



Health Services
Collective Agreement
20197 – 202149



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1. INTRODUCTION

1.1 Scope and Coverage

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

1.2 Variations

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

1.3 Good Employer

- 1.3.1 In accordance with the State Sector Act 1988, the Department is committed to fair treatment of employees and equality of employment opportunities. All employees will have equal opportunity in the Department for recruitment, training and promotion regardless of gender, marital status, family responsibilities, ethnicity, disabilities, sexual orientation or age.
- 1.3.2 The Department shall operate a personnel policy containing provisions for the fair and proper treatment of employees in all aspects of their employment, including provisions requiring –
 - (a) good and safe working conditions; and
 - (b) an equal employment programme; and
 - (c) the impartial selection of suitably qualified persons for appointment; and
 - (d) recognition of the aims and aspirations, and employment requirements, and the need for greater involvement of the Maori people in the Public Service; and
 - (e) opportunities for the enhancement of individual employees; and

- (f) recognition of the aims and aspirations and employment requirements, and the cultural differences of, ethnic minority groups; and
- (g) recognition of the employment requirements of women; and
- (h) recognition of the employment requirements of persons with disabilities.

1.3.3 The Department is committed to fair treatment of employees and equality of employment opportunities. All employees will have equal opportunity in the Department for recruitment, training and promotion regardless of gender, marital status, family responsibilities, ethnicity, disabilities, sexual orientation or age.

1.4 Working Together

1.4.1 The Department aims to have effective communication, so that discussions on matters relating to terms of employment can be initiated by the NZNO, its members or the appropriate manager.

1.4.2 It is recognised that the parties will work together on national initiatives impacting on Health Services employees during the term of this agreement. Such matters may be initiated by the Department or NZNO as appropriate.

1.5 Part-time employees

1.5.1 A part-time employee is one who works less than 40 hours per week or 80 per fortnight. Their relevant annual salary is pro rated and the additional hours rate does not apply until 40 hours have been worked in any week.

1.5.2 A permanent part-time employee will have specified or averaged weekly hours of work, although additional hours may be worked by agreement.

1.5.3 Except as otherwise provided within this agreement, a permanent part-time employee will receive the entitlements specified under this agreement. Where there is a weekly entitlement a week will reflect either their specified weekly hours, or, where irregular hours per week are worked, their averaged hours per week.

1.5.4 In the case of shift leave (5.2.4), a permanent part-time employee who regularly works shifts which commence or end outside of the hours of 7am to 6pm will be eligible for shift leave based on their specified or averaged weekly hours. Where applicable, the 6 week or 30 day Parental Leave payment (5.5.2) will be similarly pro rated.

1.6 Casual employees

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

2. DUTIES

2.1 Professional Service

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

2.2 Efficiency & Flexibility

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

2.3 Personal Development & Performance

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

2.3.5 Professional Development and Recognition Programme (PDRP)

- 2.3.5.1 The Professional Development and Recognition Programme (PDRP) supports Enrolled Nurses ([EN](#)) and Registered Nurses ([RN](#)) to maintain their competency and to provide a pathway for further developing their clinical skills.
- 2.3.5.2 A Registered Nurse or an Enrolled Nurse who reaches the specified PDRP levels (RN Proficient or RN Expert, or EN Proficient or EN Accomplished) will be paid the relevant [annual allowance \(pro-rate for part-timers and casuals\) rate](#) identified [below in Schedule A4](#) as long as that employee maintains that level of practice.

RN Proficient	\$3,000	EN Proficient	\$3,250
RN Expert	\$4,500	EN Accomplished	\$4,500

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2.3.5.3 ~~The allowance is included in the employee's salary for all hours worked and will attract penal rates and overtime as appropriate. It is pro-rated for part-timers and casuals. The allowance shall be added to the base rate of pay and be payable for all hours worked and will attract penal rates and overtime as appropriate.~~

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2.3.5.4 Participation in the PDRP process is voluntary.

2.3.6 PDRP Leave

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

- 1 day Proficient per annum (p.a).
- 2 days Expert/Accomplished p.a.

2.4 Hours of Work

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

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

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

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

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

2.5 Additional Hours

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

2.5.2 A call-out occurs when an employee, having ceased work and left the site, is contacted and called to work before the normal starting time of their next shift. Each call-out will be

paid as a minimum of three additional hours, except that more than one call-out completed within three hours will be regarded as one call-out.

- 2.5.3 Except in the case of emergency, when an employees is required to work additional hours the work will be arranged so they have a break of at least ten consecutive hours between the end of work on one day and the scheduled start time the following day.
- 2.5.4 Where the Department requires an employee to work 1 or more additional hours immediately following their duty a suitable meal will be supplied on request. The type of suitable meal provided will be the subject of consultation and may vary from site to site.
- 2.5.5 Where the Department requires an employee to be on standby or on call they will be paid ~~\$30.00~~25.46 (increasing to \$ ~~35.00~~25.66 from 1/~~7/3/2018~~) per day while so required.
- 2.5.6 If an employee is required to use their own vehicle to travel to work on a callout the Department will reimburse the employee for the trip to or from their home at the mileage rate promulgated annually by the Commissioner of the Inland Revenue. During the term of this agreement the current IRD rate will be paid from the date of ratification, with any subsequent changes announced during the term of the agreement, payable form the date of IRD publication. (Note this rate is payable for the first 5,000km only in each year commencing 1 April, with any additional travel paid at 19 cents per km.).

2.6 Breaks

- 2.6.1 The timing of breaks will occur in a manner which is least disruptive to operational needs. Typically a normal days work includes one unpaid break of up to 60 minutes which will normally be taken around the middle of the work period, and two ten minute breaks, ~~but in the case of shift work where the hours of work are continuous such breaks are taken "on the job" and employees must remain immediately available for any duty that may arise~~

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

2.7 Operating Capacity

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

2.8 Emergency Maximum Operating Capacity

- 2.8.1 These provisions are applicable only to emergency unplanned increases in muster levels at a prison where it has not been possible for the parties to use the provisions in 2.7 above, or additional staffing has not been provided.
- 2.8.2 Where the maximum operating capacity is exceeded and alternative prisoner accommodation is to be used, either off-site or on-site, then contingency plans will be implemented. In this event those staff bound by this agreement, who are directly involved, either off-site or on-site in the management of the prisoners as approved by the Prison Director, will be paid an allowance of \$35 per shift.

- 2.8.3 Where the maximum operating capacity at MECF, SHCF, Rimutaka or Christchurch Men's is exceeded by 3% or more an allowance of \$35 per shift will be paid to all employees working at that site, for the period that maximum operating capacity remains exceeded by 3% or more. Where any other prison's maximum operating capacity is exceeded by 5% or more an allowance of \$35 per shift will be paid to all employees covered by this agreement, for the period that maximum operating capacity remains exceeded by 5% or more.
- 2.8.4 No employee shall receive payment under both 2.8.2 and 2.8.3 concurrently.

3. REMUNERATION

3.1 Salary

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

3.2 Deductions

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

3.3 Superannuation

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

3.4 Expenses

- 3.4.1 The Department will reimburse all actual and reasonable expenses incurred by an employee while travelling for work. These will include, but are not limited to meals and incidental expenses such as travel costs and phone calls. This may also cover reasonable costs of staying privately.
- 3.4.2 Employees will be reimbursed up to ~~\$25.30~~ [\\$25.93](#) per day without production of receipts (increasing to ~~\$4.20~~ [\\$4.68](#) from [1/7/203/48](#)). Claims for more than this amount will require receipts.
- 3.4.3 Employees required to travel on official business will be entitled to obtain an advance of up to 90% of expected expenditure prior to undertaking the travel. The amount of the anticipated expenditure is expected to be agreed between the affected employee(s) and their manager prior to the travel occurring.

3.5 Appointment Salaries

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

- previous nursing experience; and (if applicable)

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

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4. HEALTH AND SAFETY

4.1 Healthy Workplace

4.1.1 The Department and NZNO have jointly developed protocols for the implementation and operation of a Healthy Workplace programme in Prison Health Centres.

4.1.2 Health Services and NZNO are committed to working collaboratively to share best practice and to develop a conscious plan to work through and resolve issues at the Area Healthy Workplace Group level in pursuit of a healthy workplace for employees and management.

4.2 Health

4.2.1 It is essential that employees present themselves for work fully fit to carry out their assigned duties.

4.2.2 The Department recognises that an employee with impaired work performance should receive early assistance. An assistance programme is available for employees who may have personal problems that may be disrupting their work or home life. Under this scheme employees can seek assistance on a confidential basis. Any decision to seek counselling will not jeopardise job security or continuity of service.

4.2.3 The Department and employees are committed to safe and healthy workplaces and will meet their obligations under the Health and Safety at Work Act 2015.

4.2.4 The Department's duties include:

- providing and maintaining a safe working environment for employees and others in the workplace; and
- providing and maintaining facilities for the welfare of employee while at work; and
- providing all necessary training and instructions to employees; and
- making sure machinery and equipment is safe; and
- making sure working arrangements are not hazardous; and
- providing procedures to deal with work emergencies; and
- making sure health and safety employee engagement and participation processes are in place.

4.2.5 The Department recognises the important role that NZNO, its officials, site representatives and elected health and safety representatives have in ensuring that the workplace is safe and healthy.

4.2.6 Employees will follow the Department's health and safety policies and procedures and will take reasonable care to look after their own health and safety at work, their fitness for work, and the health and safety of others.

Examples of how employees can take reasonable care include:

- following all reasonable health and safety rules and instructions; and
- participating in health and safety discussions; and
- exercising their right to refuse to do unsafe work; and
- taking reasonable care that their actions (or inactions) do not cause harm, or risk of harm, to themselves or others; and
- not reporting for duty under the influence of alcohol or drugs that impair their performance or fitness for work; and
- wearing all necessary personal protective equipment and clothing.

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

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

4.3 First Aid and Vaccinations

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

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

4.4 Medical Examinations

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

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

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

4.5 Drugs and Alcohol

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

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

4.6 Eye Examination and Eyewear Reimbursement

- 4.6.1 The Department's policy for the provision of biennial eye examinations and the reimbursement of expenses relating to eyewear or contact lenses will apply. The policy covers all permanent employees with 12 months continuous service as follows:
- Occupational use of a VDU for at least 50% of their normal working day; and/or
 - Required to regularly drive a departmental vehicle; and/or
 - Any other agreed relevant occupational use e.g. safe use of machinery.
- 4.6.2 Total reimbursement levels for the first examination and, if needed, contribution towards the cost of frames and lenses (single, bifocal, progressive or graduated) or contact lenses, is \$400. Frames are covered only as a one off initial cost.
- 4.6.3 The reimbursement level for subsequent examinations and any replacement lenses (or complete glasses where this is a more cost effective option) required is up to a maximum of \$275 (inclusive of GST) per time, provided that no less than 24 months is required between claims under this policy.

4.7 Occupational Fitness Allowance

- ~~4.7.1 An annual ongoing Occupational Fitness Allowance of \$650 will be payable to employees bound by this agreement who would be required to participate in the Non-Custodial Physical Readiness Assessment (NCPRA), which the parties agree to establish for non-custodial employees. Subject to reaching agreement by 1 July 2017, as to the elements of this NCPRA, the allowance would be payable, with effect from 1 May 2017.~~

5. LEAVE

5.1 Public and Development Holidays

- 5.1.1 Except as provided below, public holidays shall be in accordance with the provisions of the Holidays Act 2003 and subsequent amendments.
- 5.1.2 The Department will nominate one day per year as a Development Holiday. This day will usually be the day after Boxing Day. Employees who are required to work on the Development Holiday are paid at ordinary time but entitled to a day off in lieu.
- 5.1.3 An employee may be required to work on a Public Holiday or Development Holiday provided the day on which the holiday occurs would otherwise be a working day for them.
- 5.1.4 If an employee works on the Development Holiday they may take another day in lieu at a time agreed with their manager.

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

5.2 Annual Leave

- 5.2.1 Except as provided below, annual holidays shall be in accordance with the Holidays Act 2003 and subsequent amendments.
- 5.2.2 Employees, other than casuals, shall be entitled to 4 weeks annual leave per annum in accordance with the Holidays Act.
- 5.2.3 After six years current continuous service employees will be entitled to an additional week of annual leave for the sixth and subsequent years of service.
- 5.2.4 On the completion of one year's employment on shift work employees will be granted one additional week of annual leave.
- 5.2.5 Employees are permitted to anticipate up to half of their next year's annual leave entitlement by agreement with their manager, subject to a refund on termination if necessary.
- 5.2.6 Special leave with or without pay of over 35 days in any leave year will proportionally reduce an employee's annual leave entitlement for that year.
- 5.2.7 Holiday pay for annual holidays will normally be paid in the usual pay cycle but employees can request payment of holiday pay for periods of one week's holiday or more prior to commencement of the annual holiday. Notice of this request must be given to payroll no less than two weeks prior to the commencement of the annual leave in order to enable processing.

- 5.2.8 Casual employees are not entitled to the above provisions provided their hourly rate is inclusive of holiday pay.

5.3 Sick Leave

- 5.3.1 Permanent employees are entitled to up to 10 days paid sick leave per year. Such leave may be used for personal illness or injury or in circumstances when the employee is required to be absent from work due to an illness or injury of his/her spouse or a dependant, including the illness or injury of a caregiver. Unused sick leave may be accumulated up to a total of 260 days.
- 5.3.2 Other employees may qualify for 5 days sick leave for the following year if over a period of six months they work at least an average of 10 hours per week, and no less than one hour in every week during that period or no less than 40 hours in every month during that period.
- 5.3.3 Generally medical certificates are not required, but with good cause a manager may require an employee to present a medical certificate. However, in the case of absences of less than three consecutive calendar days, the Department must promptly advise the employee of the requirement to produce the certificate and shall pay their reasonable costs of obtaining the certificate.

5.4 Tangihanga/Bereavement Leave

- 5.4.1 An employee shall be granted leave on pay to discharge their obligations and/or pay their respects to a deceased person with whom they have had a close association. 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 granting time off the manager shall administer these provisions in a culturally sensitive manner taking into account the closeness of the relationship between the employee and the deceased, whether the employee has to take significant responsibility for any or all arrangements to do with the ceremonies resulting from the death, the amount of time needed to discharge properly any obligations or responsibilities, reasonable travelling time which in the case of overseas travel may not be for the full period of travel, and the need to make a prompt decision. This leave may interrupt other leave the employee is on at the time.

5.5 Parental Leave

- 5.5.1 Parental Leave shall be granted in accordance with Parental Leave and Employment Protection Act 1987, and subsequent amendments.
- 5.5.2 If an employee is entitled to Parental Leave of up to 12 months and returns to duty before or at the expiration of the leave and completes a further 6 months service they qualify for a payment equivalent to 30 working days leave on pay i.e. at the rate applying for the 30 working days immediately preceding their ceasing duty. If an employee is absent on Parental Leave for less than 6 weeks (30 working days) they will receive that proportion of the payment that their absence represents in working days.
- 5.5.3 The above payments do not apply if the employee's partner receives a similar payment from another state sector employer.

5.6 Special Leave

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

5.7 Sabbatical

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

5.8 Retiring, Resigning and Long Service Leave

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

5.9 Further Advice

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

6. GENERAL

6.1 Confidentiality

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

6.2 Intellectual Property

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

6.3 Computer Systems

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

6.4 Indemnity

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

6.5 Personal Presentation

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

6.6 Harassment

- 6.6.1 Harassment in any form is prohibited.
- 6.6.2 By definition, an employee is sexually harassed if that employee's employer or a representative of that employer:
 - directly or indirectly makes a request of the employee for sexual intercourse, sexual contact, or other form of sexual activity which contains:
 - an implied or overt promise of preferential treatment in that employee's employment; or
 - an implied or overt threat of detrimental treatment in that employee's employment; or
 - an implied or overt threat about the present or future employment status of that employee; or

by:

- the use of language (whether written or spoken) of a sexual nature; or
- the use of visual material of a sexual nature; or
- physical behaviour of a sexual nature; or
- directly or indirectly subjecting the employee to behaviour which is unwelcome or offensive to that employee (whether or not that is conveyed to the employer or representative) and that either by its nature or through repetition, has a detrimental effect on that employee's employment, job performance, or job satisfaction.

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

7. TERMINATION

7.1 Notice

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

7.2 Retirement

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

8. MANAGEMENT OF CHANGE

8.1 Organisational Change

- 8.1.1 The process of change is continuous and forms part of the organisation's continuous improvement.
- 8.1.2 Where organisational change is being considered that may result in positions no longer existing, consultation shall take place in accordance with Clause 10 of this Agreement, prior to a decision being made.

8.1.3 If as a result of organisational change, an employee's position no longer exists or they can no longer be employed at their current position, salary or work location the following options will be considered. These options are not to be applied in any order of priority, with the exception of severance which is a last resort.

a) Reconfirmation

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

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

b) Reassignment

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

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

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

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

c) Retraining

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

d) Special Leave

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

e) Job Search

Job Search may be agreed between an employee and their manager. This means that the Department will undertake to assist the employee find alternative employment outside the Department. Criteria for a suitable position are agreed before the job search begins and if

the criteria are met, the employee is committed to accepting a suitable appointment if it is offered to them.

f) Part Time Employment

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

g) Temporary Employment

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

h) Severance

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

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

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

i) Review Procedure

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

8.2 Employee Protection Provision

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

- The Department will provide the prospective new employer with details of the current terms of employment for affected employees

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

8.3 Sale or Transfer

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

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

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

- any service related and redundancy conditions; and
- any conditions relating to superannuation under the employment being terminated; and

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

9. REPRESENTATION

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

10. CONSULTATION

- 10.1 The process of change is continuous and should form part of the organisation's continuous improvement.

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

11. EMPLOYMENT RELATIONSHIP PROBLEMS

Right to Representation

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

11.1 Definitions

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

11.2 Raising an Employment Relationship Problem

- 11.2.1 Where an employee considers they have an employment relationship problem the matter should be discussed with their manager at the earliest opportunity, in an endeavour to resolve the matter promptly by direct discussion.
- 11.2.2 If the matter is not resolved, the employee should put the complaint in writing to their manager. A further effort will be made to resolve the matter.
- 11.2.3 In the event the matter remains unresolved, or the employee believes it is inappropriate to raise it directly with their manager because of the nature of the problem, the employee should contact the Regional Manager. If the matter still remains unresolved, the employee should contact the Mediation Service of the Ministry of Business, Innovation and Employment (MBIE).

11.3 Time Limit for Raising a Personal Grievance

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

11.4 Choice of Procedures

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

11.5 Statement of Reasons for Dismissal

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

11.6 Other Options

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

11.7 Remedies for Personal Grievance

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

11.8 Principles for Disciplinary Matters

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

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

12. TERM

12.1 This Agreement comes into effect on [\(date of ratification \) 14 July 2017](#) and expires on 30 June 20[21](#)~~19~~.

SIGNATORIES

Dated at Wellington on ____ day of _____ 20____

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

FOR AND ON BEHALF OF the New Zealand Nurses Organisation:

MINIMUM SALARIES

SCHEDULE A

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

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

Registered Nurse	01/03/18	Translation 17/07/2019	1/10/2019	1/7/2020
Step 1	\$51,105	\$52,683	\$54,034	\$55,115
Step 2	\$55,432	\$57,029	\$58,491	\$59,661
Step 3	\$59,756	\$60,585	\$62,138	\$63,381
Step 4	\$64,083	\$64,733	\$65,652	\$66,965
Step 5	\$68,407	\$71,121	\$72,945	\$74,404
Step 6		\$73,309	\$75,132	\$76,635
Step 7				\$78,934

Clinical TL Nurse Specialists	1/3/18	Translation 17/07/2019	1/10/2019	1/7/2020
Step 1	\$79,800	\$84,715	\$86,887	\$88,625
Step 2	\$83,370	\$87,974	\$90,230	\$92,035
Step 3	\$86,940	\$93,969	\$96,378	\$98,306

Enrolled Nurse	1/3/2018	Translation 17/07/2019	1/10/2019	1/7/2020
Step 1	\$48,126	\$48,875	\$49,848	\$50,845
Step 2	\$50,991	\$51,641	\$52,616	\$53,668
Step 3		\$53,772	\$55,385	\$56,493
Step 4		\$55,385	\$57,047	\$58,188

A1 (a) Rates at 1/5/17

Scale and Rates at 1/5/17		Basic Salary (\$)	Basic Salary (\$) including PDRP RN Proficient (\$3000 p.a.) if this is achieved	Basic Salary (\$) including PDRP RN Expert (\$4500 p.a.) if this is achieved
	Team Leader	76,704	N/A	N/A
	Registered Nurse			
	Step 5	67,066	70,066	71,566

	Step 4	62,826	65,826	67,326
	Step 3	58,584	61,584	63,084
	Step 2	54,345	57,345	58,845
	Step 1	50,103	53,103	54,603
	Enrolled Nurse			
			Basic Salary (\$) including PDRP EN Proficient (\$2500 p.a.) if this is achieved	Basic Salary (\$) including PDRP EN Accomplished (\$4000 p.a.) if this is achieved
	Step 2	49,991	52,491	53,991
	Step 1	47,182	49,682	51,182

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A1 (b) Rates 1/3/18

Scales and Rates at 1/3/18 (includes 2% increase)		Basic Salary (\$)	Basic Salary (\$) including PDRP RN Proficient (\$3000 p.a.) if this is achieved	Basic Salary (\$) including PDRP RN Expert (\$4500 p.a.) if this is achieved
	Team Leader	78,235	N/A	N/A
	Registered Nurse			
	Step 5	68,407	71,407	72,907
	Step 4	64,083	67,083	68,583
	Step 3	59,756	62,756	64,256
	Step 2	55,432	58,432	59,932
	Step 1	51,105	54,105	55,605
	Enrolled Nurse			

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			Basic Salary (\$) including PDRP-EN Proficient (\$2500 p.a.) if this is achieved	Basic Salary (\$) including PDRP-EN Accomplished (\$4000 p.a.) if this is achieved
	Step 2	50,991	53,491	54,991
	Step 1	48,126	50,626	52,126

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A1(c) Rates for Clinical Team Leaders 1/9/17 & 1/3/18, as follows:

<u>Clinical Team Leader</u>	<u>1/9/17 (\$)</u>	<u>1/3/18 (\$)</u>
<u>Step 3</u>	<u>85,235</u>	<u>86,940</u>
<u>Step 2</u>	<u>81,735</u>	<u>83,370</u>
<u>Step 1</u>	<u>78,235</u>	<u>79,800</u>

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Note (1) The above rates will replace the Team Leader column in A1 (a) effective from 1/9/17 and the Clinical Team Leader column in A1 (b) from 1/3/18

Note (2) Clinical Team Leaders translate to Step 1 of the above scale effective from either 1/9/17 or their date of appointment to the position, whichever is later.

Note (3) The Department, in consultation with the NZNO and PSA, will develop a competency system to allow progression through the Clinical Team Leader pay scale.

A1.1 Progression

(a) Except as provided in (b) and (c) below, progression through the salary scales is annual and subject to:

- the production of the employee's current annual practicing certificate; and
- the employee's continuing contribution to improved outcomes for prisoners in care.

(b) Clinical Team Leader progression will be subject to meeting the relevant competencies and being 12 months on the previous step. If these conditions are met then progression would be effective from 17 July 2019 and 1 July 2020.

(c) The Department and NZNO will discuss and agree on progression criteria and translation processes for Clinical Nurse specialists –Mental Health.

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~~will be in accordance with the progression guidelines for nurses.~~

~~Progression through the A1(c) pay scale for Clinical Team Leaders will be subject to demonstration of the required competencies, once finalised, provided that, effective from 1/9/17, a Clinical Team Leader must spend a minimum of 12 months on each step.~~

~~Progression through the salary scale will be in accordance with the progression guidelines for nurses.~~

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A1.2 Annual Practising Certificate

The Department will pay the Annual Practising Certificates for nurses.

A1.3 ALLOWANCES

A1.3.1 Additional Hours

The additional hours' rate shall be time and a quarter. The additional hours' rate and penal rate / night rate shall not be paid in respect of the same hours.

A1.3.2 Penal Rates

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

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

A1.3.3 Night Rate

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

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

A1.3.4 Higher Duties Allowance

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

A1.3.5 Part time and Casual Employees

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

A2. Health Care Assistants

	Salary as at 1/5/18 \$	Translation Salary as at 1/7/2019 (2%) \$	Salary at 1/10/19 \$	Salary at 1/07/2020 \$
Step 1	44,941	45,836	46,731	47,899
Step 2	50,336	51,299	52,261	53,568
Step 3	53,938	54,946	55,953	57,352

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

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A2.1 Additional Hours

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

A2.2 Part time and Casual Employees

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

INSTITUTIONS

SCHEDULE B

The institutions covered by this Agreement are as follows:

Auckland Prison
Arohata
Auckland Region Women's Corrections Facility
Christchurch
Christchurch Women's
Hawke's Bay Regional
Invercargill
Manawatu
Mount Eden Corrections Facility
Northland Region Corrections Facility
Otago Corrections Facility
Rimutaka
Rolleston
Springhill Corrections Facility
Tongariro/Rangipo
Waikeria
Whanganui and New Plymouth Remand Centre

SEVERANCE

SCHEDULE C

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

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

(1) For all staff

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

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

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

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

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

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

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

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

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

Cessation Leave for staff with less than 20 years service.

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

Cessation Leave for staff with 20 years or more of service

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

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

RETIRING, RESIGNING & LONG SERVICE LEAVE**SCHEDULE D****Retiring Leave**

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

Provided that:

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

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

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

TABLE A

**Entitlement (in working days)
with Service of Years and Months Specified**

MONTHS0	2	4	6	8	10
Years					
10	22	23	24	24	25
11	26	27	28	29	30
12	31	31	32	33	34
13	35	36	36	37	38
14	39	40	41	41	42
15	44	44	45	46	46
16	48	49	49	50	51
17	52	53	54	54	55
18	56	57	58	59	59
19	61	61	62	63	64
20	65				

TABLE B

**Entitlement (in working days)
with Service of Years and Months Specified**

MONTHS	0	2	4	6	8	10
Years						
25	65	66	66	67	68	69
26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81
29	82	83	84	84	85	86
30	86	87	88	89	89	90
31	91	91	92	93	94	94
32	95	96	96	97	98	99
33	99	100	101	101	102	103

34	104	104	105	106	106	107
35	108	109	109	110	111	111
36	112	113	114	114	115	116
37	116	117	118	119	119	120
38	121	121	122	123	124	124
39	125	126	126	127	128	129
40	131					

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

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

Qualification Required	Retiring Leave (Working Days)
Completion of 15 years service	65 days
Completion of 10 and under 15 years service	44 days
Completion of 5 and under 10 years service	22 days

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

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

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

Resigning Leave

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

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

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

Long Service Leave

- (1) Staff who have completed 20 years' continuous service shall be granted, once only, four weeks long service leave provided that reduced hour or part-time staff are to receive a pro rata reduction of pay but not of time during long service leave. Long service leave must be taken in one period and within five years of qualification.

- (2) For the purposes of long service leave, the Chief Executive will recognise service with other departments of the Public Service and the Parliamentary Service; and may recognise service with the organisations listed in clause 8.11.2 of the 1996/97 PSA Public Prisons CEC.
- (3) The qualifying period for long service leave shall cease on the day a staff member retires, but excludes any additional service which may accrue as a result of retiring leave being paid fortnightly after the last day of duty.
- (4) A staff member who resigns or who has given notice of resignation, or who is dismissed, will forfeit any untaken long service leave to which he/she may be entitled.