which a period of long service leave has already been taken or paid out shall not count towards this entitlement.

- 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. This will be based on the employees FTE status at the time of taking the leave. Wherever practicable long service leave is to be taken in periods of not less than a week.
- The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment.
- In the event of the death of an employee who was eligible for long service leave but has not taken the leave, any monies due will be paid to the deceased estate.

15.2 Retirement Gratuity

Retirement gratuity provision shall only apply to those employees who had a current retirement gratuity provision with the employer as at the signed settlement date of the 2012-2014 Storepersons Collective Agreement. That retirement gratuity provision shall be "grandparented" to the employee as set out in a letter to them from NMDHB with a copy to be held on their personal file.

16.0 HEALTH & SAFETY

- 15.1 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, including the provision of protective clothing/ equipment (as per clause 22 of this SECA).
- 15.2 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.
- 15.3 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.
- 15.4 Attention is also drawn to the employer's policies and procedures on Health and Safety.



- 15.5 The employer recognises that to fulfil their function health and safety delegates require adequate training, time and facilities.
- 15.6 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 work place.
- 17.0 UNIFORMS, PROTECTIVE CLOTHING & EQUIPMENT**
- 17.1 Where the employer requires an employee to wear a uniform, it shall be provided free of charge, but shall remain the property of the employer.
- 17.2 Suitable protective clothing, including foot/ eye/ hearing protection, shall be provided at the employer's expense where the duty involves a risk of excessive soiling or damage to uniforms or personal clothing or a risk of injury to the employee.
- 17.3 Damage to personal clothing – An employee shall be reasonably 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 provided. Each case shall be determined on its merits by the employer.
- 18.0 EDUCATION & TRAINING**
- 18.1 Employees are encouraged to take advantage of learning opportunities per the Employer's Learning and Development policies.
- 19.0 POLICIES AND PROCEDURES**
- 19.1 All employees shall comply with the employer's policies and procedures in force from time to time, to the extent that such policies and procedures are not inconsistent with the terms and conditions of this Agreement.
- 19.2 The union will be consulted regarding any additions/amendments to those policies and procedures, where such additions/amendments have a material effect on employees' conditions of employment. Failure to consult shall not void any additions/ amendments.
- 20.0 TRANSPORT AND TRAVELLING EXPENSES**
- 20.1 NMDHB employer operates a Board vehicle use policy which shall be complied with. Employees who are instructed to use their motor vehicle on employer business shall be reimbursed at 74c per Km.
- 20.2 Employees may claim reimbursement and their accommodation costs approved on an actual and reasonable basis when travelling on employer business.
- 20.3 General: In circumstances not addressed by this clause, any expenses incurred on behalf of the employer shall be reimbursed in accordance with individual DHB policies.
- 21.0 EMPLOYEE ACCESS TO PERSONAL INFORMATION**
- 21.1 Employees are entitled to have access to their personal file in accordance with the Organisation's procedures.



22.0 WORKING BETTER TOGETHER

22.1 Deduction of PSA Subscriptions

The employer shall deduct employee PSA fees from the wages/ salaries of employees when authorised in writing by members and shall remit such subscriptions to the PSA at agreed intervals. A list of members shall be supplied by the PSA to each DHB on request.

22.2 Union Meetings

- The employer shall allow every employee covered by this collective agreement to attend, on ordinary pay, two meetings (each of a maximum of two 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.
- The union shall give the employer at least 14 days' notice of the date and time of any such Union Meeting.
- 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.
- Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any employee for a period greater than two hours in respect of any meeting.
- 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.

22.3 Leave to Attend Employment Relations' Education Leave

- 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.
- The PSA shall send a copy of the programme for the course and the names of the employee attending at least 21 consecutive days prior to the course commencing.
- The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.

22.4 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.

23.0 INDIVIDUAL EMPLOYMENT AGREEMENTS

The employer undertakes to delay the coming into force and pay increase of renewed conditions to staff based upon the terms of settlement of this collective agreement who are

not PSA members and who are on individual employment agreements, until at least 3 months after the Collective Agreement has been renewed.

24.0 CONSULTATION, CO-OPERATION AND MANAGEMENT OF CHANGE

Note: For change that potentially impacts more than one DHB please be aware of the alternative approach set out in the Appendix.

24.1 Statement of Intent

It is recognised that ongoing changes are necessary to ensure the continuing quality of health services. These changes can be unsettling for staff.

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.

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.

24.2 Management of Change

- 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.
- 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.
- Therefore, the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters.
- The employer accepts that employee delegates are a recognised channel of communication between the union and the employer in the workplace.
- 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.
- Reasonable paid time off 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.
- Prior approval of such meetings shall be obtained from the employer and such approval shall not be unreasonably withheld.



24.3 Participation

Partnership for Quality relies on the participation of PSA members in decisions that affect their working lives. To be meaningful participation requires active involvement of the union in decision-making, (not just consultation on decisions already made) and workers having real influence over their working environment.

Partnership for Quality is underpinned by the principles contained in the Appendix.

The working relationship between the parties is based on principles that deliver constructive, timely and meaningful engagement between the parties around issues of common interest. In doing this the parties recognise each party has their individual objectives.

- 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.
- 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.
- 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.
- 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.
- 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.
- 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 the Staff Surplus clause below:

24.4 Staff Surplus

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

- Notification of a staffing surplus shall be advised to the affected employees and their Union at least one 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 three months' notice shall be given to employees, provided that in any situation, a lesser period of notice may be mutually agreed between the employee and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).
- 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.

- Options

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

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

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

- 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.

- 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.

- Redeployment

- a) 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.



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:

- b) lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
 - c) an ongoing allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).
 - (i) 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.
 - (ii) The redeployment may involve employees undertaking some on-the-job training.
- Retraining

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.

If an employee is redeployed to a position which is similar to his/her previous one, any retraining may be minimal, taking the form of on-the-job training such as induction or in-service education. Where an employee is deployed to a new occupation or a dissimilar position the employer should consider such forms of retraining as in-service education, block courses or night courses at a technical institute, nursing bridges programmes, etc.

- Severance

Payment will be made in accordance with the following:

- a) "Service" for the purposes of this subclause means total aggregated service with NMDHB, its predecessors or any other DHB, but excludes any service with any DHB or their predecessor which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any other DHBs or their predecessors.
- b) 8.33 per cent of base salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment shall only be made where the requisite notice cannot be given. Notice that is of a lesser period than required by this document shall require the employer to pay an amount proportionate to the ungiven period of notice. This payment is regardless of length of service; and
- c) 12 per cent of base salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and
- d) 4 per cent of base salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
- e) Where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.
- f) A retiring gratuity or service payment if applicable to the individual employee who has a grandparented provision.
- g) Outstanding annual leave (and long service leave to any staff who have a grandparented provision) may be separately cashed up.



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

- 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.

- Counselling

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

- 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.

- 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 (e.g. Management of Change and Clause and Change of Ownership) or by virtue of the statutory provisions set out in Sections 19, 20 and 21 of Schedule 1B of the Employment Relations Act.



25.0 ENDING EMPLOYMENT

25.1 Notice Period

- The employee/employer may terminate the employment agreement with four weeks' written notice, unless otherwise negotiated with the employer. Agreement for a shorter notice period will not be unreasonably withheld. When the agreed notice is not given, the unexpired notice may be paid or forfeited by the party failing to give the agreed notice.
- This shall not prevent the employer from summarily dismissing any employee without notice for serious misconduct or other good cause in accordance with the employing DHB's disciplinary procedures and/or rules of conduct.

25.2 Abandonment of Employment

An employee absent from work for three consecutive working days without notification to the employer or without appropriate authorisation from the employer will be considered by the employer as having terminated their employment without notice, unless the employee is able to show they were unable to fulfil their obligations under this section through no fault of their own. The employer will make all reasonable efforts to contact the employee during the three days period of unnotified absence.

26.0 HEALTHY WORKPLACE - BULLYING AND HARASSMENT PREVENTION

- 26.1 Employees witnessing or believe they may be subject to bullying or harassment should refer in the first instance to the provisions and procedures specified in the employer's Bullying and Harassment Policy on the Staff Intranet.
- 26.2 Nelson Marlborough District Health Board operates a policy that does not tolerate bullying or harassment. This policy was developed in partnership with the PSA and NMDHB, and also in involving other unions, the parties are actively committed and involved in its prevention and counter-action.

27.0 EMPLOYMENT RELATIONSHIP PROBLEMS

These include such things as personal grievances, disputes, claims of unpaid wages, allowances or holiday pay.

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.

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.

Freephone 0508 FOR PSA
 0508 367 772
Email enquiries@psa.org.nz
Website www.psa.org.nz



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.

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.

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.

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. 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.

28.0 SAVINGS

Except as specifically varied by this Agreement, nothing in this Agreement shall operate so as to reduce the wages and conditions of employment applying to any employee at the date of this Agreement coming into force.

The parties acknowledge that all matters discussed during the negotiation of this Agreement have been dealt with, and where intentionally deleted, the savings clause does not apply.

Further, provisions from previous agreements that are to continue to apply have been recorded by way of letter provided to the union by the employer concerned.

29.0 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.



30.0 ENTIRE AGREEMENT

The provisions of this agreement shall render null and void any other previous agreement, contracts, terms and conditions of employment, customs and practices, expressed or implied, that may have applied before this agreement came into force, unless otherwise provided for.

31.0 VARIATION TO AGREEMENT

Any variation to this document shall be mutually agreed between the parties and such variation shall be in writing and signed by the parties.

32.0 TERM OF DOCUMENT

This agreement shall be deemed to have come into force on 1 April 2019 and shall expire on 1 April 2021.

Signed this  day of  2019

For an on behalf of the PSA:


Michael Cunliffe
PSA Organiser

For and on behalf of Nelson Marlborough District Health Board:


Peter Bramley
Chief Executive Officer
Nelson Marlborough District Health Board

7/6/19

Appendix 1 - AGREEMENT FOR BIPARTITE RELATIONSHIP FRAMEWORK

Purpose

The purpose of this Agreement is to provide a national framework in conjunction with the strategic direction and leadership of the HSRA to:

- 1) Support national and local bipartite structures
- 2) Achieve healthy workplaces
- 3) Constructively engage in change management processes
- 4) Provide for dispute and problem resolution

The BRF seeks to:

- take shared responsibility for providing high quality healthcare on a sustainable basis;
- ensure the parties' dealings with each other are in accord with the principles of good faith and are characterised by constructive engagement based on honesty, openness, respect and trust;
- promote productive and effective relationships;
- assist in the delivery of a modern, sustainable, high quality and healthy workforce
- align the principles, processes, procedures and goals adopted under this framework with those agreed by the Health Sector Relationship Agreement;
- improve decision making and inter party cooperation;
- co-ordinate the trialling, and where appropriate, introduction of innovative initiatives which will improve healthcare delivery; and
- ensure that all collective agreements reached between the parties are applied fairly, effectively and consistently in all District Health Boards.

The principles of the relationship framework:

The parties acknowledge that they must work cooperatively to achieve their overarching goal of maintaining and advancing a DHB workforce which provides high quality healthcare on a sustainable basis to the New Zealand population.

The parties agree that they will:

- To the extent they are capable, provide appropriate health care to the communities they serve in an efficient and effective manner.
- To the extent they are capable, ensure the availability and retention of an appropriate trained and educated workforce both now, and in the future.
- Promote the provision of a safe, healthy and supportive work environment where the recommendations of the "Safe Staffing and Healthy Workplaces Committee of Inquiry" are evident.



- Recognise the environmental and fiscal pressures which impinge upon the parties and work practices and accept the need to constantly review and improve on productivity, cost effectiveness and the sustainable delivery of high quality health services.
- Commit to making decisions that will be reached through genuine consultation processes
- Be good employers and employees.
- To the extent they are capable, ensure workforce planning, rosters and resources meet patient and healthcare service requirements, whilst providing appropriate training opportunities and a reasonable work/life balance.
- Recognise the interdependence and value of all the contributions of the health workforce, their collegiality and the need for a team approach to the delivery of health care.
- Accept that all parties have responsibilities, obligations and accountability for their actions.
- Accept that the need to deploy resources appropriately may lead to a review of traditional job functions, the reallocation or substitution of tasks.
- Work towards enhanced job satisfaction for all employees.

1) Supporting national and local bipartite structures

Bipartite Action Group (BAG)

These structures substitute any existing comparable bi-partite structures.

National Bipartite Action Group (National BAG)

This relationship framework, and the undertaking of activities required by it, shall be overseen by a committee of representatives of the parties, known as the Bipartite Action Group (BAG). The parties will decide their respective membership with members representing NZNO, SFWU, PSA members and DHBs. All parties will have representatives at the National BAG meetings with sufficient status to enter into agreement on matters raised. BAGs will be chaired on a rotational basis by DHBs and the union parties. Both the DHBs and union parties will have the same number of votes with union parties deciding how their voting rights will be determined. The committee will meet through voice and or video conferencing as required and hold face to face meetings at periods to be agreed but no less frequently than quarterly. DHBs are required to support the functioning of the BAG through ensuring parties are able to be released from other duties for this purpose.

The BAG will as necessary advise and participate in the work programme and or other initiatives of the Health Sector Relationship Agreement. It will determine the process on resolving individual and collective union and DHB issues. These will include implementation, application and interpretation issues that have a national relevance. It will also be the responsibility of the National BAG to support the ongoing activity of Local BAGs and to deal with any issues that are submitted from these groups through regular reports. The National BAG will agree on processes for its own operation and will circulate them as guidelines for Local BAGs.

All parties to the relationship have an interest in promoting the work of the BAG and will in the first instance seek to agree on the content and form of any communications relating to the work of the BAG. . BAG may develop proposals / projects for the improvement of workforce practices and planning involving the DHB health workforce or receive such initiatives from others. Secretarial services shall be provided by DHBNZ.

Local BAGs



Where they do not already exist, a BAG will be established in each DHB. The local BAG will provide a forum for workers and their union to engage in discussions and decision making on matters of common relevance. This will not prevent unions discussing individual issues with the DHB directly. But where the issue/s have relevance to more than one union all relevant parties should have the opportunity to be present and be part of the decision making process. Issues discussed at local level should be focussed on improving productivity and efficiency of the DHB and instigating local change that will benefit the parties in the effective running of the DHB and wellbeing of employees.

2) Healthy workplaces

This BRF supports the principles and joint work contained in the Healthy Workplaces Agreement.

3) Change Management:

This clause provides a change management approach, and national oversight arrangements for management of change.

This approach is to be used where the change is multi-dimensional and will challenge the ability of existing change management clauses in this agreement to respond efficiently and effectively; and where the proposed change will impact at one or more of the following levels:

- a) Nationally,
- b) Regionally,
- c) Across a number of DHBs, impacting on one or more unions,
- d) Where changes are likely to result to the structure of employment relationships in the sector.

Either party may also make a request to the HSRA steering group to use this process. All parties to the HSRA steering group must then agree/disagree whether this approach is appropriate. If it is agreed to use this process, the issue will effectively be placed with the HSRA Change Management Framework (CMF) sub-committee.

The CMF sub-committee will include union and DHB representatives appropriate to the change initiative.

The CMF sub-committee is tasked with making a considered decision on the processes to be used in the implementation of the policy or initiative and will provide a forum to decide the appropriate process for the change management.

The CMF sub-committee will ensure the change to be implemented in a coordinated fashion at the appropriate level across the sector, and involve appropriate stakeholders as each situation requires.

Where this clause has been used, it will be considered to meet the requirements for consultation as detailed in this agreement. {refer to specific MECA and CEA sub clauses}

4) Disputes and problem resolution

The parties accept that differences are a natural occurrence and that a constructive approach to seeking solutions will be taken at all times. The object of this clause is to encourage the National BAG to work cooperatively to resolve any differences and share in the responsibility for quality outcomes.

When a consensus decision on interpretation of an agreement has been reached at the national, BAG the decision will be formally captured and signed by the parties and will be binding on all parties from that time.

Any matter that cannot be resolved will be referred by the BAG to a mutually agreed third party who will help facilitate an agreement between the parties. Failing identification of a mutually acceptable third party, the matter shall be referred to the Mediation Service of the Department of Labour (or its successors) to appoint someone.

In the event that the parties cannot reach an agreed solution and unless the parties agree otherwise, after no less than two facilitation meetings, the third party will, after considering relevant evidence and submissions, provide a written but non-binding recommendation to the parties.

Nothing in this agreement shall have the effect of restricting either party's right to access statutory resolution processes and forums such as the Employment Relations Authority or the Employment Court or seek other lawful remedies.

A handwritten signature in black ink, consisting of a stylized capital 'P' followed by a horizontal line and a small flourish.