



# **HAUORA HOKIANGA**

## **COLLECTIVE EMPLOYMENT AGREEMENT**

**1 September 2024 to 31 August 2026**



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## **I TE TIRITI O WAITANGI**

Hauora Hokianga and the unions acknowledge the importance of Te Tiriti o Waitangi as the constitutional basis of the relationship between Māori and the Crown, and the unique status of Māori as tangata whenua of Hokianga, Aoteroa/New Zealand.

Hauora Hokianga and the unions are committed to implementing Te Tiriti o Waitangi between our local Tangata Whenua, Māori and the Crown and will promote and enable an understanding of the principles and their implementation in the workplace.

The employers Te Tiriti obligations to employees include:

- (a) attending the organisations Takapau Taonga local cultural awareness learning pathways of ensuring all employees have a good understanding of the needs and aspirations of whānau, marae, hapū, iwi and Māori communities by the including through building awareness of the aims of He Korowai Oranga – the Māori Health Strategy and the Māori Health Action Plan.
- (b) ensuring all employees have the capability (skills, knowledge and behaviour) required to engage meaningfully with Māori.
- (c) all employees feel supported to develop their knowledge of Te Tiriti o Waitangi and Te Ao Māori how this applies in the context of their work we do and the communities we serve.
- (d) ensuring all employees understand the employers responsibilities and obligations as a Te Tiriti o Waitangi partner and are able to demonstrate this in our own workplace.
- (e) encouraging the development in, and the promotion of, Te Reo and Tikanga Māori.

## II COVERAGE CLAUSE

This collective employment agreement is made pursuant to the Employment Relations Act 2000.

**BETWEEN** Hauora Hokianga Trust, trading as Hauora Hokianga (herein referred to as the “employer”).

**AND** Tōpūtanga Tapuhi Kaitiaki O Aotearoa, The New Zealand Nurses’ Organisation

**AND** Te Pūkenga Here Tikanga Mahi, The Public Service Association (The PSA)

**AND** E tū Incorporated.

The coverage of this agreement will include all Hauora Hokianga employees who are members of one of the unions who are party to this agreement.

NZNO	E tū	PSA
Registered Nurses	Home Support Workers	Administration Staff
Enrolled Nurses	Maintenance Workers	Social Workers
Community Health Nurses	Health and Community Support Workers	Health and Community Support Workers
Health Care Assistants	Kaimanaaki Tangata	Kaimanaaki Tangata
Team Leader	Hospital Services Team	Health Coach
Clinical Nurse Specialist	Environmental Services Team	Youth Worker
		IT Specialist
		People and Capability positions

Coverage does not include Doctors, Nurse Practitioners Managers reporting directly to the CEO, Radiographers, those engaged on specific fixed term project work.

All new positions related to the collective and created during the term of this agreement will be discussed between the employer and the respective union. Where agreed between the employer and the respective union, the position will be recorded and attached to the back of the agreement.

The provisions of this collective employment agreement shall render null and void the previous collective employment contract.

### III DEFINITIONS

**Administration Staff** are principally engaged in clerical duties, including reception work, appointment handling, data entry, coding and claiming, customer service, correspondence, reporting and assistance to clinical and other support staff.

**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.

**Challenging Behaviour** is as any behaviour displayed that has the potential to cause physical or psychological harm, is a challenge for others to manage, and puts the individual or others at risk.

**Duty** means a period of service required to be given by an employee during any one period of 24 hours.

**Employee Representative** means the organisation/group or person who has established authority to represent the employee parties to this agreement.

**Employer** for the purposes of this agreement means Hauora Hokianga Trust, trading as Hauora Hokianga.

**Full-time employee** means an employee who works not less than the "ordinary" or "normal" hours set out under "hours of work" in this agreement.

**Health Care Assistant** means an employee not otherwise defined, who is an auxiliary to the nursing team, employed under the nursing budget, who is able to perform tasks as specified relating to patients' care, working under the direction and supervision of a registered nurse who is accountable for that care.

**Hospital Services Worker** is employed to undertake a range of duties as required, including cooking, preparation and serving of food, cleaning, linen and stores duties and patient transportation. In addition, tasks will be assigned in clinical areas relating to patient care working under the direction and supervision of a registered nurse who is accountable for that care.

**Kaimanaaki Tangata** support individual and collective needs of whānau and communities to enable them to achieve optimum health outcomes. Embedded within local communities and aligned with the principles of Whānau Ora, Kaimanaaki Tangata act as a conduit to enable access and engagement with relevant information and health services. This position works under the direction of a community health nurse.

**Normal hourly rate of pay** - the normal hourly rate shall be one two thousand and eighty sixth part, correct to three decimal places of a dollar, of the yearly rate of salary payable.

**Nursing scopes of practice** are prescribed by the Nursing Council of New Zealand as required by the Health Practitioners Competency Act 2003.

**Part-time employee** means an employee, other than a casual employee, who works on a regular basis but less than the ordinary or normal hours prescribed in this agreement.

**Split Shifts** are defined as a work schedule comprised of two or more separate periods of duty in a work day. With a break of more than two hours in between shifts.

**Substantially** means engaged at a particular job for more than 50 per cent of the time during any one week.

**Team Leader** means a nurse who has been appointed into a Nursing Team Leader position.

**Trust** means Hauora Hokianga Trust as established under the Charitable Trust Act 1957.

**Union Delegate** means an employee duly recognised as spokesperson by a group of employees.

**Week** in the case of day employees shall mean the seven days computed from midnight to midnight covered by the pay week of the employer.

## **1. NEW EMPLOYEES**

1.1. Hauora Hokianga are committed to ensuring that they actively fulfil their obligations to new employees with regards to the Collective Agreement.

1.2. All new employees employed after the date of signing this agreement, whose work comes within the coverage clause of this agreement, shall for the first 30 days be employed on the terms and conditions contained in this agreement and will be advised that if they join the union, they will be bound by this agreement.

1.3. The Employer will give the employee a copy of this Agreement and will inform the relevant union as soon as possible if the employee has elected to be employed under this Agreement, subject to the consent of the employee.

1.4. Where an employee has elected to be employed under this Agreement, the Employer shall ensure that all new employees are given the name and contact details of the applicable delegate and the name and contact details of all new employees, where consent is given, to the applicable delegate. An opportunity will be provided for the new employee to meet with the union for a reasonable period of time during the new employee's rostered working hours. New employees shall be informed that the Employer supports the Collective Agreement and respects the rights of employees to be members of the relevant union.

## **2. EMPLOYEE ROLE**

The role of the employee is to act responsibly as a team member to perform the duties and responsibilities assigned to them on appointment. An outline of your key responsibilities will be set out in your Position Description and your annual performance objectives agreed with your manager. Either may be updated from time to time to reflect the changing nature of the work. Employees are also responsible for ensuring they operate consistently with Hauora Hokianga policies and guidelines. The employer will ensure employees are updated on policy changes.

## **3. CONSULTATION AND WORKPLACE RELATIONSHIPS**

Hauora Hokianga employees and managers will commit themselves to the promotion of consultation and co-operation in the work-place, and in the relationships between each other. However, conflicts may arise from time to time and the important thing is that they are dealt with promptly and fairly.

- All workplace relationship queries should be raised with the individual in the first instance, where appropriate
- If the matter remains unresolved or if you consider the individual or your team is the cause of the problem, it should be referred to your manager
- At any time, you may seek advice or support from your unions.

## **4. HOURS OF WORK**

### **4.1 Guaranteed Hours**

From the date of employment, employees will have their hours of work set out in their letter of offer.

Hours of work include, as per section 67C of the Employment Relations Act:

- (a) the number of guaranteed hours of work
- (b) the days of the week on which work is to be performed
- (c) the start and finish times of work
- (d) any flexibility in the matters referred to in (b) or (c) above

If there are changes agreed to an employee's hours of work, variation to a) – d) above will be recorded in writing.

Where a permanent employee considers they work regularly and consistently more or less than their guaranteed hours of work, they can request a review of these guaranteed hours of work. The employer commits to do this in a timely manner and communicate the outcome to the employee. The employee can involve their delegate in this conversation.

### **4.2 Nurses**

**4.2.1** (a) The ordinary working hours of a nurse, shall be 40 in each week, worked on not more than five days and shall not exceed eight hours in any one duty. A day duty shall consist of one continuous shift of eight hours and shall be worked between the hours of 0700hours and 2330hours. A night duty shall consist of one continuous shift of not more than eight hours and shall commence not earlier than 2200hours and not later than 2330hours in the evening.

(b) The working week shall always start and end at midnight Sunday/Monday. When a major part of a shift falls on a particular day, the whole shift shall be regarded as being worked on that day.

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

(d) Roster and leave requests are required 6 weeks in advance. Any shift change requests made by staff once a roster is published need to be a 'like for like' replacement, e.g. an RN for an RN, and need to be signed off by the Manager.

Except in an emergency, no nurse shall work more than seven consecutive duties at any one time.

**4.2.2** (a) Every nurse shall have two periods of at least 24 hours off duty each week, and except in the case of emergencies, these shall be consecutive. These off-duty periods may fall separately no more than once every four weeks at the request of the employee or to facilitate rostering.

(b) Wherever possible, employees changing on consecutive days from one period of duty/shift to another in the duty roster shall be rostered a minimum off duty break of 12 consecutive hours, **except** that this need not be in addition to any off duty period of 24 hours or more as referred to in (a) above. At the request of the employee and with the

consent of the management the employee may reduce the break to not less than nine hours. In emergency situations the minimum off duty break of 12 consecutive hours shall not operate, but in any case, the off-duty break shall not be less than nine hours.

(c) Where a break of less than nine hours occurs, the provisions in subclause 7.2.3 shall apply.

(d) Notwithstanding the foregoing conditions staff may be permitted to change shifts one with another by mutual arrangement and with the prior approval of the supervisor provided such change does not involve the payment of additional overtime or other penalties. This approval will not be unreasonably withheld.

(e) Where the employer requires employees to attend classes of instruction or examinations as part of their education the time so occupied shall be deemed to form part of their hours of work.

**4.2.3** Notwithstanding the provisions of subclauses 4.2.1. and 4.2.2 of this clause, the employer may require a nurse to work at times and for periods other than those prescribed in those subclauses, but in no case shall a nurse employed wholtime be rostered to work less than 40 hours of duty in any week.

**4.2.4** Notwithstanding the provisions of subclauses 4.2.1 to 4.2.3 above, the employer may implement an alternative roster pattern, the terms and conditions of which shall be agreed in writing between the employer and the employees affected and their employee representatives providing that:

(a) The alteration to hours of work does not have an effect on other employees that has not been agreed to by those employees.

(b) Alternative roster plans will operate for a period agreed between the employer and the employees affected after which time they will be evaluated and with the approval of the employer the employees affected and the employees' representatives, may continue in operation.

### **4.3 Community Health Nurses**

**4.3.1** The ordinary hours of a Community Health Nurse shall be 40 hours per week worked between 0800hours. and 1700hours. daily, Monday to Friday inclusive, with not more than one hour for lunch each day, as directed by the employer.

**4.3.2** Hours of work shall include changing time where staff are required to wear protective clothing. Employees should, wherever possible, be granted the opportunity of working flexible working hours and an employee who works such hours shall, if so required, record one or more of the following:

(a) commencing and finishing times each day;

(b) number of hours worked (either daily hours with final total, or cumulatively);

(c) credit hours or debit hours accumulated each day (including flexible lunch break credit or debit);

(d) particulars of daily absences, e.g. sick leave, annual leave, leave without pay etc.



**Provided that** an employee covered by (a) above may be required temporarily to start and/or finish ordinary hours of work outside the hours specified above.

**Provided further that** subject to such conditions as the employer prescribes, all ordinary hours of work outside those specified above shall be paid for in accordance with the rates prescribed in subclause 7.2.1.

**Provided that**, subject to subclause 7.2.3 hereto, an employee shall, wherever practicable, be allowed a minimum break of nine consecutive hours between ordinary hours of duty.

**Provided that** the hours of work may be reduced by the employer for any employee, at their request, on such conditions as may be approved.

**Provided that** employees working full time may be permitted to work reduced hours for up to 12 months where there are special circumstances. A further period of 12 months may be approved by the employer after the arrangements have been tested in practice.

#### **4.4 Administration Staff**

The ordinary working hours of a full time Administration employee shall be 40 in each week (1.0 FTE), worked Monday to Friday inclusive generally between 8:00am and 5:00pm. The hours of work shall be no more than eight hours each day with an interval of no more than one hour for lunch. Any variation of hours will be by mutual agreement. Administration employees may from time to time be asked to work one off days after hours or in the weekend for special events. This is not compulsory and would be by mutual agreement.

The ordinary working hours of a fulltime employee whose position falls under the coverage of the Finance and Technical remuneration scale shall be 40 hours in each week (1.0 FTE), worked Monday to Friday inclusive generally between 8:00am to 5:00pm. The hours of work shall be no more than 8 hours each day with an interval of no more than one hour for lunch. Any variation of hours will be by mutual agreement. In order to fulfil the requirements of the role, some positions may require the employee to work after hours or on a weekend from time to time, such as to coordinate a programme or respond to an urgent request.

The ordinary working hours of a full time Reception employee shall be 40 hours in each week (1.0 FTE), worked over 5 consecutive days from Monday to Sunday inclusive between 7:00 am to 6:00pm as agreed with the individual. The hours of work shall be no more than 8 hours each day with an interval of no more than one hour for lunch. Any variation of hours will be by mutual agreement.

#### **4.5 Kitchen Services Team, Environmental Services Team and Health Care Assistants**

**4.5.1** The ordinary hours of work shall not exceed 40 in any one week without payment of overtime, and shall be made up of five shifts, not exceeding eight hours each without payment of overtime. Shifts may be worked as required by the employer: Provided that a straight shift is where the day's work is interrupted only by one or more meal periods, which shall not exceed a total of one hour. Employees employed on night shifts shall work a straight shift of eight hours from starting to finishing time, inclusive of one half-hour unpaid interval for a meal.

**4.5.2** Split shifts may be worked but must be completed within 12 hours, computed from starting to finishing time including meal hours.

**4.5.3** A timetable setting out the correct working hours of each employee shall be affixed and maintained **one week** in advance in some conspicuous place in each department and shall be accessible to the employee employed therein and to the accredited employee representative.

Rosters once posted shall not be changed without prior consultation with the employee/s concerned.

#### **4.6 Team Leaders**

The ordinary working hours of a full time Team Leader shall be 40 hours in each week (1.0 FTE) or pro rata, worked Monday to Friday inclusive generally between 8:00am and 5:00pm. The hours of work shall be no more than 8 hours each day with an interval of no more than one hour for lunch. Any variation of hours will be by mutual agreement. Team Leader may from time to time be required to work outside their normal hours, including weekends, to fulfil their duties. Their remuneration compensates for this availability on an occasional basis.

#### **4.7 Weekly Holidays**

(a) Two days holiday within each week shall be allowed to each employee covered by this agreement, and any worker who is required to work on one or both of their weekly holidays shall be paid overtime rates in accordance with subclause 4.3 of this agreement whilst so employed.

(b) Change of holidays - Before any change is made to the weekly holiday of an employee the employer shall so far as practicable consider the wishes of the employee. The employer shall give seven days notice in writing to each employee of any change in the respective days fixed for their weekly holidays, otherwise the holidays shall be deemed not to have been given.

#### **4.8 Minimum break between duty**

**4.8.1** A break of at least nine continuous hours must be provided wherever possible between any two periods of duty of a full shift or more.

**4.8.2** Periods of a full shift or more shall include:

Periods of normal rostered work; or

Periods of overtime that are continuous with a period of normal rostered work; or

Full shifts of overtime/call-back duty.

**4.8.3** This requirement to provide a break wherever possible applies whether or not any additional penalty payment will apply under the provisions of subclause 4.2.

**4.8.4** If a call-back of less than a full shift is worked between two periods of duty of a full shift or more a break of nine continuous hours must be provided either before or after the call back. If

such a break has been provided before the call back it does not have to be provided afterwards as well.

#### **4.9 Flexible Working Arrangements**

Flexible working arrangements will be in accordance with the provisions of the Employment Relations (Flexible Working Arrangements) Amendment Act 2007 and any subsequent amendments.

### **5. MEAL PERIODS AND REST BREAKS**

The employee shall be entitled to breaks as per current legislation. Entitlements are as follows:

<b>Length of work period</b>	<b>Minimum number of rest and meal breaks will be provided</b>
2.00 – 4.00 hours worked in one period	1 x 10 minute paid rest break
4.01 – 6.00 hours worked in one period	1 x 10 minute paid rest break 1 x 30 minute unpaid meal break
6.01 – 10.00 hours worked in one period	1 x 10 minute paid rest break 1 x 30 minute unpaid meal break 1 x 10 minute paid rest break
10.01 – 12.00 hours worked in one period	1 x 10 minute paid rest break 1 x 30 minute unpaid meal break 1 x 10 minute paid rest break 1 x 10 minute paid rest break

**5.1** Except when required for urgent or emergency work and except as provided in subclause 5.2 below, no employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.

**5.2** An employee unable to be relieved from work for a meal break shall be allowed to have a meal on duty and this period shall be regarded as working time.

**5.3** Except where provided for in subclause 2.2 above an employee unable to take a meal after five hours' duty shall be paid at time-half rate in addition to normal salary from the expiry of five hours until the time when a meal can be taken.

**5.4** Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.

**5.5** During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by Hauora Hokianga.

## **6. MEAL ALLOWANCE**

An employee who works a duty of 8 hours or more and who is required to work more than 1 hour beyond the end of the duty (excluding any break for a meal) shall be paid a meal allowance of \$10.00 or, at the discretion of the employer, after discussion with the employee, be provided with a meal.

## **7. OVERTIME AND PENAL RATES**

Overtime and Penal rates shall apply to all employees except that for Team Leaders overtime and penal rates will only apply as outlined in 7.1.3 below.

### **7.1.1 Overtime**

When considering the use of overtime, Hauora Hokianga recognise the responsibility to provide direct patient care, while also managing the demands of work on employees.

For employees working in direct patient care settings, overtime rates shall apply to time worked in excess of agreed hours per day, or 40 hours a week when such work has been authorised. Standard working hours are 8 hours per day, unless otherwise agreed such as those working 4 days of 10 hours per day. Overtime rates shall apply to such time worked as per clause 7.5 below.

For employees not providing direct patient care, work demands that may require additional hours of work must be discussed with the employees manager beforehand. The manager will consider redistributing work, the use of flexi-time to work within agreed hours per week, overtime, or time in lieu when deciding how workload demands will be managed. Overtime or time in lieu shall apply to work in excess of 40 hours per week, including for part-time employees, and must be authorised in advance.

**Notwithstanding** the subclause above, the definition of overtime may be varied by agreement between the employer the employees affected and their representatives to allow for alternative working hours; or alternative roster patterns developed under subclause 4.1.4 of this Agreement.

Where prior approval is not able to be obtained, the manager will consider retrospective approval.

### **7.1.2 Penal time**

Penal time is time (other than overtime) worked between the hours identified in subclause 5.4 but subject to the provisions of subclause 5.5.

### **7.1.3 Overtime and Penal Rates for Team Leaders**

Payment of weekend and night 'penal' rates shall be payable where Team Leaders are required to work shifts and rosters or have approval to work weekends or nights on a regular basis in order to fulfil the requirements of their Position.

Overtime shall be payable to Team Leaders only in the following circumstances:

- (a) Where the appropriate manager is satisfied that the additional time worked is necessary because of an emergency or other special circumstances; and
- (b) Where the circumstances are beyond what would be considered reasonable additional hours for a Team Leader position.

Equivalent time off for work performed outside normal hours may be granted in lieu of overtime by agreement between the employee and the manager concerned.

## **7.2 Conditions (Call Back)**

**7.2.1** An employee shall be paid for a minimum of three hours, or for actual working and travelling time, whichever is the greater, at the appropriate overtime rate (as in clause 7.3), when the employee:

(a) is called back to work after:

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

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

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

**7.2.2** Payment for associated travel for callout will be paid at 63.5 cents per kilometre.

### **7.2.3 Minimum break between duty**

If a break of at least nine continuous hours cannot be provided between periods of qualifying duty, the duty is to be regarded as continuous until a break of at least nine continuous hours is taken and it shall be paid at overtime rates, with proper regard to the time at which it occurs and the amount of overtime which precedes it. This provision does not apply where the employees agree between themselves to change shifts after the roster is set to suit their own arrangements.

**7.2.4** The penalty payment provisions of this Clause will not apply in any case where the result would be to give an employee a lesser payment than would otherwise have been received.

**7.2.5** Time spent off duty during ordinary hours solely to obtain a nine hour break shall be paid at ordinary time rates. Any absence after the ninth continuous hour of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.

**7.2.6** If an employee is absent for any day, days or part of a day on account of annual, sick or other leave, either with or without pay, the qualifying period for the payment of overtime shall be reduced by the employee's ordinary or rostered hours of duty (not exceeding eight per day) for such absences.

### **7.2.7 Time off in lieu of overtime (TOIL)**

An employee who works authorised overtime will automatically be paid the extra time worked at the rates shown in 7.3 below, unless they advise payroll otherwise. They may as an alternative to payment choose to take time off equivalent to the extra time worked, at the convenience of the employer provided that:

- (a) Prior management approval is obtained to take time off equivalent to the extra time worked as an alternative to payment; and
- (b) The extra time worked, and equivalent time taken off is accurately recorded and individually authorised on an employee's time sheet.
- (c) Time in lieu may be accumulated to a maximum of three days and must then be taken within three months of reaching the three day cap. Time in lieu must be authorised in advance.

### **7.2.8 Except that: Minimum break between duty**

The appropriate special rate of pay for ordinary hours worked on a public holiday when no nine hour break has been taken shall be as specified in subclause 7.4.1 (b) hereto.

## **7.3 Overtime Rates**

Subject to clause 7.5 below, overtime shall be paid at the following rates:

- (a) In respect of overtime worked on any day (other than a public holiday) at one and one-half times the normal hourly rate of pay (T1 1/2)

**Except that** employees working overtime between 2200hours and 0600hours shall be paid at the rate of double the normal hourly rate of pay (T2).

- (b) In respect of overtime worked on a public holiday, at double the normal hourly rate of pay (T2).

## **7.4 Shift Allowances and Penal Rates**

### **7.4.1 Shift Allowances**

(a) Shift allowances will be paid to an employee for normal hours of duty worked between the following hours at the listed rate in addition to the normal salary:

<b>Hours</b>	<b>Hourly Rates</b>
Afternoon shifts Monday-Friday 20:00hours to end of shift	T1.25
Night shifts	T1.5

(b) The minimum payment for night and afternoon shift payments shall not be less than payment for two hours.

(c) Night and afternoon shift allowances are not to be paid when overtime is being worked.

#### **7.4.2 Penal Rates**

Subject to subclause 7.5 below, penal time shall be paid at the following rates in addition to normal salary. Time worked after midnight Friday/Saturday until midnight Sunday/Monday shall be paid at T1.5.

#### **7.4.3 Public Holiday Penal Rates**

For public holidays, payment will be made in accordance with clause 14.

#### **7.5 Limits on payments for Overtime and Penal time**

Overtime and penal time shall not be paid in respect of the same hours. When overtime is worked between the hours identified in subclause 7.4 Penal Rates, payment shall be made at the higher rate.

### **8. REGISTERED NURSES AND TEAM LEADERS ON CALL**

**8.1** Where Registered Nurses or Team Leaders are required to be on call, they shall be paid \$8.00 per hour while on call, and \$10 an hour for on call during public holidays.

**8.2** Registered Nurses or Team Leaders will be paid a minimum of three hours or for time worked including travel or actual time worked whichever is greater. The Registered Nurse or Team Leader on call may call another nurse for assistance if required and may opt for free accommodation at the staff onsite accommodation.

**8.3** Payment of an on call allowance under this clause shall not be taken into account in determining maximum total earnings under subclause 7.4.

**Provided that except in emergencies** no employee shall be required to remain on call for more than 40% of the employee's off duty time in any two-weekly period.

**8.4** Where practicable, an employee who is instructed to be on call and report to duty within 30 minutes, shall have access to an appropriate locator.

### **9. REMUNERATION AND SPECIFIC ALLOWANCES**

#### **9.1 Kiwisaver**

Upon commencement of employment, employees will automatically be enrolled into Kiwisaver. Hauora Hokianga to continue the employer contribution after 65 years of age. The employer will comply with all its legal obligations in relation to Kiwisaver. The current minimum employer contributions are indicated in the table below:

From the first whole pay period	Employer Contribution	Employee Contribution	Total Contribution
	3% of gross wages	3% of gross wages	6% of gross wages

## **9.2 Living Wage**

No salary in the Hauora Hokianga collective agreement will be below the 1<sup>st</sup> September 2024 living wage which is **\$27.80** per hour.

## **9.3 Operation of Salary Scales**

### 9.3.1 Part-time Employees

Part-time employees shall be treated the same as full-time employees for the purpose of this Clause, with salary calculated on a pro rata basis.

### 9.3.2 Appointment

On appointment, the employer shall place employees on any salary within the relevant band, taking into account the following factors:

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

On scales which are subject to PDRP allowances where relevant to the role in accordance with clause 9.4.1 below, placement on appointment shall be at the level corresponding to the number of years of experience.

### 9.3.3 Progression

Except where otherwise specified, progression to and including steps marked with a "\*" shall be by automatic annual increment. For clarification all steps after an \* are merit steps

### 9.3.4 Salary Increments While on Study Leave

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

## **9.4 Nurses**

### **9.4.1 Professional Development and Recognition Programmes**

A Registered Nurse, Community Health Nurse, Enrolled Nurse who reaches the following levels will receive a pro-rate allowance as long as they maintain that level of practice. All levels of practice allowances shall be added to the base rate of pay and be payable on all hours worked, including overtime. The rates of these allowances are as follows:

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



## **9.4.2 Salaries**

Remuneration for Clinical Nurse Specialist and Team Leader positions will be negotiated individually.

### **9.4.2.1 Registered Nurses and Community Health Nurses**

	<b>1 September 2024</b>	
<b>Step</b>	<b>Annual</b>	<b>Hourly</b>
7	\$105,923	\$50.778
6	\$102,837	\$49.299
5	\$99,843	\$47.863
4	\$89,861	\$43.078
3	\$85,051	\$40.772
2	\$80,060	\$38.380
1 (New Graduate)	\$73,959	\$35.455

Progression will be by annual increment at anniversary date for steps 1 – 5 inclusive for Registered Nurses. Thereafter, progression will be at annual at anniversary date subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised.

### **9.4.2.2 Nurse Allowances**

Where a Registered Nurse is required to operate in a senior capacity as a regular part of their role as determined by Hauora Hokianga, they will receive a senior nurse allowance of \$3,000 per annum as part of base salary (pro rata).

In addition:

Allowances to be available to registered nurses at all steps, to recognise relevant study:

- Masters Degree in relevant area - \$5,000 per annum
- Tamariki Ora - \$4,000 per annum

The maximum payment under this clause is \$5,000

### **9.4.2.3 Enrolled Nurses**

	<b>1 September 2024</b>	
<b>Step</b>	<b>Annual</b>	<b>Hourly</b>
5	\$81,780	\$39.204
4	\$79,214	\$37.974
3	\$76,548	\$36.696
2	\$71,082	\$34.076
1 (New Graduate)	\$67,933	\$32.566

Progression will be by annual increment at anniversary date steps 1- 3 inclusive for Enrolled Nurses. Thereafter, progression will be at annual at anniversary date subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised.

## 9.5 Social Workers

	<b>1 September 202</b>	
<b>Step</b>	<b>Annual</b>	<b>Hourly</b>
<b>*8</b>	\$99,880	\$47.881
<b>7</b>	\$96,439	\$46.232
<b>6</b>	\$93,824	\$44.978
<b>5</b>	\$90,269	\$43.274
<b>4</b>	\$84,832	\$40.668
<b>3</b>	\$79,413	\$38.069
<b>2</b>	\$73,990	\$35.470
<b>1</b>	\$68,569	\$32.871

Placement for new employees will be based on years' experience as a Social Worker.

Progression through the scale from step 1 to step 7 shall be by way of automatic annual increment.

Progression to step 8 shall be dependent on mutually agreed objectives, which are set prospectively when the employee reaches step 7 (the top automatic step). Objectives should align with the qualities of an experienced practitioner and reflect the expected professional/technical skills and personal attributes. Both parties recognise that it is the employees individual decision and responsibility to initiate the process associated with the additional step progression. This can be done through writing to their manager with a proposal of objectives as part of their annual performance review.

## **9.6 Health Care Assistants, Home Support Carers, Mental Health Community Support Workers, Health Coaches and Kaimanaaki Tangata**

		<b>1 September 2024</b>	
<b>Length of Service with employer</b>	<b>Step</b>	<b>Annual</b>	<b>Hourly</b>
12 years or more if subclause 2 does not apply	4b	\$66,662	\$31.957
12 years or more if subclause 2 applies	4a	\$64,183	\$30.769
8 years or more but less than 12 years	3	\$61,730	\$29.592
3 years or more but less than 8 years	2	\$59,584	\$28.564
Less than 3 years or no relevant qualification	1	\$57,990	\$27.800

### Subclause 2:

This subclause applies to a care and support worker if—

- (a) the worker commenced employment with the employer on or after 1 July 2005; and
- (b) the worker has not attained a level 4 qualification; and
- (c) the worker's employer has provided the support necessary for the worker to attain a level 4 qualification.

<b>Level of Qualification</b>	<b>Step</b>	<b>Annual</b>	<b>Hourly</b>
Level 4 qualification	4b	\$66,662	\$31.957
Level 3 qualification	3	\$61,730	\$29.592
Level 2 qualification	2	\$59,584	\$28.564
No relevant qualification	1	\$57,990	\$27.800

### **9.6.1 Qualifications**

#### **Mental Health Community Support Worker**

Step 3 is attainment of Mental Health Addictions Level 3 certificate, or acceptable equivalent

#### **Kaimanaaki Tangata**

Step 3 is the Level 3 Diploma in Health Promotion, or acceptable equivalent

Step 4 is the attainment of Health and Wellbeing Level 4, or acceptable equivalent

**Alternative qualifications** that are recognised by NZQA as equivalent to a qualification shown above will be considered on a case-by-case basis, and in reference to the current Careerforce Qualification Equivalencies for Pay Equity Purposes.

### **9.6.2 In between travel rates for Home Support Care Workers**

Hauora Hokianga will pay Home Support Care Workers for travel between clients in accordance with required legislation. Current rates are shown below:

	<b>1 September 2024</b>	
<b>Step</b>	<b>Standard Travel - less than 15km (13.28% of hourly rate)</b>	<b>Exceptional travel more than 15kms paid at actual time and actual distance kms</b>
4b \$31.957	\$4.244(taxed) for that visit.	\$31.957 x actual travel time
4a \$30.769	\$4.086 (taxed) for that visit.	\$30.769 x actual travel time
3 \$29.592	\$3.930 (taxed) for that visit.	\$29.592 x actual travel time
2 \$28.564	\$3.793 (taxed) for that visit.	\$8.564 x actual travel time
1 \$27.80	\$3.692 (taxed) for that visit.	\$27.80 x actual travel time
Travel distance		Travel distance 63.5 cents a km (not taxed) for that visit.

### 9.6.3 Youth Worker

Remuneration for the Youth Worker position will be at least the Living Wage.

### 9.6.4 Pay Equity

Hauora Hokianga will comply with any future legislated salary scale for Care and Support Workers should future pay equity claims be agreed.

### 9.6.5 Additional Allowances

The allowance of \$1,500 per annum (pro rata) received by Health Care Assistants in the Hospital on top of their salaries (paid in the hourly rate) will cease to continue after a period of 2 years (ending 31<sup>st</sup> August 2023), or once NZNO and E tū secure a legislated pay equity settlement for Health Care Assistants.

New Health Care Assistants employed by Hauora Hokianga from 1 September 2022 onwards will not receive a \$1,500 allowance.

## 9.7 Environmental Services and Kitchen Services

Step	1 September 2024	
	Annual	Hourly
6 – Environmental Services Team Leader / First Cook	\$67,947	\$32.753
5	\$66,050	\$31.644
4	\$64,455	\$30.899
3	\$61,381	\$29.425
2	\$59,476	\$28.512
1	\$57,990	\$27.800

These pay rates incorporate the infectious materials allowance of \$5 per day which acknowledges that these workers deal with infectious materials on a daily basis as part of their job.

Step 6 Environmental Services Team Leader / First (1<sup>st</sup>) Cook

Step 5 Relevant NZQA Level 3 certificate, training, instructing, assessor qualities, support other team members. Minimum of 6 years' service. Senior staff, multi-skilled, able to work across different settings (skill set determined), able to relieve Supervisor when on Leave, co-ordinate with manager and has additional responsibilities.

Step 4 Minimum of Six (6) years' service. Senior staff, multi-skilled able to work across different settings (skillset determined), able to relieve Supervisor when on leave, and has additional responsibilities.

Step 3 Minimum of Three (3) years' service OR relevant NZQA Level 2 qualification

Step 2 Twelve (12) months anniversary AND completion of orientation checklist

Step 1 Commencement / No qualifications or experience

New employees who start with a relevant qualification, but without 12 months service or relevant experience, will start on the Step below their qualification until they reach 12 months service or relevant experience.

The date for “achieving” a qualification for the purposes of this Agreement will be the date recorded on the employee’s NZQA record of learning.

#### **9.7.1 Split Shift**

Where a split shift is required for the Hospital Service Team, a split shift allowance of \$11.00 per day will apply. Prior management approval is required to work a split shift.

## 9.8 Administration

### 9.8.1 Reception

Step	1-Sep-24	
	Annual	Hourly
5	\$73,706	\$35.334
4b	\$68,648	\$32.909
4a	\$66,236	\$31.753
3	\$64,416	\$30.880
2	\$61,083	\$29.282
1	\$57,990	\$27.800

Placement and progression through remuneration band will be as outlined below:

Position and Range	Step	Qualification/ Experience	Responsibilities / Accountabilities	
Team Leader (Step 3 to 5)	5	Minimum 5 years experience AND L4 Certificate in leadership or equivalent	Team Leader Trains others Relieves manager Works independently Resolves complex problems, Routine decision making	
	Receptionist (Step 1 to 4)	4b	Minimum 5 years experience AND L3 Certificate or equivalent	Senior Receptionist Works independently Resolves complex problems Coordinates and manages schedules Supports other team members to resolve issues, Trains others Expert with patient management system
		4a	Minimum 5 years experience OR L3 Certificate or equivalent	Experienced Receptionist Resolves problems Proficient in main reception and clinic settings Competent with patient management system
		3	Minimum 2 years experience OR L3 Certificate or equivalent	
		2	1 year experience, no qualification	Competent Receptionist Resolves most problems Proficient in main reception or clinic settings Competent with patient management system
1	No experience No qualification	Developing in role Responds to routine queries Updates patient records		

## 9.8.2 Administration

Step	1-Sep-24	
	Annual	Hourly
5	\$81,105	\$38.881
4b	\$76,472	\$36.660
4a	\$75,165	\$36.033
3b	\$68,648	\$32.909
3a	\$64,416	\$30.880
2	\$61,083	\$29.282
1	\$57,990	\$27.800

Placement and progression through remuneration band will be as outlined below:

Position and Range		Step	Qualification/ Experience	Responsibilities / Accountabilities
Personal Assistant, Executive Assistant (Step 2 to 5)	Hospital Administration Clerk (Step 2 to 4)	5	Minimum 5 years experience AND relevant L4 NZQA (or Diploma)	Complex administrative functions Delegation to act on behalf of senior manager including routine decision making and communication Advanced written communication and reporting Diary management
		4b	Minimum 5 years experience AND relevant L4 NZQA (or Diploma)	Coordinates an administrative function Provide support to a team or service Supports others to resolve issues Competent with Microsoft Office
		4a	Minimum 5 years experience or relevant L4 NZQA (or Diploma)	Intermediate communication skills including minute taking, agenda, letter and report writing Diary coordination
	Administration Assistant, Coordinator, Officer (Step 1 to 3)	3b	Minimum 2 years experience AND relevant L3 Certificate	Broad range of administration tasks, resolves problems Competent with Microsoft Office
		3a	Minimum 2 years experience or relevant L3 Certificate	Competent written and verbal communication skills
		2	1 year experience, no qualification	Routine administration tasks Competent in role Developing Microsoft Office skills
		1	No experience No qualification	Routine administration tasks Developing in role

### 9.8.3 Finance and Technical Specialist

Step	1-Sep-24	
	Annual	Hourly
5b	\$88,883	\$42.609
5a	\$87,866	\$42.122
4b	\$83,422	\$39.991
4a	\$79,725	\$38.219
3b	\$74,157	\$35.550
3a	\$69,522	\$33.328
2	\$61,083	\$29.282
1	\$58,146	\$27.800

Placement and progression through remuneration band will be as outlined below:

Position and Range		Step	Qualification/ Experience	Responsibilities / Accountabilities
Contract Lead, Programme Coordinator (Step 3 to 5)	Health & Safety, Quality, Project, Payroll (Step 1 to 4)	5b	Minimum 10 years experience AND relevant Degree	Analyse/advise/resolve complex problems Contributes org wide Specialist/technical knowledge and expertise Advanced written communication and reporting skills
		5a	Minimum 10 years experience OR relevant Degree	
		4b	Minimum 5 years experience AND relevant L4 NZQA (or Diploma)	Contributes to solving complex problems Knowledge and expertise in a functional area Supports other team members Competent with Microsoft Office and relevant software solutions Intermediate communication skills including letter and report writing
		4a	Minimum 5 years experience OR relevant L4 NZQA (or Diploma)	
	Administration / Accounts Assistant (Step 1 to 3)	3b	Minimum 5 years experience OR relevant L4 NZQA (or Diploma)	Broad range of tasks, might include multiple functional areas, resolves problems Competent with Microsoft Office and relevant software solutions Competent written and verbal communication skills
		3a	Minimum 2 years experience, OR relevant L3 Certificate	
		2	1 year experience, no qualification	Routine tasks across a functional area Competent in role Developing Microsoft Office and other relevant software skills
		1	No experience No qualification	Routine tasks across a functional area Developing in role



**9.9 Maintenance Workers**

	<b>1 September 2024</b>	
<b>Step</b>	<b>Annual</b>	<b>Hourly</b>
<b>2</b>	\$60,233	\$28.875
<b>1</b>	\$57,990	\$27.800

Placement for new Maintenance Workers will be based on qualifications and experience. Progression will be annually on anniversary date.

**10. HIGHER DUTIES ALLOWANCE**

Where an experienced employee is asked to relieve a manager or supervisor in their absence, and is asked to take overall responsibility for running a function, service or team over and above their normal responsibilities, they will receive a Higher Duties Allowance of \$24.00 per day.

This includes but is not limited to:

- (a) A Registered Nurse or Community Health Nurse being asked to take overall responsibility for the running of the ward/A&E Urgent Care/Hospital services Team, or Community Services;
- (b) An experienced member of the Kitchen Services team being asked to take responsibility for the Kitchen;
- (c) An experienced member of the Environmental Services or Maintenance team being asked to take responsibility for Facilities Management.

Team Leaders and Registered Nurses who receive the \$3,000 per annum Senior Nurse Allowance are exempt from receiving a High Duties Allowance.

**11. REFUND OF ANNUAL PRACTISING CERTIFICATE**

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

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

**11.2** Where a registered nurse is required to maintain a portfolio, the approved portfolio will be provided by the employer.

## **12. PROTECTIVE CLOTHING, UNIFORMS AND RELATED ALLOWANCES**

**12.1.1.** Where the employer requires an employee to wear a specified uniform, or where the nature of the work requires the wearing of protective or work clothing, sufficient sets of the specified uniforms, protective or work clothing will be supplied to each employee at the employers expense.

**12.1.2** Where an employee is required to work outdoors in adverse weather conditions, clothing suitable for such work will be supplied and maintained by the employer.

**12.1.3** All items of uniform clothing supplied by the employer shall be laundered or dry-cleaned at the employer's expense, as and when required. This includes the ability for employees to use onsite laundry facilities in the staff accommodation building to launder uniforms.

**12.1.4** When items of employer supplied uniforms, protective and work clothing are on personal issue to employees, they are replaced by the employer subject to fair wear and tear in the service of the employer.

**12.1.5** Damage to personal clothing - an employee may, at the employer's discretion, be compensated for damage to personal clothing worn on duty, or reimbursed dry-cleaning charges for excessive soiling to personal clothing worn on duty, provided the damage or soiling did not occur as a result of the employee's negligence or failure to wear the protective clothing provided. Each case shall be determined on its merits by the employer.

### **12.2 Community Health Nurses**

**12.2.1** The following, and such other items as may be deemed necessary, shall be made available to employees for use when the nature of their duties warrant them:

Satchel

Scrubs

Hard hat

Safety glasses

Dog Repellent

**12.2.2** In approved areas community health nurses will be issued with the following items in addition:

One raincoat of PVC or weatherproof equivalent

One pair of gumboots

**12.2.3** All items shall remain the property of Hauora Hokianga and be replaced on a fair wear and tear basis. Scrubs shall be laundered by Hauora Hokianga free of charge.

### **12.3 Replacement**

**12.3.1** An employee supplied with uniforms, aprons or other protective clothing or footwear shall hand in such issue on being supplied with a replacement, or on termination of employment, or at such other time as the employer may require.

**12.3.2** The employer may make a deduction from the wages of any employee who, having received an issue to which this Clause relates, does not account for it as required. The rate of deduction shall be the cost of the item not accounted for after due allowance has been made for fair wear and tear and shall be agreed upon between the employer and the employee representative.

### **12.4 Footwear**

**12.4.1** Employees shall be required to provide themselves with suitable footwear which shall be worn, at all times while on duty.

**12.4.2** Unless otherwise agreed to by the employer, suitable footwear shall comprise soft soled, non-skid, fully enclosed shoes or boots with flat or low heels.

## **13. ANNUAL LEAVE**

### **13.1 Entitlement**

**13.1.1** Subject to subclauses 13.2 and 13.3 below, employees shall be granted leave of absence in accordance with the terms of the Holidays Act 2003 in respect of each leave year as follows:

With under six years' service	20 working days
With six or more years' service	25 working days

Leave entitlements will be applied in accordance with the terms of the Holidays Act legislation.

**13.1.2** In accordance with the Holidays Act 2003 the employer shall allow to the employee at least two uninterrupted weeks of the employee's entitlement commencing within six months after but excluding the date on which the entitlement becomes due.

**13.1.3** Before proceeding on annual leave, an employee shall be allocated a "nominal" position in the duty roster for that period which shall be consistent with the duties they would have been allocated had they not proceeded on annual leave. This "nominal" position shall then be used to determine the number of days leave to be recorded against the annual leave entitlement.

### **13.2 Conditions**

**13.2.1** The term "leave year" means the year ending with the anniversary date of the employee's appointment.

**13.2.2** For the purpose of this Clause:

- (a) The service of an employee shall be deemed to comprise all periods of employment with the Health Service (Hospital Boards, Area Health Boards, Health Service Personnel Commission and Department of Health) of at least 12 months' duration.
- (b) Service which has been recognised in a previous period of employment must be reconsidered in the new period of employment and meet the provisions outlined in subclause 13.2.2 (a) above.
- (c) Extended leave without pay at the end of a period of service which ends in a resignation or a termination of service is excluded from previous service for crediting, i.e. the effective date for deciding service is the last day, actually, on pay.
- (d) Notwithstanding the above, employees of Hauora Hokianga employed prior to 1 November 1993 shall continue to have all periods of service recognised prior to that date credited for annual leave purposes while they remain employed by Hauora Hokianga.

**13.2.3** The employer may permit all or part of the annual leave accruing in respect of a leave year to be postponed to the next following year, but the annual leave entitlement at any one time shall not exceed the total of annual leave accruing in respect of two leave years.

**Provided** that, where an employee is on continuous leave without pay due to illness or accident the employee will be permitted to take or accumulate leave for up to two years. After this, an employee will not qualify for any further period of leave until duty is resumed.

**13.2.4** When an employee ceases duty, salary shall be paid for accrued annual leave and the last day of service shall be the last day of such accrued leave.

**13.2.5** Except where the employer approves, where an employee is absent on special leave, whether with or without pay (i.e. including leave for study awards but excluding sick, accident or military leave) for an intermittent or continuous period of more than 35 days (including Saturdays and Sundays) during a leave year, annual leave shall be reduced in accordance with the scale below:

Days of absence (Including Saturdays & Sundays)	Annual leave entitlement to be reduced by the number of working days shown below		
	Annual Leave Entitlement		
Days worked	4 weeks	5 weeks	6 weeks
0 – 35	-	-	-
36 – 71	2	2.5	3
72 – 107	4	5	6
108 – 143	6	7.5	9
144 – 179	8	10	12
180 – 215	10	12.5	15
216 – 251	12	15	18
252 – 287	14	17.5	21
288 – 323	16	20	24
324 - 359	18	22.5	27
360 - 365	20	25	30

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

**13.2.6** Every part-time employee will be entitled to annual leave as prescribed. Salary during leave will be paid for the employee's usual working hours.

### **13.3 Extra leave for shift workers**

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

**13.3.2** Employees who are shift workers (as defined in clause 10.3.1) may be granted up to one week (five working days) additional annual leave on completion of each 12 months' employment on shift work based on the number of qualifying shifts worked.

**13.3.3** For the purpose of this clause, a qualifying shift is that for which a shift allowance is payable to the employee in accordance with clause 4.4.1

**13.3.4** The following additional leave is granted:

Number of qualifying shifts	Number of additional days leave per annum
121 or more	5 days
96 – 120	4 days
71 – 95	3 days
46 – 70	2 days
21 – 45	1 day

**13.3.5** Additional leave as set out in this clause must be taken during the year of entitlement

### **13.4 Anticipation of Annual Leave for Overseas Trip**

An employee with over 20 years current continuous service may anticipate one year's annual leave entitlement for the purpose of taking a trip overseas.

### **13.5 Payment in Lieu of Annual Leave for Casual Employees**

Casual employees should be paid 8% gross taxable earnings in lieu of annual leave at the completion of each period of employment, to be added to each fortnightly or weekly wage payment (no annual taxable earnings calculation is therefore necessary).

### **13.6 Leave Without Pay in Relation to Annual Leave Entitlement**

An employee who is granted leave without pay and who remains in the service of Hauora Hokianga, will, except where provision is made otherwise, have such leave counted as service for annual leave purposes.

## **14. PUBLIC HOLIDAYS**

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

New Year's Day  
2 January  
Waitangi Day (6<sup>th</sup> February)  
Good Friday  
Easter Monday  
ANZAC Day (25<sup>th</sup> April)  
Sovereign's Birthday (1<sup>st</sup> Monday in June)  
Matariki  
Labour Day (4<sup>th</sup> Monday in October)  
Christmas Day  
Boxing Day  
Anniversary Day (as observed in Northland)

**14.2** 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.

**14.3** The following shall apply to the observance of Waitangi Day, Anzac Day, Christmas Day, Boxing Day, New Year's Day and the day after, 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 12.3 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.

**14.4** To avoid doubt, no employee is entitled to more than two public holidays for the Christmas period and two public holidays for the New Year period, and not entitled to more than one alternative holiday for any one public holiday worked.

## **15. PAYMENT FOR PUBLIC HOLIDAYS**

In line with clause 1.1.1(b), for the purposes of this clause the public holiday is deemed to start at 2245hours on the previous night and finish at 2315hours on the public holiday night.

**1.1** Where the public holiday falls on a day that would not otherwise be a working day for the employee and the employee works on any part of the day, Payment will be at double time (T2).

**15.2** Where the public holiday falls on a day that would normally be a working day for an employee, and the employee works on any part of that day, the employee will be paid as in clause 15.1, but in addition the employee will also be given an alternative holiday at a later date.

**15.3** 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 15.1 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.

**15.4** 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 15.1 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.

**15.5** Where a public holiday falls on a day that would normally be a working day for an employee and the employee takes that day as a holiday, the employee will be paid their relevant daily pay for that day.

**15.6** If an employee is on call and is not called in to work, the employee is also entitled to an alternative holiday if the nature of the restriction imposed by the on call condition on the employee's freedom of action is such that, for all practical purposes, the employee has not had a whole holiday.

## **16. ALTERNATIVE DAY ELIGIBILITY**

**16.1** In some instances as outlined below, employees are eligible to receive an alternative day for a public holiday should it fall on their rostered day off;

- This only applies to employees who undertake regular shift work as part of a 24/7 shift roster.
- This excludes employees whose normal chosen work pattern across a 24/7 shift roster does not include working on public holidays.

### **16.2 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.

### **16.3 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 pro-rated to their contracted FTE. Payment will be at relevant daily pay.

## **17. TAKING AN ALTERNATIVE DAY**

**17.1** When an employee takes an alternative holiday the employee will be paid their relevant daily pay for that day.

**17.2** If the employer and the employee cannot agree on the timing of the alternative holiday, the employee, within 12 months, may decide. In doing so the employee must consider the employer's view as to when it is convenient for the employee to take that day. The employee must give the employer no less than 14 days' notice of their intention to take the alternative holiday on that date.

**17.3** If the employee has not taken an alternative holiday within 12 months of that entitlement arising and the employer and the employee cannot agree on the timing of the holiday, the employer may give the employee 14 days' notice of when the holiday is required to be taken.

**17.4** If the employee has not taken the alternative holiday within 12 months of that entitlement arising, and the employer agrees, the employee may ask to exchange the alternative holiday for a day's pay at the relevant daily rate.

**17.5** At the employees request or on termination, the Alternative Day shall be exchanged on the basis of what the employee would have been paid had they worked on the day the entitlement arose and shall be paid at the employee's current rate of pay or relevant daily pay whichever is the greater.



## **18. PUBLIC HOLIDAYS FALLING DURING LEAVE**

### **18.1 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.

### **18.2 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.

### **18.3 Leave on reduced pay**

An employee, during a period on reduced pay, shall be paid at the relevant daily pay for public holidays falling during the period of such leave.

## **19. SICK LEAVE**

Hauora Hokianga and employees recognise that the provision of leave is to ensure reasonable support for staff absence from work due to an employee, their spouse, partner, dependent child, or other person who depends on them is sick or injured.

### **19.1 Conditions**

**19.1.1** Where an employee is granted leave of absence on account of sickness or injury the employee shall be entitled to payment at relevant daily pay.

**19.1.2** The total period of sick leave with payment at relevant daily pay to which any employee of Hauora Hokianga is entitled shall be computed in respect of the employee's whole length of service with Hauora Hokianga.

**19.1.3** 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:

- a) place the employee on suitable alternative duties, or
- b) direct the employee to take leave on full pay. Such leave shall not be charged against the employee's sick leave entitlement.

### **19.1.4 Accident Compensation**

Where any employee is involved in an accident either at work or away from work and where such accident necessitates absence from duty due to injury the employee concerned may elect to offset any sick leave entitlement s/he may have in hand in order to make up the employee's salary to 100 percent of normal pay provided that the employee's sick leave entitlement shall be reduced at a rate of 1/5th of a day's sick leave per day.

**19.1.5** In special cases the employer may allow an employee to anticipate sick leave for the following 12 months provided that a balance of 5 days remains for the following 12 month period.

## **19.2 Schedule of Entitlement**

**19.2.1** Employees shall be entitled to 10 working days sick leave per annum pro rata. The first entitlement will be five days sick leave at three months, and five days at six months service. Thereafter entitlement will be 10 days allocation at each employment anniversary date.

**19.2.2** Where an employee with no sick leave entitlement is deemed unfit to work due to illness of self or dependent, the employee may, at the manager's discretion be directed to go home. This paid sick leave will be charged against the next sick leave allocation, to a maximum of five days.

**19.2.3** Untaken sick leave may be accumulated up to a maximum of 260 days.

### **19.2.4 Computation of Part-day Absences**

If an employee is absent on sick leave for less than a whole day, sick leave is to be debited as follows:

(a)	Absent for the whole morning	1/2 day sick leave
(b)	Absent for whole afternoon	1/2 day sick leave
(c)	Absent for less than two hours during the day	No deduction
(d)	Absent for two hours and up to six hours during the day	1/2 day sick leave
(e)	Absent over six hours during the day	1 day sick leave

## **19.3 Sickness at Home**

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

**19.3.2** Approval is not to be given for absence during or in connection with the birth of an employee's child. Such a situation should be covered by annual leave or parental leave.

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

## **19.4 Sick Leave in Relation to Annual and Long Service Leave**

In accordance with the Holidays Act 2003 and subsequent amendments periods during which an employee is unable to work through sickness or injury shall not be counted as part of any annual holiday to which s/he may become entitled to. A medical certificate must be produced showing the nature and duration of the illness.

### **19.5 Leave Without Pay**

An employee who is granted leave without pay and who remains in the service of Hauora Hokianga, will continue to accrue sick leave entitlements during this period.

### **19.6 Medical Certificates**

The employer may require the employee to provide a medical certificate for period/s of absence due to Sickness or Sickness at Home exceeding three days. Any associated medical consultation fees shall be reimbursed.

## **20. BEREAVEMENT/TANGIHANGA LEAVE**

**20.1** The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). In general, the length of time off will be granted in accordance with the needs of the employee suffering the bereavement. In considering the amount of paid bereavement time to be granted the manager will take into account the organisation's guidelines. Approval will not be unreasonably withheld.

**20.2** Bereavement / Tangihanga leave will apply where the Employee has a miscarriage, termination or stillbirth or,

Another person has a miscarriage, termination or stillbirth and the Employee:

- is the person's partner;
- is the person's former partner and would have been a biological parent of a child born as a result of the pregnancy;
- had agreed to be the primary carer of a child born as a result of the pregnancy ( e.g. through a formal adoption or a whāngai arrangement);
- is the partner of a person who had agreed to be the primary carer of a child born as a result of the pregnancy.

**20.3** If the bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted, and bereavement leave granted in terms of subclause 14.1 above. This provision will not apply if the employee is on leave without pay.

**20.4** In granting time off therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner. The employee will be mindful of the employer's need to continue the service and will endeavour to discharge their obligations outside of rostered hours where this is appropriate.

## **22. DISCRETIONARY LEAVE**

In the event an employee needs to take leave and has exhausted all of their relevant leave entitlements, they are entitled to apply for discretionary leave. The details and process are outlined in the Discretionary Leave Policy

## **23. PARENTAL LEAVE**

**23.1** The provisions of the Parental Leave and Employment Protection Act 1987 and any subsequent amendments shall apply.

### **23.2 Lump Sum Payment**

#### **23.2.1 Full time employment**

Where an employee, who is entitled to parental leave and is about to take parental leave of fourteen weeks or more, they will qualify for a payment equivalent to three weeks pay at the rate and hours applying for the thirty days immediately prior to their ceasing duty.

**Provided that**, if both male and female partners are employed by Hauora Hokianga and are eligible for the payment, then they are entitled to one and only one payment, and they may choose (after they have qualified) who will receive it.

#### **23.2.2 Part-time employment**

Where employment prior to confinement was part-time, payment shall be based on the percentage that such part-time hours bear to whole time employment.

#### **23.2.3 Reduced hours prior to confinement**

Where, for reasons pertaining to the pregnancy, an employee, on medical advice and with the consent of the employer elects to work reduced hours at any time prior to confinement, then the calculation of the lump sum payment shall be based on the proportion of full-time employment immediately prior to any such enforced reduction in hours.

#### **23.2.4 Full parental leave not taken**

An employee who is absent on parental leave for less than six weeks (30 working days) will receive that proportion of the payment that their absence represents in working days.

#### **23.2.5 Variation in hours on return**

An employee returning from parental leave may request the employer to vary the proportion of whole-time employment from that which applied before the leave was taken. The granting of such a request shall be at the discretion of the employer, that is the principle of job protection cannot be guaranteed. The calculation of the lump sum payment in these circumstances shall be based on the proportion of full-time employment which applied before taking leave (excluding any temporary reduction in hours immediately prior to confinement).

## **24. JURY SERVICE LEAVE**

**24.1** 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.

**24.2** 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).

**24.3** Where leave on pay is granted, a certificate is to be given to the employee by the employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of jurors' fees and expenses paid. The employee is to pay the fees received to Hauora Hokianga but may retain expenses.

**24.4** 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.

## **25. WITNESS LEAVE**

An employee required to attend a Court hearing as a result of receiving a summons to witness, or a disciplinary hearing of the New Zealand Nursing Council, as a direct consequence of incidents arising out of the ordinary work of the employee, shall be granted leave on pay (T1 rate only).

## **26. FAMILY VIOLENCE**

Hauora Hokianga recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance, performance and / or their safety at work. Hauora Hokianga is committed to supporting employees that experience or are at risk of experience family violence or abusive behaviour, and employees seeking to deal with their own violence.

This means supporting employees who are experiencing family violence to ask for and receive confidential help and support, including access to appropriate help. Domestic violence includes physical, sexual, financial, verbal or emotional abuse or threats of abuse. Proof that family violence is occurring is not required.

Employees who are experiencing family violence are encouraged to raise it with their manager or human resources. An employee may also go through a support person, such as a union delegate, or colleague.

All personal information concerning family violence will be kept confidential. No information will be kept on personal files without the employee being notified.

In general, no adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence, however the organisation expects employees and their manager to work together to ensure normal working duties are fulfilled.

Where appropriate, consideration will be given to flexible working options and other workplace support such as changing telephone numbers or work areas, where possible screening incoming calls or enforcement of a protection order.

### **26.1 Family Violence Leave**

An employee experiencing family violence can access up to ten days paid leave per year for medical appointments, legal proceedings, counselling sessions and / or other matters related to the family violence. Should an employee exhaust their entitlement to leave under this clause, they may be able to access discretionary leave (an employee is not expected to exhaust other leave first).

## **27. EMPLOYMENT RELATIONS EDUCATION LEAVE**

**27.1** Employment Relations Leave shall be provided by the employer to the employee representative parties to this agreement for the education and development as staff delegates of employees who have authorised them as their employee representative organisation. This will be calculated in accordance with the provisions of the Employment Relations Act.

**Provided that** a staff delegate shall not be absent from work –

- (a) For more than three consecutive days at any one time, or
- (b) For more than five days in total in any one year.

**27.2** The leave must be applied for in advance and shall be approved by the employer and shall not be unreasonably withheld.

**27.3** The employee representative organisations shall advise the employer 21 days in advance of the names and times of any course or programme.

**27.4** For the purposes of this Clause a year shall mean a period beginning on the 1st day of March and ending with following 28th day of February, or an agreed variation.

**NOTE:** This Clause shall only apply provided that no Act is passed for the purposes of Paid Education Leave regardless of its title.

## **28. PROFESSIONAL DEVELOPMENT, EDUCATION AND TRAINING**

The employer acknowledges a commitment to supporting the continued safe practice of its workforce and to supporting opportunities for the development of knowledge and skills which will benefit patients, organisational effectiveness and the workforce.

### **28.1 Professional Development Plans**

An agreed professional development plan will be developed annually. Participation in an annually agreed professional development plan is mutually beneficial and is a shared responsibility of the employee and their manager. The plan should:

- Link to the employee's current position;
- Align with the employee's career goals;
- Align with the strategic direction and/or service plans;
- Where applicable, assist the employee to meet the regulatory requirements to maintain
  - professional competence;
- Require that employees share the knowledge and expertise gained from professional development as appropriate.

### **28.2 Education and Training**

The employer may grant employees professional development funds and/or study leave, to enable them to complete qualifications, to attend courses and seminars, and to undertake research or projects which are relevant to the work of the employer, and which facilitate their own growth and development.

The allocation of professional development funds and study leave will be based on the principles of transparency, overall performance, fairness and consistency.

Study leave will be granted at ordinary time (T1) rate and shall not accumulate from one year to the next.

Any claim for expenses must be approved in advance and will be considered on a case-by-case basis.

Where the employer requires an employee to undertake training in order to meet organisational and service requirements, the employee shall be paid at ordinary time (T1) and the employer shall meet any costs associated with the training.

Employees engaged in training towards NZQA qualifications required for their role will be provided with support to achieve their training outcomes. This may include time for individuals or groups to work with their trainer during work time to complete learning material.

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

- Level Proficient 1 day p.a.
- Expert / Accomplished 2 days p.a.

## **29. TIME OFF TO VOTE**

Reasonable time off on pay shall be granted to an employee to enable them to vote when required to work on election day in accordance with section 98 of the Electoral Act 1956. The provisions of this Act, or any amendment or Act passed in substitution for this Act, shall apply.

## **30. TRANSPORT FOR CALL BACK DUTY**

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

- (a) provide the employee with transport from the employee's place of residence to the institution where the employee is employed and to the place of residence from the institution; or
- (b) reimburse the employee travelling expenses (as defined in Clause 25) incurred in travelling from the employee's place of residence to the institution or from the institution to the employee's place of residence, or both travelling to and from the institution.

## **31. MISCELLANEOUS TRANSPORT AND TRAVELLING PROVISIONS**

### **31.1 Transport Provisions**

**31.1.1** An employee employed in an institution who is required to undertake duty for an indefinite or extended period in a different location of operation of Hauora Hokianga, shall be transported to that location with the employee's luggage at Hauora Hokianga's expense.

**31.1.2** Where the employer requires an employee to work temporarily at a location other than where the employee is normally employed, and this requirement results in additional daily transport expenses, Hauora Hokianga shall reimburse the employee the actual and reasonable additional transport costs incurred.

**31.1.3** Travelling time on the following basis may be paid in the circumstances provided for in subclause 23.1.2 above, when the time occupied in travelling to the new location exceeds that normally occupied by an employee in travelling daily to and from the employee's normal place of employment:

- (a) travelling time falling within the normal hours of duty shall be regarded as time worked
- (b) travelling time falling outside the normal hours of duty shall be paid for at T1 rate, but will not count towards the computation of daily or weekly overtime payments.

### **32.2 Reimbursements**

Employees may claim for reimbursement of actual and reasonable travelling, accommodation and meal expenses, subject to the prior approval of the employer.



### **33.3 Production of Receipts**

Receipts are to be produced for all payments on which a refund is claimed,

### **34. STAYING PRIVATELY**

An employee who is eligible for reimbursement under the travelling provisions (subclause 23.2.1 above) may claim \$60 per night for accommodation and meals when staying privately.

### **35. USE OF PRIVATE VEHICLE ON EMPLOYER BUSINESS**

Hauora Hokianga provide a fleet of pool vehicles which are to be used for work related purposes. Use of a personal vehicle for work related purposes will be considered on a case-by-case basis taking into account availability of fleet vehicles and must be approved by a manager in advance. Where an employee is approved to use their personal vehicle for work related purposes, the employee is entitled to claim for mileage at the current IRD kilometre rate.

### **36. CO-OPERATION, CONSULTATION & MANAGEMENT OF CHANGE**

**36.1** The parties to this agreement accept that change in the Health Service is necessary in order to ensure the efficient and effective delivery of health services.

**36.2** The parties to this agreement recognise that they have a mutual interest in ensuring that health services are provided efficiently and effectively, and that each has a contribution to make in this regard. The involvement of the parties should contribute to:

- Improved decision making.
- Greater co-operation between employee representative and employer
- A more harmonious, effective, efficient, safe and productive workplace

Therefore, the employer agrees to the following provisions for consultation and recognition of staff delegates, and access to facilities.

**36.3 (a)** The employer accepts that staff delegates are the recognised channel of communication between the employee representative and the employer in the workplace.

(b) Accordingly, paid time off shall at the discretion of the employer be allowed for recognised staff delegates to attend meetings with management, consult with employee organisation members, and other recognised staff delegates, and employee representatives, to consult and discuss those issues addressed in Clauses 27 and 28 of this agreement.

(c) Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.

(d) The amount of time off and facilities provided shall be sufficient to enable full consideration of the issues contained herein

**36.4** Consultation between the employer and the parties is desirable on matters of mutual concern and interest.

**36.5** The aim of mechanisms established for this purpose will be to reach agreement and to make recommendations to management, who will endeavour to take the views of those groups into account as far as possible before making final decisions.

**36.6** The employer agrees that the employees and employee representatives will be advised of any review (prior to the commencement) which may result in significant changes to either the structure, staffing or work practices affecting employees, and will provide the staff delegates with an opportunity to be involved in the review. When the implementation of decisions arising from any such reviews will result in staff surpluses the procedures in Clause 27 (Staff Surplus) below shall be adopted.

### **36.7 Employee Protection**

Where any restructure includes the sale of the business or contracting out of services in which the outcome is a new employer taking over the business, the employer undertakes to negotiate with the new employer, including whether the affected workers will transfer to the new employer on the same terms and conditions of employment. This process will involve consultation with the affected employees and their union(s) and will comply with the provisions of the Employment Relations Amendment Act (2) 2004.

## **37. STAFF SURPLUS**

**37.1** When as a result of the restructuring of the whole, or any parts, of the employer's operations; either due to the reorganisation, review of work method, change in plant (or like cause), and at the conclusion of the processes described in clause 27, the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in subclause 27.4 below shall be invoked and negotiated on a case by case basis between the employee representative, and the employer.

**37.2** The employer will advise the employee representative at least one month prior to the date that notice is required to be given to the employee whose position is required to be discharged. Notification of a staffing surplus shall be forwarded to the local office of the employee organisation. This date may be varied by agreement between the parties.

**During this period** the employee representative and the employer will meet to reach agreement 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 representative and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

**37.3** The following information shall be made available to the employee representative:

- (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.
- (e) Availability of alternative positions within Hauora Hokianga

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

#### **37.4 Options**

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

- (a) Reconfirmed in position.
- (b) Attrition.
- (c) Redeployment.
- (d) Leave without pay.
- (e) Retraining.
- (f) 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 in subclause 27.11 will be applied as a package.

#### **37.5 Restriction on Staff Surplus Options**

Where an employee's employment is being terminated by their employer by reason only of the sale or transfer by the employer 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 worker if:

- (a) The person acquiring the business, or the part being sold or transferred has offered the worker employment in the business or the part being sold or transferred; and
- (b) The conditions of employment offered to the worker by the person acquiring the business or the part of the business being sold or transferred are no less favourable than, the worker'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 worker in that business or that part of that business either:
  - (i) In the same or similar capacity as that in which the worker was employed by their employer;
  - (ii) In a capacity that the worker is willing to accept.

#### **37.6 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.

### **37.7 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.

### **37.8 Redeployment**

Employees may be redeployed to a new job at the same or lower salary in the same or new location.

**37.8.1** 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:

- (a) a lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
- (b) 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).

**37.8.2** 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.

**37.8.3** The redeployment may involve employees undertaking some on the job training.

### **37.9 Leave Without Pay**

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

### **37.10 Retraining**

**37.10.1** Where a skill shortage is identified, the employer may offer a surplus employee retraining to meet that skill shortage with financial assistance up to the maintenance of full salary plus appropriate training expenses.

It may not be practical to offer retraining to some employees identified as surplus. The employer needs to make decisions on the basis of cost, the availability of appropriate training schemes and the suitability of individuals for retraining.

**37.10.2** If an employee is redeployed to a position which is similar to their previous one, any retraining may be minimal, taking the form of "on the job" training such as induction or in-service education.

Where an employee is deployed to a new occupation or a dissimilar position the employer should consider such forms of retraining as in-service education, block courses or night courses at a technical institute or nursing bridging programmes etc.

### **37.11 Severance**

Payment will be made in accordance with the following:

- (a) "Service" for the purposes of this Clause means total aggregated service with the employer, and within the Health Service as defined under subclause 10.2.2 but excludes any service which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the above services.

**Notwithstanding** the above, employees of the employer employed prior to 1 November 1993 shall continue to have all periods of service recognised prior to that date credited for severance purposes while they remain employed by the employer.

- (b) 8.33 per cent of basic salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment is regardless of length of service; and
- (c) 12 per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months service; and
- (d) 4 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
- (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.

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

- (f) Employees employed as at 30 June 1996 with not less than eight years service but less than ten years service, shall be paid two weeks basic salary (T1 rate only).
- (g) Employees employed as at 30 June 1996 with not less than five years service but less than eight years service, shall be paid one week basic salary (T1 rate only).
- (h) Outstanding annual leave and long service leave may be separately cashed up.

### **37.12 Job Search**

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

### **37.13 Counselling**

Counselling for affected employees and family will be made available as necessary.

## **38. RESOLUTION OF EMPLOYMENT RELATIONS PROBLEMS**

### **38.1 Procedure**

**38.1.1** This procedure applies to the resolution of all employment relationship problems and personal grievance matters within our organisation. The employee is reminded that an employment relationship problem is as defined in the Employment Relations Act 2000.

**38.1.2** If the employee feels that he or she has an employment relationship problem with the employer, the matter should first be raised with the employer. The employer will attempt to resolve it as soon as possible after the event.

**38.1.3** If the matter being raised is a personal grievance the employee must raise it with the employer within 90 days of the event giving rise to it.

### **38.2 Steps**

1. The employee must first speak with their manager. If for any reason the employee does not wish to raise it with their Manager, they may speak with another manager or someone else who can deal with it.
2. If the employee prefers, they may raise the matter with the employer in writing, or if any matter raised under Step 1 has not been resolved, the employee should write a letter regarding the problem or grievance, setting out:
  - (a) Details of the problem or grievance, and
  - (b) What solution the employee seeks to resolve the matter.
3. On receipt of the employee's advice in writing under Step 2 the employer will respond in writing setting out the employer's version of the facts within fourteen days.
4. The employer will then meet with the employee (within seven days of the employers written reply in Step 3), to discuss and attempt to resolve the matter.
5. If the problem or grievance cannot be resolved at the meeting (as in Step 4) and the employee wishes to pursue the matter further, then they may do so by seeking the services of the Mediation Service of the Department of Labour or with any alternative mediation provider as may be agreed by the employee and the employer.

## **39. GENERAL TERMS OF EMPLOYMENT**

### **39.1 Facilities**

Suitable facilities for changing shall be provided for non-resident employees, such facilities to include locking cupboards, and hand-basins with running hot and cold water, and clean towels or other suitable drying facilities, and the employees shall be required to use the same.

Provided that in respect to locking of cupboards, the employees shall pay for any replacement keys.

Access to showering facilities shall be provided for non-resident employees.

### **39.2 Copy of Agreement**

There shall be at all times exhibited and maintained in a conspicuous place and in such a position as to be easily read by the employees, a copy of this Agreement.

### **39.3 Fire Precautions**

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

### **39.5 Ending Employment**

The employee or employer may terminate the employment agreement with four weeks written notice for employees, or eight weeks written notice for Team Leaders, unless otherwise agreed 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 employer's disciplinary procedures and/or code of conduct.

## **40. EMPLOYEE ACCESS TO PERSONAL INFORMATION**

An employee has the right to access and correct their personal information/personnel file. An employee may request a copy of their file at any time by contacting the People and Capability team, giving reasonable notice for the information to be provided in accordance with the Privacy Act 2020.

## **41. SAFE STAFFING AND HEALTHY WORKPLACE**

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 and equipment.

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.

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.

All employees will be responsible for their own safety and will be required to observe all safe work practices, laws and regulations in order to assist with the maintenance of a safe and healthy environment. Attention is also drawn to the employer's policies and procedures on health and safety.

The employer recognises that to fulfil their function health and safety delegates require adequate training, time and facilities.

The parties to the Agreement recognise that effective Health and Safety Committees are the appropriate means for providing consultative mechanisms on Health and Safety issues in the workplace.

Whilst it is recognised that Hauora Hokianga is responsible to provide a safe working environment, Hauora Hokianga expects all employees to partner in maintaining safe working practices. This includes staff being involved in Health and Safety programmes and Hauora Hokianga will consult with employees on their involvement and responsibilities.

#### **41.1 Workplace incidents, accidents or challenging behaviour**

Hauora Hokianga and employees should work together to prevent, reduce and minimise the risk to employees of harm due to incidents, accidents or challenging behaviour in the workplace. To support these principles, it is essential that any incidents are reported within expected timeframes. This will ensure that any near miss, incident or accident can be investigated so that any identified improvements can be put into place.

Where an employee suffers an injury (physical or mental) due to an incident, accident or experiencing challenging behaviour in the workplace, their manager will work with them to ensure their safety and help them to access additional support that may be available including EAP and time away from work to recover if needed. Requests for additional support such as discretionary leave and compensation for damaged items or medical expenses will be considered on a case-by-case basis by the CEO. Approval will not be unreasonably withheld.

#### **41.2 Injury Prevention, Accident Rehabilitation and Compensation Act**

The provisions of this Act or any amendment or Act passed in substitution for this Act shall apply.

#### **41.3 Transport of injured employees**

Where the accident is work-related and the injury sustained by the employee necessitates immediate removal to a hospital, or to a medical practitioner for medical attention and then to their residence or a hospital, or to their residence (medical attention away from the residence not being required), the employer is to provide or arrange for the necessary transport, pay all



reasonable expenses for meals and lodging incurred by or on behalf of the employee during the period she/he is transported, and claim reimbursement from ACC.

#### **42. PAYMENT OF WAGES**

**42.1** Wages shall be paid fortnightly by cheque or lodgement at a bank to the credit of an account standing in the name of the employee, and with the written consent of the employee. Each employee shall be supplied with written details showing how their wages are made up.

**42.2** All wages shall be paid immediately following the dismissal of an employee, and when the employee leaves of their own accord s/he shall be paid on the final day of their employment.

**42.3** The employer shall be entitled to make a rateable deduction from the employee's weekly wage for time lost through the employee's own default, sickness (not covered by Clause 13 of this agreement), accident, or at the employees own request.

**NOTE:** This means the employer must pay the employee for those hours worked or covered by paid leave provisions.

#### **43. OVERPAYMENT RECOVERY PROCEDURES**

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

#### **44. UNION DELEGATES**

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

- (a) To enable delegates to effectively carry out their role including the promotion of the union, attending meetings, discuss issues, representing members, sufficient paid time should available. Paid time shall be paid at ordinary time.
- (b) The amount of time off shall be sufficient to enable delegates to give adequate consideration to the issues in the workplace.
- (c) Prior approval for such activity shall be obtained from the manager and such approval shall not be unreasonably withheld. The Unions in return acknowledge that adequate notice shall be provided to the employer where possible.

#### **45. RIGHT OF ACCESS**

The authorised employee representative shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises for the purpose of interviewing any employees they are authorised to represent, or enforcing this agreement, including access to wages and time records of those employees, but not so as to interfere unreasonably with the employer's business.

#### **46. NZNO, PSA, E TŪ UNION INCORPORATED MEETINGS**

**46.1** Subject to subclauses 35.2 to 35.5 of this clause, the employer shall allow every employee party to this agreement employed by the employer to attend, on ordinary pay, at least two stop work meetings (each of a maximum of two hours duration) in each year (being the period between the first day of January and ending on the last day of December).

**46.2** The employee representative shall give the employer at least 14 days' notice of the date and time of any stop work meeting to which subclause 35.1 of this clause is to apply.

**46.3** The employee representative shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any stop work meeting, including, where appropriate, an arrangement for sufficient employees to remain available during the meeting to enable the employer's operation to continue.

**46.4** Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any employee for a period greater than two hours in respect of any meeting.

**46.5** Only employees who actually attend a stop work meeting shall be entitled to pay in respect of that meeting and to that end the employee representative shall supply the employer with a list of employees who attended and shall advise the employer of the time the meeting finished.

#### **47. DEDUCTION OF UNION FEES**

**47.1** Where an employee has authorised in writing deductions of fees for an employee organisation, the employer shall remit such deductions to the relevant employee organisation with a list of employees for whom deductions have been made.

**47.2** Remittance shall be made at not more than monthly intervals.

#### **48. TEMPORARY EMPLOYMENT AGREEMENTS**

**48.1** Temporary employment agreements should only be used to cover specific situations of a temporary nature, e.g. to fill a position where the incumbent is on study or parental leave; or where there is a task of finite duration to be performed.

**48.2** Temporary employment agreements while justified in some cases to cover situations of a finite nature, must not be used to deny staff security of employment in traditional career fields.

#### **49. ABANDONMENT OF EMPLOYMENT**

**49.1** Where an employee absents herself or himself from work for more than 3 working days without the consent of the employer and without notification to the employer, the employee will

be considered as having terminated their employment without notice on the last day of having reported for work.

**49.2** It is the duty of the employer to make all reasonable efforts to contact the employee during the 3 day period of un-notified absence.

**49.3** Where an employee was unable through no fault of their own to notify the employer, employment will not be terminated.

## **50. SAVINGS**

Nothing in this agreement shall operate so as to reduce the ordinary time rate (T1 rate only) of pay applying to any employee at the date of this agreement coming into force unless expressly agreed between the parties and recorded in writing.

## **51. VARIATIONS OF AGREEMENT**

This agreement may be varied by the agreement in writing of the employer and the representatives of those employees specifically affected by the variation, who are party to the agreement.

## **52. PASS ON**

Hauora Hokianga and the unions who are party to this collective employment agreement acknowledge that a number of the terms and conditions included in this agreement are minimum legal requirements required of employers.

Where terms and conditions that have been negotiated in this collective employment agreement are above minimum legal requirements, Hauora Hokianga agree not to automatically pass them on to staff who are not bound by this agreement. This means that Hauora Hokianga and employees who are not union members shall individually negotiate their terms and conditions of employment.

## **53. TERM OF AGREEMENT**

This agreement shall be deemed to have come into force on the **1st** day of **September 2024** and shall continue in force until the **31<sup>st</sup>** day of **August 2026**.

The parties agree to meet at the end of July 2025 for a mid-term review to negotiate rates and allowances only for 1 September 2025 to 31<sup>st</sup> August 2026 unless otherwise agreed.

The parties agree to meet during the term of the collective agreement to discuss and implement the outcomes of any pay equity settlements that affect any employees covered by this collective agreement.

DATED this                    day of January 2025

Fiona Ormsby – PSA Organiser

Signed 

Date 25/02/2025

Julie Governor – NZNO Organiser

Signed 

Date 25-02-2025

Ginny Sarich – E tū Organiser

Signed



Date 07/03/2025.

Margareth Broodkoon – Ahorangi / CEO  
Hokianga Health Trust / Hauora Hokianga

Signed



Date

21/3/25