



Health Services
Collective Agreement
2023 - 2025



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1.0 INTRODUCTION

1.1 Scope and Coverage

- 1.1.1 Management has the right to plan, manage, organise, and finally decide on the operations and policies of the Department of Corrections (the Department), subject to the provisions of this Agreement. However, the Department is committed to effective consultation with the New Zealand Nurses Organisation (NZNO) and its members and accepts its responsibility to deal with them in good faith in accordance with the Employment Relations Act 2000 and subsequent amendments.
- 1.1.2 This Agreement constitutes a collective agreement pursuant to the provisions of the Employment Relations Act 2000.
- 1.1.3 The parties to this Agreement are the Department of Corrections (the Department) in respect of the Health Service and the New Zealand Nurses Organisation (NZNO)
- 1.1.4 This Agreement covers all employees of the Health Service of the Department of Corrections who are or become NZNO members and perform work either as a Clinical Team Leader, Clinical Nurse Specialist, Registered Nurse, Enrolled Nurse, Health Care Assistant or Nurse Practitioners and who work in one or more of the institutions listed in Schedule B.
- 1.1.5 Other work and employment classifications may be added to this agreement as agreed in writing by the Department and the NZNO during the term.
- 1.1.6 The Department may employ employees on a permanent, fixed term, temporary, part-time basis in accordance with the provisions of this Agreement. Casual employees may be employed under this Agreement.
- 1.1.7 Section 94 of the State Sector Act 1988 shall have no application.

1.2 Variations

- 1.2.1 This agreement may be varied during its term by agreement between the parties. To be effective the variation must be recorded in writing; agreed and signed by the Department; and agreed and signed by the NZNO following a ratifying vote of its member(s) affected by the proposed change(s).

1.3 Good Employer

- 1.3.1 In accordance with the Public Service Act 2020, the Department will act as a good employer in all aspects of its dealings with its employees and with the NZNO as their union.
- 1.3.2 The Department shall operate policies as containing provisions for the fair and proper treatment of employees in all aspects of their employment, including for:
 - (a) the impartial selection of suitably qualified people for appointment; and
 - (b) good and safe working conditions; and
 - (c) an equal employment opportunities programme; and



- (d) recognition of—
 - (i) the aims and aspirations of Māori; and
 - (ii) the employment requirements of Māori; and
 - (iii) the need for greater involvement of Māori in the public service; and
- (e) opportunities for the enhancement of the abilities of individual employees; and
- (f) recognition of the aims and aspirations, employment requirements, and the cultural differences of ethnic and minority groups; and
- (g) recognition of the employment requirements of women; and
- (h) recognition of the employment requirements of people with disabilities; and
- (i) recognition of the importance of achieving pay equity between female and male employees; and
- (j) recognition of the importance of decisions about remuneration being free from bias including, but not limited to, gender and ethnic bias.

1.4 Diversity and Equal Employment Opportunities

- 1.4.1 The Department of Corrections is committed to creating an inclusive workplace where everyone feels safe, valued and respected and equal opportunities are provided so that people can reach their full potential.
- 1.4.2 Our people bring differences in knowledge, skills, strengths and perspectives – giving us access to new ideas and ways of doing things. Increasing diversity and eliminating pay gaps are key priorities for Corrections and they align with our values, making sure that equality and inclusivity are a core part of our culture.
- 1.4.3 The following State Sector Principles will be applied to understand, address and eliminate the gender and ethnic pay gaps while continuing our efforts to ensure we have a fair, diverse and inclusive workplace.
 - 1 Freedom from bias and discrimination - Employment and pay practices are free from the effects of conscious and unconscious bias and assumptions based on gender and ethnicity.
 - 2 Transparency and accessibility - Employment and pay practices, pay rates and systems are transparent. Information is readily accessible and understandable.
 - 3 Relationship between paid and unpaid work - Employment and pay practices recognise and account for different patterns of labour force participation by workers who are undertaking unpaid and/or caring work.
 - 4 Sustainability - Interventions and solutions are collectively developed and agreed, sustainable and enduring.
 - 5 Participation and engagement - Employees, their unions and agencies work collaboratively to achieve mutually agreed outcomes.



1.5 Working Together

- 1.5.1 The Department aims to have effective communication, so that discussions on matters relating to terms of employment can be initiated by the NZNO, its members or the appropriate manager.
- 1.5.2 It is recognised that the parties will work together on national initiatives impacting on Health Services' employees during the term of this agreement. Such matters may be initiated by the Department or NZNO as appropriate.

1.6 Part-time employees

- 1.6.1 A part-time employee is one who works less than 40 hours per week or 80 per fortnight. Their relevant annual salary is pro-rated and the additional hours' rate does not apply until 40 hours have been worked in any week.
- 1.6.2 A permanent part-time employee will have specified or averaged weekly hours of work, although additional hours may be worked by agreement.
- 1.6.3 Except as otherwise provided within this agreement, a permanent part-time employee will receive the entitlements specified under this agreement. Where there is a weekly entitlement, a week will reflect either their specified weekly hours, or, where irregular hours per week are worked, their averaged hours per week.
- 1.6.4 In the case of shift leave (5.2.4) a permanent part-time employee who regularly works shifts which commence or end outside of the hours of 7am to 6pm will be eligible for shift leave based on their specified or averaged weekly hours. Where applicable, the 6 week or 30-day Parental Leave payment (5.5.2) will be similarly pro-rated.

1.7 Casual employees

- 1.7.1 Casual employees may be employed as required on the terms as specified in this agreement. The relevant annual salary shall be prorated, and the additional hours' rate does not apply until 40 hours have been worked in any week.



2.0 DUTIES

2.1 Professional Service

- 2.1.1 A primary goal is a professional service committed to reducing re-offending through delivery of a quality and innovative health service which works towards improving health outcomes and ensures prisoners receive a standard of care which is reasonably equivalent to health care accessed by the general population.
- 2.1.2 This requires an ongoing commitment to support the professional development of employees and to ensure that they meet the competencies of the Nursing Council of New Zealand.

2.2 Efficiency & Flexibility

- 2.2.1 Hand in hand with professional service is a commitment to increasing efficiency and flexibility such that all stakeholders have confidence in what the Department does.

2.3 Personal Development & Performance

- 2.3.1 The Department will provide appropriate training to enable employees to perform their role safely and efficiently, including a schedule of core training programmes appropriate to the position for newly appointed and existing employees.
- 2.3.2 Employees have a responsibility to participate in the training opportunities offered and continue to improve their level of competency.
- 2.3.3 The Department may approve leave to enable employees to undertake a course of study to complete qualifications, to attend courses and seminars and to undertake research projects which are relevant to the Department and which facilitate the wider growth and development of the employee concerned.
- 2.3.4 Performance reviews will be conducted by the appropriate manager to review performance, set targets for the future and identify an employee's development needs. All performance targets will be specific, measurable, achievable, realistic, and time-based.

2.3.5 Professional Development Recognition Programme (PDRP)

- 2.3.5.1 The Professional Development and Recognition Programme (PDRP) supports Enrolled Nurses (EN) and Registered Nurses (RN) to maintain their competency and to provide a pathway for further developing their clinical skills.



2.3.5.2 A Registered Nurse (including Clinical Nurse Specialists and Clinical Team leaders), or an Enrolled Nurse who reaches the specified PDRP levels (RN Proficient or RN Expert, or EN Proficient or EN Accomplished) will be paid the relevant annual allowance (pro-rated for part-timers and casuals) identified below as long as that employee maintains that level of practice:

RN Proficient	\$3,000	EN Proficient	\$3,000
RN Expert	\$4,500	EN Accomplished	\$4,500

2.3.5.3 The allowance shall be added to the base rate of pay and be payable for all hours worked and will attract penal rates and overtime as appropriate.

2.3.5.4 Participation in the PDRP process is voluntary.

2.3.6 PDRP Leave

2.3.6.1 Employees working on preparing a portfolio and obtaining or maintaining skill levels associated with the Professional Development and Recognition Programme are entitled to additional leave in order to undertake research or study associated with meeting the PDRP requirements as follows:

Proficient - 1 day per annum (p.a.).

Expert/Accomplished - 2 days p.a.

2.4 Hours of Work

2.4.1 The parties acknowledge / recognise that we operate in a complex and challenging environment. To operate safely and effectively the parties need to be flexible, fair, and reasonable.

2.4.2 For Health Services staff there is a requirement to undertake security screening procedures and meet operational delivery requirements if they work in a prison. However, the parties agree that the intention of the above requirements is not to expand the working day for the employee.

2.4.3 Non-Rostered employees are employed to work standard hours of 40 per week, 8 per day, Monday to Friday inclusive, between the hours of 7am and 6pm. By agreement between the employee and their manager the daily hours may be worked outside the above hours.

2.4.4 Rostered employees are employed to work standard hours of 40 per week, 8 per day to be worked on any 5 days of the week Monday to Sunday inclusive, between the hours of 7am and 6pm. By agreement between the employee and their manager the daily hours may be worked outside the above hours.

2.4.5 Shift employees are employed to work standard hours of 80 per fortnight, 8 per day on any ten days of the fortnight in accordance with a roster published not less than 10 days in advance. Once posted the published roster may be varied within the 10 days by agreement between an individual employee and their manager. Wherever practicable the days off shall be 2 consecutive days per week, provided that in any fortnight a period of one day off may be given in one week if the other three days are consecutive.



2.4.6 All employees employed on shift work have a responsibility to ensure an effective handover, both with the person they replace and with the person who replaces them.

2.4.7 Employees who intend to be absent from work on any day must, where practicable, advise their manager at least thirty minutes before their normal start time.

2.5 Additional Hours

2.5.1 All employees may be required by the Department to work reasonable additional hours to meet the needs of the Service, but the Department shall endeavour to minimize the extent to which employees are required to work additional hours. The rate for additional hours is set out in Schedule A1-A2 of this agreement.

2.5.2 A call-out occurs when an employee, having ceased work and left the site, is contacted and called to work before the normal starting time of their next shift. Each call-out will be paid as a minimum of three additional hours, except that more than one call-out completed within three hours will be regarded as one call-out.

2.5.3 Except in the case of emergency, when an employee is required to work additional hours the work will be arranged so they have a break of at least ten consecutive hours between the end of work on one day and the scheduled start time the following day.

2.5.4 Where the Department requires an employee to work 1 or more additional hours immediately following their duty a suitable meal will be supplied on request. The type of suitable meal provided will be the subject of consultation and may vary from site to site.

2.5.5 Where the Department requires an employee to be on-call they will be paid \$60.00 per day while so required.

2.5.6 Where an employee is required by the Department to work additional hours and:

a) those hours are not immediately before the employee's normal start time or immediately following the employee's normal finishing time; and

b) the employee uses his or her own vehicle to travel from home to work:

The Department will reimburse the employee for the trip to and from his or her home at the mileage rate promulgated annually by the Commission of Inland Revenue. During the term of this agreement the current IRD rate will be paid from the date of ratification, with the any subsequent changed announced during the term of the agreement paid from the date of IRD publication.

2.6 Breaks

2.6.1 The timing of breaks will occur in a manner which is least disruptive to operational needs. Typically, a normal day's work includes one unpaid break of up to 60 minutes which will normally be taken around the middle of the work period, and two ten-minute breaks.

2.6.2 Where the Department requires an employee to remain responsible for the health needs of a prisoner/s, breaks taken on the job are paid breaks. This includes where the Department requires that the employee remains immediately available to attend to the health needs of a prisoner/s.



2.7 Operating Capacity

2.7.1 Where change is proposed to maximum operating capacity for a site, the Department will consult with NZNO on the impact of such a change, including appropriate staffing arrangements. Consultation includes reasonable time for NZNO to respond to the proposal and taking their views into account before any decision is finalised.

2.8 Emergency Maximum Operating Capacity

2.8.1 These provisions are applicable only to emergency unplanned increases in muster levels at a prison where it has not been possible for the parties to use the provisions in 2.7 above, or additional staffing has not been provided.

2.8.2 Where the maximum operating capacity is exceeded and alternative prisoner accommodation is to be used, either off-site or on-site, then contingency plans will be implemented. In this event those staff bound by this agreement, who are directly involved, either off-site or on-site in the management of the prisoners as approved by the Prison Director, will be paid an allowance of \$35 per shift.

2.8.3 Where the maximum operating capacity at MECF, SHCF, Rimutaka or Christchurch Men's is exceeded by 3% or more an allowance of \$35 per shift will be paid to all employees working at that site, for the period that maximum operating capacity remains exceeded by 3% or more. Where any other prison's maximum operating capacity is exceeded by 5% or more an allowance of \$35 per shift will be paid to all employees covered by this agreement, for the period that maximum operating capacity remains exceeded by 5% or more.

2.8.4 No employee shall receive payment under both 2.8.2 and 2.8.3 concurrently.

2.9 Te Reo Māori and Tikanga Allowance

Upon completion of the required development and assessment Corrections will pay an allowance as specified in the table below. This may require an assessment to be undertaken by an approved third party.

Level	Descriptor / Objective	Annual Allowance \$ per annum (gross)
4	Higher proficiency: Reward cultural contribution	\$2,500.00
3	Moderate proficiency: Encourage development	\$1,750.00
2	Basic conversational proficiency: Support ongoing learning	\$1,000.00
1	Basic routine language: Encourage entry level learning	\$500.00



3.0 REMUNERATION

3.1 Salary

- 3.1.2 The minimum salaries payable are specified in Schedule A. Payment will be fortnightly by direct credit to the employee's nominated bank account.
- 3.1.3 Except in the case of authorised paid leave, if an employee fails to work their standard hours the Department may make an appropriate deduction from his/her fortnightly salary.

3.2 Deductions

- 3.2.1 Where appropriate written authorisation is given, the Department will make up to two deductions from an employee's salary and make corresponding payments to those organisations specified, provided such organisations are listed in the Department's deductions policy.
- 3.2.2 On termination of employment or at such other times as the Department requires, the Department may make reasonable deductions from an employee's pay (including holiday pay on termination of employment) for the value of any unreturned Department property, with due allowance for fair wear and tear, or any other debt the employee owes to the Department. There will be consultation with the employee before any deduction is made. This provision does not apply to salary overpayments which are subject to the Wages Protection Act.

3.3 Superannuation

- 3.3.1 The Department will make the required employer contribution to an employee's Kiwi Saver account, provided the employee meets the residency and age requirements of that savings scheme.
- 3.3.2 Where an employee is a contributing member of either the State Sector Retirement Savings Scheme or the Government Superannuation Fund (both of which schemes are now closed to new members) the Department will make the required employer's contribution, together with any tax required to be paid on that contribution by the employer. Members of those schemes may also join Kiwi Saver, but the Department will only pay the employer contribution to one savings scheme.

3.4 Expenses

- 3.4.1 The Department will reimburse all actual and reasonable expenses incurred by an employee while travelling for work. These will include but are not limited to meals and incidental expenses such as travel costs and phone calls. This may also cover reasonable costs of staying privately.
- 3.4.2 Staff will be reimbursed up to \$27.00 for incidental expenses (i.e., travel costs and phone calls) upon the production of receipts. Other actual and reasonable incidental travel costs (supported by receipts) over and above the amount specified above will be considered on a case-by-case basis.



3.4.3 Employees required to travel on official business will be entitled to obtain an advance of up to 90% of expected expenditure prior to undertaking the travel. The amount of the anticipated expenditure is expected to be agreed between the affected employee(s) and their manager prior to the travel occurring.

3.4.4 Living Away from Home Allowance

Where staff are required to live away from home (e.g., because of a secondment to another prison) for a period of at least five consecutive nights they shall be paid a taxable allowance of

- \$75.00 per day where breakfast and lunch are provided by the site and/or accommodation provider

Where breakfast and/or lunch are not be provided by the site or the accommodation provider the following will apply.

- \$95.00 per day where breakfast is provided but lunch is not provided.
- \$125.00 per day where breakfast and lunch are not provided.

The above allowances cover meals and incidentals and will be paid fortnightly by the Payroll system.

3.5 Appointment Salaries

3.5.1 On appointment the employee shall be placed on the appropriate step of the salary scale taking into account the following factors:

- their previous nursing experience; and (if applicable)
- their previous relevant salary step if recruited from a DHB or other health provider, with documentation (e.g., a recent payslip and/or a certificate of service with remuneration details) as evidence.



4.0 HEALTH AND SAFETY

4.1 Healthy Workplace

- 4.1.1 The Department and NZNO have jointly developed protocols for the implementation and operation of a Healthy Workplace programme in Prison Health Centres.
- 4.1.2 Health Services and NZNO are committed to working collaboratively to share best practice and to develop a conscious plan to work through and resolve issues at the Area Healthy Workplace Group level in pursuit of a healthy workplace for employees and management.

4.2 Health

- 4.2.1 It is essential that employees present themselves for work fully fit to carry out their assigned duties.
- 4.2.2 The Department recognises that an employee with impaired work performance should receive early assistance. An assistance programme is available for employees who may have personal problems that may be disrupting their work or home life. Under this scheme employees can seek assistance on a confidential basis. Any decision to seek counselling will not jeopardise job security or continuity of service.
- 4.2.3 The Department and employees are committed to safe and healthy workplaces and will meet their obligations under the Health and Safety at Work Act 2015.
- 4.2.4 The Department's duties include:
- providing and maintaining a safe working environment for employees and others in the workplace; and
 - providing and maintaining facilities for the welfare of employee while at work; and
 - providing all necessary training and instructions to employees; and
 - making sure machinery and equipment is safe; and
 - making sure working arrangements are not hazardous; and
 - providing procedures to deal with work emergencies; and
 - making sure health and safety employee engagement and participation processes are in place.
- 4.2.5 The Department recognises the important role that NZNO, its officials, site representatives and elected health and safety representatives have in ensuring that the workplace is safe and healthy.
- 4.2.6 Employees will follow the Department's health and safety policies and procedures and will take reasonable care to look after their own health and safety at work, their fitness for work, and the health and safety of others.

Examples of how employees can take reasonable care include:

- following all reasonable health and safety rules and instructions; and
- participating in health and safety discussions; and
- exercising their right to refuse to do unsafe work; and
- taking reasonable care that their actions (or inactions) do not cause harm, or risk of harm, to themselves or others; and



- not reporting for duty under the influence of alcohol or drugs that impair their performance or fitness for work; and
- wearing all necessary personal protective equipment and clothing.

4.2.7 The employee must report any potential risks, incidents and near misses so the Department can investigate, and eliminate or minimise harm or risk of harm.

4.2.8 Failure to follow reasonable health and safety policies and procedures may be considered serious misconduct.

4.3 First Aid and Vaccinations

4.3.1 The Department will provide appropriate first aid facilities and protective clothing and equipment appropriate to the work conditions which must be worn.

4.3.2 The Department will provide Hepatitis B, influenza and other preventative vaccinations as required on the guidance of the Ministry of Health.

4.4 Medical Examinations

4.4.1 Employees may be required to undergo medical examinations during their employment, as directed by the Department, to assess whether they continue to meet the requirements of their role.

4.4.2 If an employee suffers a work injury, they may be required to undergo a medical examination by a registered medical practitioner and/or specialist nominated by the Department, in order to assess their suitability for work-based rehabilitation programmes.

4.4.3 The cost of such examinations will be paid by the Department.

4.5 Drugs and Alcohol

4.5.1 The possession or consumption of illegal drugs at any time and attendance at work when impaired by alcohol or drugs is inconsistent with the principles of Professional Service and presents a health and safety risk.

4.5.2 Possession or consumption of illegal drugs and consumption of alcohol to the extent of being unable to perform duties properly or safely will not be tolerated.

4.6 Eye Examination and Eyewear Reimbursement

4.6.1 The Departments policy for the provision of biennial eye examinations and the reimbursement of expenses relating to eyewear or contact lens will apply. The policy covers all permanent employees with 12-month continuous service as follows:

- Occupational Use of a VDU in their job for at least 50% of their normal working day; and/or
- Required to regularly drive a departmental vehicle and/or
- Carry out any other agreed occupational use task e.g., safe use of machinery.



- 4.6.2 Total reimbursement levels for the first examination and, if needed, contribution towards the cost of frames and lens (single, bifocal, progressive or graduated) or contact lens is \$400.00.
- 4.6.3 The reimbursement level for subsequent examinations and any replacement frames (or complete glasses where this is a more cost-effective option) as required is up to a maximum of \$300.00 (inclusive of GST) per time provided that no less than 24 months is required between claims in this policy.

4.7 Health and Wellbeing Appointments

- 4.7.1 To reflect the NZNO's focus on supporting the wellness and wellbeing of its members we have agreed that all employees covered by the collective agreement at the time of attending the health and wellbeing appointment will be entitled to be reimbursed for one health and wellbeing appointment, in each year of the term of this agreement (i.e., a maximum of two visits).
- 4.7.2 Health and wellbeing appointments that will be reimbursed and the reimbursement process are set out on Āwhina.
- 4.7.3 Corrections will reimburse on production of a receipt, up to a maximum of \$70.00 (inclusive of GST) per health and wellbeing appointment.



5.0 LEAVE

5.1 Public and Development Holidays

- 5.1.1 Except as provided below, public holidays shall be in accordance with the provisions of the Holidays Act 2003 and subsequent amendments.
- 5.1.2 The Department will nominate one day per year as a Development Holiday. This day will usually be the day after Boxing Day. Employees who are required to work on the Development Holiday are paid at ordinary time but entitled to a day off in lieu.
- 5.1.3 An employee may be required to work on a Public Holiday or Development Holiday provided the day on which the holiday occurs would otherwise be a working day for them.
- 5.1.4 If an employee works on the Development Holiday, they may take another day in lieu at a time agreed with their manager.
- 5.1.5 An employee who works on a Public Holiday shall be paid the greater of either, time and a half of their relevant daily pay as defined in the Act or, the rate for work on a public holiday as set out under Schedule A1.3.2 and A2.3 where applicable.
- 5.1.6 Provided the day on which the Public Holiday occurs would otherwise be a working day for them, such employees will also be entitled to an Alternative Holiday paid at their relevant daily pay on the day the Alternative Holiday is taken.
- 5.1.7 For a full-time shift/rostered worker, if a public holiday or the Development Day is observed on an off-duty day, they shall be granted a day in lieu. Such days in lieu are not Alternative Holidays under the Act, however they shall be taken in accordance with the provisions of the following clause.
- 5.1.8 Alternative holidays shall be taken at times that are mutually agreed or, if not agreed, as reasonably determined by the employee, provided that all such days are taken within 12 months of them falling due. The employee must take into account the Department's view. If more than 12 months have passed since the Alternative Holiday became due, the Department may reasonably determine when the Alternative Holiday is taken. The Department must take account of the employee's view. In both of the above cases 14 days' notice of taking the Alternative holiday is required. Except as otherwise agreed between the Manager and the individual employee, alternative holidays may not be taken on a Public Holiday.
- 5.1.9 Where a Public Holiday falls during a period of annual leave, sick leave on pay or special leave on pay, employees are entitled to the Public Holiday which shall not be debited against annual leave or sick leave.

5.2 Annual Leave

- 5.2.1 Except as provided below, annual holidays shall be in accordance with the Holidays Act 2003 and subsequent amendments.
- 5.2.2 Employees, other than casuals, shall be entitled to 4 weeks annual leave per annum in accordance with the Holidays Act.



- 5.2.3 After six years current continuous service employees will be entitled to an additional week of annual leave for the sixth and subsequent years of service.
- 5.2.4 On the completion of one year's employment on shift work employees will be granted one additional week of annual leave.
- 5.2.5 Employees are permitted to anticipate up to half of their next year's annual leave entitlement by agreement with their manager, subject to a refund on termination if necessary.
- 5.2.6 Special leave, with or without pay, of over 35 days in any leave year will proportionally reduce an employee's annual leave entitlement for that year.
- 5.2.7 Holiday pay for annual holidays will normally be paid in the usual pay cycle but employees can request payment of holiday pay for periods of one week's holiday or more prior to commencement of the annual holiday. Notice of this request must be given to payroll no less than two weeks prior to the commencement of the annual leave in order to enable processing.
- 5.2.8 Casual employees are not entitled to the above provisions provided their hourly rate is inclusive of holiday pay.

5.3 Sick Leave

- 5.3.1 Permanent employees are entitled to 10 days paid sick leave per year. Such leave may be used for personal illness or injury or in circumstances where the employee is required to be absent from work due to illness or injury of his/her spouse/partner or a dependent, including the illness or injury of a caregiver. Unused sick leave may be accumulated up to a total of 260 days.
- 5.3.2 Where an employee has no sick leave entitlement left, they are entitled to apply for up to (5) days discretionary leave. The employer recognises that discretionary sick and domestic leave is to ensure the provision of reasonable support to staff having to be absent from work where their entitlement is exhausted.
- 5.3.3 In considering the five (5) days discretionary leave the employer shall take into account the following: - The employee's length of service; The employee's attendance record; The consequences of not providing the leave; Any unusual and/or extenuating circumstances.
- 5.3.4 Other employees may qualify for 10 days sick leave for the following year if over a period of six months they work at least an average of 10 hours per week, and no less than one hour in every week during that period or no less than 40 hours in every month during that period.
- 5.3.5 Generally medical certificates are not required, but with good cause a manager may require an employee to present a medical certificate. However, in the case of absences of less than three consecutive calendar days, the Department must promptly advise the employee of the requirement to produce the certificate and shall pay their reasonable costs of obtaining the certificate.



5.4 Tangihanga/Bereavement Leave

5.4.1 Subject to the minimum legal entitlements, staff shall be granted leave on pay to discharge their obligations and/or pay their respects to a deceased person with whom they have had a close association.

5.4.2 Bereavement/tangihanga leave can also be made available to an employee who has suffered an unplanned end to their pregnancy through whakatahe/miscarriage

5.4.3 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 and hura kōhatu (an unveiling or its equivalent).

In granting time off the manager shall administer these provisions in a culturally sensitive and holistic manner taking into account:

- the closeness of the relationship between the staff member and the deceased. In some circumstances this may include consideration of whether the employee's relationship with the deceased is equivalent to that of an immediate family member and bereavement/tangihanga leave is approved accordingly;
- whether the staff member has to take significant responsibility for any or all arrangements to do with the ceremonies resulting from the death;
- the amount of time needed to discharge properly any obligations or responsibilities;
- reasonable travelling time which in the case of overseas travel may not be for the full period of travel; and
- the need to make a prompt decision.

5.4.4 This leave may interrupt other leave the staff member is on at the time.

5.5 Parental Leave

5.5.1 Parental Leave shall be granted in accordance with the Parental Leave and Employment Protection Act 1987, and subsequent amendments.

5.5.2 If an employee is entitled to Parental Leave of up to 12 months and returns to duty before or at the expiration of the leave and completes a further 6 months service, they qualify for a payment equivalent to 30 working days leave on pay (i.e. at the rate applying for the 30 working days immediately preceding their ceasing duty). If an employee is absent on Parental Leave for less than 6 weeks (30 working days) they will receive that proportion of the payment that their absence represents in working days.

5.5.3 The above payments do not apply if the employee's partner receives a similar payment from another state sector employer.

5.6 Special Leave

5.6.1 Special leave with or without pay may be approved by an employee's manager according to the HR policy.



5.7 Sabbatical

5.7.1 Union members who have completed 10 years' service are eligible, once only, for unpaid sabbatical leave of up to 12 months. Requests for such leave must be made three months before the proposed start date of the leave. Such employees shall have preference for re-employment which will exist for three months from the date the intention to return to work is notified in writing to the Department. Written advice must also be given to the recruiting manager that the entitlement is being exercised at the time when the application for a position is made.

5.8 Retiring, Resigning and Long Service Leave

5.8.1 Entitlement to Retiring, Resigning and Long Service Leave shall be in accordance with clauses 8.12, 8.13 and 8.11 of the 1996/97 PSA Public Prisons CEC (a copy of the main provisions is set out in Schedule D to this Agreement), provided that in respect of an employee employed by the Department after 10 December 1998 only current continuous service with the Department shall be recognised.

5.8.2 From 1 July 2022, Clause 5.8 will only apply to employees employed on or before 10 December 2001.

5.8.3 **From 1 July 2022: Service-Related Specified Anniversary or Service-Related Payment on Termination of Employment for employees employed on or after 11 December 2001**

5.8.4 Permanent employees employed by the Department on or after 11 December 2001 and covered by this agreement are entitled to the service-related payments on specified employment anniversary date under clause 5.8.9 and the service-related payments under clause 5.8.10 upon termination of employment from the Department.

5.8.5 No employee shall be entitled to any service-related payment where the employee's employment is ending for disciplinary, medical retirement or where the employee terminates with a severance payment under Schedule D of this agreement.

5.8.6 For the purposes of receiving any service-related payment on a specified employment anniversary date or upon termination of employment, only current continuous service with the Department will be recognized.

5.8.7 A day's pay equates to 8 hours base pay for full time permanent employees for both the service-related payment on a specified employment anniversary date and the service-related payment on termination of employment. For part time employees, any entitlement to any service-related payment on a specified employment anniversary date or any service-related payment on termination of employment will be pro-rated to reflect their work profile.

5.8.8 The Service-Related Specified Anniversary and Service Payment on Termination Transition Guidance set out the application of service-related entitlements under this clause.



5.8.9 From 1 July 2022: Service-related payments on a specified employment anniversary date will be as follows:

Years of Service	Service-Related Payment on Specified Anniversary
10-year anniversary	5 days payment
15-year anniversary	5 days payment
20-year anniversary	10 days payment
25 year anniversary	5 days payment
30 year anniversary	5 days payment
35 year anniversary	5 days payment
40 year anniversary	5 days payment

5.8.10 **Service-related payments upon termination of employment will be as follows:**

Years of Service as at Termination Date	Service-Related Payment on Termination (days)	2 months	4 months	6 months	8 months	10 months
20-24	65	65	65	65	65	65
25	65	66	66	67	68	69
26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81
29	82	83	84	84	85	86
30	86	87	88	89	89	90
31	91	91	92	93	94	94
32	95	96	96	97	98	99
33	99	100	101	101	102	103
34	104	104	105	106	106	107
35	108	109	109	110	111	111
36	112	113	114	114	115	116
37	116	117	118	119	119	120
38	121	121	122	123	124	124
39	125	126	126	127	128	129
40	131					

5.9 Further Advice

5.9.1 You may obtain further advice on your holiday entitlements from NZNO or the Employment Relations Service of the Ministry of Business, Innovation and Employment (0800 800 863).



6.0 GENERAL

6.1 Confidentiality

- 6.1.1 Employees must not publish or disclose any information or knowledge which they may acquire or have acquired during their employment with the Department concerning the business affairs, confidential matters, business opportunities, property, customers, prisoners, clients or other employees of the Department.
- 6.1.2 The above restrictions apply both during employment and after termination.

6.2 Intellectual Property

- 6.2.1 Intellectual property rights for methodologies, systems, designs or any other product or service employees may develop in the course of their employment with the Department, remains the property of the Crown.

6.3 Computer Systems

- 6.3.1 The Department has a policy on E-mail acceptable use. The Department E-mail systems are only to be used for Department business and use of the equipment for private purposes is strictly prohibited.
- 6.3.2 Employees are prohibited from copying software that is protected by copyright or a licensing agreement whether the use of such software is for personal or business purposes, unless written approval is first granted by the owner or licensor of the software concerned.
- 6.3.3 The introduction of any software into the computer network is prohibited unless authorised by the designated network controller.

6.4 Indemnity

- 6.4.1 Employees will not be personally liable for any liability of the Department, or for any act done or omitted by the Department or any other employee of the Department, in performing the functions of the Department in good faith.

6.5 Personal Presentation

- 6.5.1 Employees are required to comply with professional standards of personal presentation appropriate to their role.
- 6.5.2 Where uniforms are specified by the Department they must be worn at work. Any proposal by the Department to change the current uniform issue will be the subject of consultation with the NZNO
- 6.5.3 Uniform issues remain the property of the Department and will be replaced only when warranted, subject to return of the used items. Employees are responsible for cleaning their uniforms. However, the current practice of dealing with specific issues in respect of soiling or damage on a case-by-case basis in a reasonable manner will continue.



6.6 Harassment

6.6.1 Harassment in any form is prohibited.

6.6.2 By definition, an employee is sexually harassed if that employee's employer or a representative of that employer:

- directly or indirectly makes a request of the employee for sexual intercourse, sexual contact, or other form of sexual activity which contains:
 - an implied or overt promise of preferential treatment in that employee's employment; or
 - an implied or overt threat of detrimental treatment in that employee's employment; or
 - an implied or overt threat about the present or future employment status of that employee; or
- by:
 - the use of language (whether written or spoken) of a sexual nature; or
 - the use of visual material of a sexual nature; or
 - physical behaviour of a sexual nature; or
 - directly or indirectly subjecting the employee to behaviour which is unwelcome or offensive to that employee (whether or not that is conveyed to the employer or representative) and that either by its nature or through repetition, has a detrimental effect on that employee's employment, job performance, or job satisfaction.

6.6.3 An employee is also sexually harassed if the actions described above are carried out by a co-employee or by a client or customer of the employer.



7.0 TERMINATION

7.1 Notice

- 7.1.1 Except in the case of casual employees, one months' notice of termination of employment must be given unless otherwise agreed by the employee and their manager.
- 7.1.2 Employment may be terminated by the Department with a lesser period of notice, or without notice, in the case of serious misconduct.
- 7.1.3 On termination a certificate of service will be provided on request.

From 1 July 2022

7.2 For employees employed on or before 10 December 2001

- 7.2.1 Subject to other provisions of this Agreement, an employee may continue in the employ of the Department and they shall not be required to retire at any particular age. If an employee wishes to retire, he/she must give the required notice.
- 7.2.2 An employee may be required to retire on medical grounds following a medical assessment by two independent medical practitioners one of which can be the employees own medical practitioner.
- 7.2.3 In such cases, retiring leave will be allowed as provided in Clause 5.8 of this agreement.

7.3 For employees employed on or after 11 December 2001

- 7.3.1 An employee may be required or may request to terminate from the Department on medical grounds. Where the Department is requiring a termination on medical grounds, this will be following a medical assessment by two independent medical practitioners.
- 7.3.2 Where an employee is requesting to terminate their employment on medical grounds, this will follow a medical assessment by up to two medical practitioners, one of which can be the employees own medical practitioner
- 7.3.3 Where the employee's employment with the Department ends by reason of medical retirement, they will receive a payment which is the equivalent of 65 days employment.
- 7.3.4 Where the employee with 25 years' service or more at the time of the medical retirement, they may receive the applicable higher payment.
- 7.4.4 For the purposes of calculating any entitlement under 5.8 a day shall constitute 8 hours, (pro-rated for part time employees).

8.0 MANAGEMENT OF CHANGE

8.1 Organisational Change

- 8.1.1 The process of change is continuous and forms part of the organisation's continuous improvement.
- 8.1.2 Where organisational change is being considered that may result in positions no longer existing, consultation shall take place in accordance with Clause 10 of this Agreement, prior to a decision being made.
- 8.1.3 If as a result of organisational change, an employee's position no longer exists, or they can no longer be employed at their current position, salary or work location the following options will be considered. These options are not to be applied in any order of priority, with the exception of severance which is a last resort.

a) Reconfirmation

Reconfirmation means placement to a position where the duties are the same (or very nearly the same), the salary is the same, the new position has terms of employment including career prospects which are no less favourable, and the location is the same.

If an employee is offered a suitable reconfirmation and chooses not to accept it, their employment will be terminated on notice and no severance shall be payable.

b) Reassignment

Reassignment means placement in a different suitable position. "Suitable" means a job in the same locale that does not involve so significant a change in duties as to be unreasonable when taking into consideration the employee's skills, abilities and potential to be retrained.

Where reassignment involves a position at a lower salary the employee may elect one of the following options:

- A lump sum to make up for the loss of basic salary for the next two years.
- An ongoing allowance equivalent to the difference between the present salary and the new salary for a maximum of two years, except in the case of arrangements entered into prior to 10 December 1998 which shall continue according to their tenor. The allowance is abated by any subsequent salary increases.

If an employee is offered a suitable reassignment and chooses not to accept it, their employment will be terminated on notice and no severance shall be payable.

c) Retraining

The terms and conditions of retraining may involve retraining without pay or on pay and are subject to discussion and agreement with the employee.

d) Special Leave

Special leave with or without pay may be agreed with or without a guarantee of job placement at the end of the period.



e) Job Search

Job Search may be agreed between an employee and their manager. This means that the Department will undertake to assist the employee find alternative employment outside the Department. Criteria for a suitable position are agreed before the job search begins and if the criteria are met, the employee is committed to accepting a suitable appointment if it is offered to them.

f) Part Time Employment

An employee may voluntarily change to part time employment if this is available. Any compensation is subject to agreement between the employee and their manager.

g) Temporary Employment

An employee and the Department may agree to the employee undertaking alternative work for a temporary period, at the end of which, the employee will be entitled to a consideration of the other organisational change options.

h) Severance

Where an employee's position has been disestablished, every effort will be made to place them in alternative employment within the Department. However, the payment of severance will be available as a last resort when all the management of change options have been exhausted.

The severance provisions, including cessation leave, shall be in accordance with the 1996/97 PSA Public Prisons CEC (a copy of the main provisions is set out in Schedule C to this Agreement), provided that in respect of employees employed by the Department after 10 December 1998 only current continuous service with the Department shall be recognised.

Employees employed on a casual, temporary, or fixed term basis have no entitlement to the above severance provisions.

i) Review Procedure

Where an employee is unhappy with any action taken during the above options then a review will be undertaken by the regional manager and a representative of the NZNO. Whereas the result of such a review agreement cannot be reached, the matter shall be referred to the national offices of the Department and the NZNO to seek resolution.

8.2 Employee Protection Provision

8.2.1 In the event of restructuring as defined in Part 6A of the Employment Relations Act 2000 which will result in the work of any employees covered by this Agreement being performed for a new employer, the process the Department will follow in negotiating with a new employer about the restructuring, to the extent that it relates to affected employees, will be as follows:

- The Department will provide the prospective new employer with details of the current terms of employment for affected employees
- The Department will seek a proposal in relation to the following matters in order to negotiate those further with the prospective new employer:



- whether or not the prospective new employer is prepared to offer employment to all or any affected employees; and
- the terms on which the prospective new employer may be prepared to offer employment to such employees, including:
 - whether any service related, and redundancy conditions will be recognised;
 - any conditions relating to superannuation;
 - whether service will be treated as if it were continuous;
 - whether the employment will remain in the local area; and
 - whether employees will be employed in substantially the same capacity or in a similar capacity.
- It is acknowledged that any such negotiations will occur within the context of the policy settings and parameters set by Government and within which the Department must operate, and subject to the objectives of the restructuring itself.
- Once the commercial contractual arrangements are finalised with the prospective new employer, including the terms on which employees may be offered employment, affected employees will be advised of their entitlements under this agreement.

8.3 Sale or Transfer

8.3.1 Where an employee's employment is being terminated by the Department by reason of the contracting out, sale or transfer by the Department of the whole or part of its business, nothing shall require the Department to pay compensation for severance to the employee if:

- the person or organisation acquiring the business or part being sold or transferred:
 - has offered the employee employment in the business or part being sold or transferred; and
 - has agreed to treat the service as if it were continuous service with that service or organisation; and

the conditions of employment being offered to the employee by the service or organisation acquiring the business or part being sold or transferred are substantially the same as, or more favourable than, his/her conditions of employment including:

- any service related and redundancy conditions; and
- any conditions relating to superannuation under the employment being terminated; and
- the offer of employment by the service or organisation acquiring the business, or part being sold or transferred, is an offer to employ the employee in the business either:
 - in substantially the same, or in a similar capacity as that in which the employee was employed; or
 - in a capacity that the employee is willing to accept; and
 - that the employment remains in the local area.



9.0 REPRESENTATION

- 9.1 The Department recognises the NZNO as the representative of employees who are covered by this Agreement.
- 9.2 The Department recognises that in respect of any particular issue or matter the NZNO will determine who its representative/s will be and notify the Department. The Department will communicate with that representative or representatives.
- 9.3 In addition, the Department shall recognise the role of employee representatives nominated by the NZNO and allow them reasonable time to carry out their functions including attending NZNO sponsored training, subject to operational requirements. Such employee representatives shall be allowed reasonable use of the Department facilities to discharge their NZNO functions including but not limited to the Department's email and internet facilities, computer and printing facilities, common areas and meeting rooms, subject to Department policies.
- 9.4 The Department will provide for access by paid officials and national delegates of the NZNO to workplaces at any reasonable time when employees are at work on the premises. Reasonable notice must be given to the Manager concerned and there must be full compliance with all health and safety and security requirements whilst on the premises.
- 9.5 As part of the induction process for new employees, the Department will provide for the introduction of new employees to a NZNO representative and provide forms for membership application and union fee deduction authority.
- 9.6 The Department will deduct union fees from the salaries of employees who have given appropriate written authorisation. On request, but not more than six monthly, the Department will provide the NZNO with a list of names of employees for whom deductions are being made.
- 9.7 The Department shall provide the NZNO members with four hours of paid time per year to conduct meetings. The frequency, timing and duration of such meetings shall be as determined by mutual agreement with the Department, on the basis that arrangements are made to ensure that the Department's operations continue during such meetings and provided that the Department shall not unreasonably withhold approval to proposed meetings.
- 9.8 Payment for attendance at NZNO meetings shall be limited to continuation of salary for those employees scheduled to work at the time the meeting is held.
- 9.9 The above provisions shall be inclusive of the entitlements under sections 20-26, 55 and Part 7 of the Employment Relations Act 2000.



10.0 CONSULTATION

- 10.1 The process of change is continuous and should form part of the organisation's continuous improvement.
- 10.2 The Department will notify the NZNO once it has decided to undertake an organisational review, initiated by the Department, which is likely to result in significant changes in the organisational structure, staffing or work practices affecting employees. Where a decision to make a change or to undertake a review is beyond the control of the Chief Executive, this notification will be made as soon as possible after the decision is announced.
- 10.3 The Department will provide the NZNO and employees with an opportunity to be involved during such reviews and take any views into account before decisions are finalised.

11.0 EMPLOYMENT RELATIONSHIP PROBLEMS

Right to Representation

Members of the NZNO have a right to union representation in regard to any employment relationship problem.

11.1 Definitions

- 11.1.1 **“Employment Relationship Problem”** includes a personal grievance, a dispute, and any other problem relating to an employee's employment. However, it does not include any problem to do with the negotiation of new terms and conditions of employment.
- 11.1.2 **“Dispute”** means a disagreement about the interpretation, application or operation of an employment agreement.
- 11.1.3 **“Personal Grievance”** means a claim by the employee against the Department that:
- the employee has been unjustifiably dismissed; or
 - the employee has been disadvantaged in employment by an unjustifiable action of the Department, or
 - the employee has been discriminated against in employment; or
 - the employee has been racially or sexually harassed in employment; or
 - the employee has been subject to duress because of membership or non-membership of a union or employees' organisation.

11.2 Raising an Employment Relationship Problem

- 11.2.1 Where an employee considers they have an employment relationship problem the matter should be discussed with their manager at the earliest opportunity, in an endeavour to resolve the matter promptly by direct discussion.



- 11.2.2 If the matter is not resolved, the employee should put the complaint in writing to their manager. A further effort will be made to resolve the matter.
- 11.2.3 In the event the matter remains unresolved, or the employee believes it is inappropriate to raise it directly with their manager because of the nature of the problem, the employee should contact the Regional Manager. If the matter still remains unresolved, the employee should contact the Mediation Service of the Ministry of Business, Innovation and Employment (MBIE).

11.3 Time Limit for Raising a Personal Grievance

- 11.3.1 If an employee wishes to raise a personal grievance, that must be done within 90 days (or 12 months in the case of sexual harassment) of the date when the alleged grievance occurred or came to the employee's attention, whichever is the later. The grievance is 'raised' as soon as the employee has informed the Department that the employee considers they have a personal grievance they want addressed.
- 11.3.2 The Department may agree to the matter being raised outside the 90 days period (or 12 month period for sexual harassment).. The employee may also make application to the Employment Relations Authority for permission to raise the matter outside the 90 days period (or 12 month period for sexual harassment).

11.4 Choice of Procedures

- 11.4.1 In circumstances involving discrimination or harassment, as an alternative to the procedures in the Employment Relations Act 2000 the employee has the option of laying a complaint under the Human Rights Act 1993. The employee should seek independent advice on the options. Such advice may be obtained from the Human Rights Commission or the Mediation Service.

11.5 Statement of Reasons for Dismissal

- 11.5.1 In the case of alleged unjustifiable dismissal, the employee is entitled to request that the Department provide the employee with a written statement giving the reasons for dismissal. The employee is required to make this request to the Department within 60 days of being dismissed or becoming aware that the employee has been dismissed. The Department must provide the employee with that written statement within 14 days of receiving the employee's request.

11.6 Other Options

- 11.6.1 In the event the matter is not resolved by mediation, the matter may be referred to the Employment Relations Authority for decision. Either party may appeal the decision of the Employment Relations Authority to the Employment Court.



11.7 Remedies for Personal Grievance

11.7.1 The remedies in the case of a personal grievance are as follows:

- Reinstatement to the employee's former position or a position no less advantageous,
- Reimbursement to the employee of the lost remuneration (usually limited to three months),
- Payment of compensation for humiliation, loss of dignity and injury to feelings; or compensation for loss of any benefit, and
- Special recommendations in the case of sexual or racial harassment.

11.8 Principles for Disciplinary Matters

11.8.1 The following principles will be followed when dealing with disciplinary matters:

- Employees must be advised of their right to request NZNO assistance or representation at any stage.
- Employees must be advised of the specific matter(s) causing concern and a reasonable opportunity provided to state reasons or explanation.
- Employees must be advised of the corrective action required to amend their conduct and given a reasonable opportunity to do so.
- Before any substantive disciplinary action is taken an appropriate investigation is to be undertaken by a manager.
- Depending on the seriousness of the misconduct an oral warning should usually precede a written warning.
- The process and results of any disciplinary action is to be recorded in writing, sighted and signed by the employee and placed on their personal file.
- If the offence is sufficiently serious the employee may be suspended pending an investigation.
- If the employee is aggrieved by any action taken by the Department, they must be advised of their right to pursue a personal grievance in accordance with the appropriate procedure.



12.0 TERM

12.1 This Agreement comes into effect on the Date of Ratification and expires on 30 June 2025.

Signatories



Dated at Wellington on 11th day of December 2023

FOR AND ON BEHALF OF the Department of Corrections under delegated authority in terms of section 70 of the State Sector Act 1988:

FOR AND ON BEHALF OF the New Zealand Nurses Organisation:



Glenda Alexander - 6 December 2023

SCHEDULE A - MINIMUM SALARIES

All salaries are inclusive of the Occupational Fitness Allowance where previously payable.

A1 Registered Nurses, Clinical Team Leaders, Clinical Nurse Specialists and Enrolled Nurses

Registered Nurses	Corrections rates as at 01/09/2021	Salary (1 July 2023)	Salary (1 July 2024)
Step 1	\$59,834	\$73,566	\$75,773
Step 2	\$64,291	\$79,304	\$81,683
Step 3	\$67,938	\$83,999	\$86,519
Step 4	\$71,452	\$88,523	\$91,179
Step 5	\$78,745	\$97,912	\$100,849
Step 6	\$80,932	\$100,728	\$103,750
Step 7	\$83,186	\$103,630	\$106,739

Clinical Team Leader/Clinical Nurse Specialist	Corrections rates as at 01/09/2021	Salary (1 July 2023)	Salary (1 July 2024)
Step 1	\$92,687	\$110,704	\$114,025
Step 2	\$96,030	\$117,907	\$121,444
Step 3	\$102,178	N/A	N/A

Enrolled Nurse	Corrections rates as at 01/09/2021	Salary (1 July 2023)	Salary (1 July 2024)
Step 1	\$54,432	\$67,898	\$69,934
Step 2	\$57,133	\$70,859	\$72,985
Step 3	\$61,185	\$76,095	\$78,378
Step 4	\$62,847	\$78,509	\$80,864
Step 5	N/A	\$80,921	\$83,349

A1.1 Progression

Progression through the salary scales is annual and subject to;

- The production of the employee's current annual practicing certificate; and
- Continuing to practice in alignment with their job description



A1.2 Annual Practising Certificate

The Department will pay the Annual Practising Certificates for nurses.

A1.3 ALLOWANCES

A1.3.1 Additional Hours

The additional hours' rate shall be time and a quarter. Except that the designated weekend rate/public holiday rate will be paid for additional hours worked on a weekend or a public holiday. The additional hours' rate and penal rates/night rates shall not be paid in respect of the same hours.

A1.3.2 Penal Rates

Penal time is time (other than overtime) worked within a 40-hour week on a Saturday, Sunday or public holiday. Penal time shall be paid at the following rates in addition to normal salary:

- (a) On or after midnight Friday/Saturday to mid-day Saturday at time half (1/2T) for the first 3 hours, then time one (T1) thereafter:
- (b) Midnight Saturday to midnight Sunday/Monday at time one (T1)
- (c) Public Holidays- time one (T1)

A1.3.3 Night Rate

Full and part-time employees working at night, who receive no other special compensation specifically for this work, e.g., extra annual leave (but not extra leave for shift work which is a separate entitlement) are to be paid a penal rate of T1/4 additional to salary for all ordinary hours of work between the hours of 8.00pm and 6.00am (including weekends). Penal rates will be additional to the night rate but will be calculated on the ordinary time hourly rate.

The minimum payment for night rate shall be 2 hours even if the part of the shift which falls between the hours of 8.00pm to 6.00am is less than 2 hours.

A1.3.4 Higher Duties Allowance

A nurse who is required to undertake the duties and responsibilities of a Clinical Team Leader shall be paid at the Clinical Team Leader commencement rate after five consecutive days acting in the higher role. This also applies to a Team Leader acting for a Health Centre Manager.

A1.3.5 Part time and Casual Employees

For part time employees and casual employees, the respective annual salary shall be prorated. The additional hours' rate does not apply until 40 hours have been worked in any week.



A2. Health Care Assistants
A2. Health Care Assistants

Health Care Assistants	Corrections rates as at 01/09/2021	Salary (1 July 2023)	Salary (1 July 2024)
Step 1	\$50,719	\$58,100	\$60,100
Step 2	\$56,610	\$61,486	\$63,486
Step 3	\$59,670	\$65,330	\$67,330
Step 4	N/A	\$66,437	\$68,437
Step 5	N/A	\$68,309	\$70,358

Note: Progression through the above wage scale is as per the agreed Health Care Assistant progression criteria

A2.1 Additional Hours

A2.1.1 The additional hours rate shall be time and a quarter.

A2.2 Part time and Casual Employees

For part-time employees and casual employees, the respective annual salary shall be prorated. The additional hours' rate does not apply until 40 hours have been worked in any week.

A2.3 Penal Rates

Penal time is time (other than overtime) worked within a 40-hour week on a Saturday, Sunday or public holiday. Penal time shall be paid at the following rates in additional to normal salary:

- (a) On or after midnight Friday / Saturday to mid-day Saturday at time half (1/2T) for the first 3 hours, then time one (T1) thereafter.
- (b) Midnight Saturday to Midnight Sunday/Monday at time one (T1)
- (c) Public Holidays – time one (T1)

A2.4 Night Rate

Full and part-time employees working at night, who receive no other special compensation specifically for this work, e.g., extra annual leave (but not extra leave for shift work which is a separate entitlement) are to be paid a penal rate of T1/4 additional to salary for all ordinary hours of work between the hours of 8.00 pm and 6.00 am (including weekends). Penal rates will be additional to the night rate but will be calculated on the ordinary time hourly rate.

The minimum payment for night rate shall be 2 hours even if the part of the shift which falls between the hours of 8.00 pm to 6.00 am is less than 2 hours.



A3. Nurse Practitioner

Nurse Practitioner	Corrections Rates as at 01/09/2021	Salary (1 July 2023)	Salary (1 July 2024)
Step 1	N/A	\$132,830	\$136,815
Step 2	N/A	\$139,753	\$143,946
Step 3	N/A	\$146,679	\$151,079
Step 4	N/A	\$158,060	\$162,802

A3.1 Progression

Progression through the salary scales is annual and is subject to;

- The production of the employee's current annual practicing certificate; and
- Continuing to practice in alignment with their job description.

A3.2 Annual Practising Certificate

The Department will pay the Annual Practising Certificate for nurses.



SCHEDULE B - INSTITUTIONS

The institutions covered by this Agreement are as follows:

Auckland Prison

Arohata

Auckland Region Women's Corrections Facility

Christchurch

Christchurch Women's

Hawke's Bay Regional

Invercargill

Manawatu

Mount Eden Corrections Facility

Northland Region Corrections Facility

Otago Corrections Facility

Rimutaka

Rolleston

Springhill Corrections Facility

Tongariro/Rangipo

Waikeria

Whanganui and New Plymouth Remand Centre



SCHEDULE C - SEVERANCE

For the purposes of these provisions, ordinary pay is defined as basic taxable salary, plus regular taxable allowances paid on a continuous basis which either attract overtime or penal payments or are paid on an hourly basis for all hours worked, plus penal payments or allowances in lieu thereof for those staff working shift hours of work.

Except in the case of staff on Parental Leave where ordinary pay shall be the ordinary pay at the time of taking leave

- (1) For all staff
 - (a) (i) 29.165 percent of total ordinary pay for the preceding 12 months for staff with more than 2 years continuous service with the Department at date of termination or whose service with the Department started before 15 July 1992, or
 - (ii) 10 percent of total ordinary pay for the preceding 12 months for staff with less than 2 years continuous service with the Department at date of termination, whose service with the Department started on or after 15 July 1992
 - (b) \$3,600. This payment is regardless of length of service but is conditional on staff finishing on an agreed date.

Note this provision applies in place of 10.4.3(i) (b) and (c) of the 1996/97 POA Public Prisons CEC.

These payments are regardless of length of service but are conditional on staff finishing on an agreed date.

- (2) In addition to (1) above, staff with 12 months or more continuous service will receive:

NOTE: For the purpose of this provision this means service in the State Services as determined in accordance with clause 10.4.5 of the 1996/97 PSA Public prisons CEC, provided that service with the organisations listed in clause 10.4.5.1 shall also be recognised and provided that service may also be recognised in accordance with clause 10.4.5.2.

Except that service will not be recognised if it ended with the staff member accepting severance or enhanced early retirement under any restructuring/surplus staffing provisions of any department of the Public Service or Parliamentary Service or organisations listed in clause 10.4.5.1 and/or clause 10.4.5.2.

- (a) 8 percent of total ordinary pay for the preceding 12 months; except that staff employed since 15 July 1992 with less than 2 years' service with the Department shall instead receive 10 percent, and
- (b) 4 percent of total ordinary pay for the preceding 12 months multiplied by the number of years of continuous service minus one, up to a maximum of 19; and
- (c) 0.333 percent of total ordinary pay for the preceding 12 months multiplied by the number of completed months in addition to completed years of continuous service, provided total service is less than 20 years.

The total amount paid to staff under this provision shall not exceed the total ordinary pay the staff member would have received between their cessation and the date of their compulsory retirement.

- (3) For all staff the maximum payment under (1) and (2) above is \$58,000. Cessation leave is not included in this maximum payment.
- (4) Cessation Leave in accordance with the scales below will be paid, subject to the leave being reduced by the amount of paid anticipated retiring leave already taken. Service for cessation leave shall be calculated in accordance with clause 10.4.5.3 of the 1996/97 PSA Public Prisons CEC.

Cessation Leave for staff with less than 20 years' service.

Qualification Required	Amount of Retiring Leave
Completion of 15 years' service	65 working days
Completion of 10 and under 15 years' service	44 working days
Completion of 5 and under 10 years' service	22 working days
Under 5 years' service	NIL

Cessation Leave for staff with 20 years or more of service

Months	0	2	4	6	8	10
Years						
20-24	65					
25	65	66	66	67	68	69
26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81
29	82	83	84	84	85	86
30	86	87	88	89	89	90
31	91	91	92	93	94	94
32	95	96	96	97	98	99
33	99	100	101	101	102	103
34	104	104	105	106	106	107
35	108	109	109	110	111	111
36	112	113	114	114	115	116
37	116	117	118	119	119	120
38	121	121	122	123	124	125
39	125	126	126	127	128	129
40	131 days					

Outstanding Annual Leave and Long Service Leave may be separately cashed up.



SCHEDULE D - RETIRING, RESIGNING & LONG SERVICE LEAVE

From 1 July 2022, Schedule D is ONLY applicable to staff employed on or before 10 December 2001

Retiring Leave

- (1) Retiring leave shall be granted to all staff who have established their right to retire under the provisions of clause 2.5 of the 1996/97 PSA Public Prisons CEC.

Provided that:

- (i) they have completed 40 or more years' service, or
- (ii) they have completed 10 or more but less than 40 years' service, or
- (iii) they retire on medical grounds, or
- (iv) leave may be granted by approval of the Chief Executive to staff who retire after completing 10 years' service

Provided further that for those staff with part-time service, retiring leave will be calculated on a pro-rata basis according to their record of service.

Note: All service is calculated on the basis of a calendar year.

TABLE A

Entitlement (in working days)

with Service of Years and Months Specified

MONTHS Years	0	2	4	6	8	10
10	22	23	24	24	25	26
11	26	27	28	29	29	30
12	31	31	32	33	34	34
13	35	36	36	37	38	39
14	39	40	41	41	42	43
15	44	44	45	46	46	47
16	48	49	49	50	51	51
17	52	53	54	54	55	56
18	56	57	58	59	59	60
19	61	61	62	63	64	64
20	65					



TABLE B

Entitlement (in working days)

with Service of Years and Months Specified

MONTHS Years	0	2	4	6	8	10
25	65	66	66	67	68	69
26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81
29	82	83	84	84	85	86
30	86	87	88	89	89	90
31	91	91	92	93	94	94
32	95	96	96	97	98	99
33	99	100	101	101	102	103
34	104	104	105	106	106	107
35	108	109	109	110	111	111
36	112	113	114	114	115	116
37	116	117	118	119	119	120
38	121	121	122	123	124	124
39	125	126	126	127	128	129
40	131					

- (2) Notwithstanding the above, any staff employed in the Public Service at 1 April 1992 (the time of the enactment of the Human Rights Commission Amendment Act ((No.3) 1992), shall retain any entitlements relating to retiring leave in any collective contract or agreement which applied to such staff.
- (3) A staff member who has established eligibility to retire on medical grounds shall be granted a minimum of 65 working days retiring leave regardless of length of service, with the exception that a staff member with more than 25 years' service may be granted additional leave in accordance with Table B above

For staff whose services are dispensed with through no fault of their own, before reaching retiring age, the Chief Executive will consider granting retiring leave in accordance with the following:

Qualification Required Retiring Leave (Working Days)

Completion of 15 years' service	65 days
Completion of 10 and under 15 years' service	44 days
Completion of 5 and under 10 years' service	22 days

- (4) For the purpose of retiring leave the Chief Executive:



- (a) Will recognise service with other departments of the Public Service and the Parliamentary Service, provided such service did not end with the staff member accepting voluntary severance or enhanced early retirement.
 - (b) May recognise service with the organisations listed in clause 8.12.4 (b) of the 1996/97 PSA Public Prisons CEC.
 - (c) Provided that where a staff member has part-time service this will be pro-rated for the purpose of calculating retiring leave.
- (5) Retiring leave may be paid in fortnightly instalments or as a lump sum.
- (6) A staff member who has more than 20 years continuous service, or is eligible to retire, shall be entitled to anticipate retiring leave.
- (7) Grant in Lieu of Retiring Leave

On the death of a staff member the Chief Executive may approve a cash grant in lieu of retiring leave to:

- (a) The surviving partner; or
- (b) Dependent children; or
- (c) The estate of a deceased staff member.

Resigning Leave

- (1) Resigning leave, as set out in the following table, may be granted to staff who have completed at least 20 years service and who do not meet the criteria in section (1) of Retiring Leave above:

Years of Service	Leave Working Days	Years of Service	Leave Working Days
20	32	30	46
20.5	33	30.5	47
21	34	31	48
21.5	34	31.5	49
22	35	32	49
22.5	36	32.5	50
23	36	33	51
23.5	37	33.5	51
24	38	34	52
24.5	39	34.5	53
25	39	35	54
25.5	40	35.5	55
26	41	36	55
26.5	42	36.5	56
27	42	37	56
27.5	43	37.5	57
28	44	38	58
28.5	44	38.5	59
29	45	39	59
29.5	46	39.5	60



- (2) Resigning leave is payable only to those staff who have given three months notice of resignation, and where the work record is satisfactory.
- (3) Where a staff member has taken long service leave prior to resignation, the resigning leave due is to be reduced by 20 days but for each complete period of six months worked after the taking of long service leave, an additional credit of one day is to be granted up to a maximum of twenty days.
- (4) Where a staff member resigns on the grounds of ill health the full resigning leave entitlement will be granted and no reduction will be made for any long service leave taken.
- (5) Resigning leave entitlements for reduced hour or part-time staff will reflect the pattern of service of the staff member.

Long Service Leave

- (1) Staff who have completed 20 years' continuous service shall be granted, once only, four weeks long service leave provided that reduced hour or part-time staff are to receive a pro rata reduction of pay but not of time during long service leave. Long service leave must be taken in one period and within five years of qualification.
- (2) For the purposes of long service leave, the Chief Executive will recognise service with other departments of the Public Service and the Parliamentary Service; and may recognise service with the organisations listed in clause 8.11.2 of the 1996/97 PSA Public Prisons CEC.
- (3) The qualifying period for long service leave shall cease on the day a staff member retires but excludes any additional service which may accrue as a result of retiring leave being paid fortnightly after the last day of duty.
- (4) A staff member who resigns or who has given notice of resignation, or who is dismissed, will forfeit any untaken long service leave to which he/she may be entitled.

