



**SOUTHERN DISTRICT HEALTH BOARD**

**SOUTHLAND ADMINISTRATIVE EMPLOYEES**

**COLLECTIVE EMPLOYMENT AGREEMENT**

**1 February 2019 – 31 January 2022**



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## 1. **PARTIES**

**The parties to this Collective Employment Agreement are:**

**Southern District Health Board (referred to as the “Employer” or “Southern DHB”).**

**The New Zealand Nurses Organisation (referred to as “NZNO”)**

**The coverage of this agreement is all Southern District Health Board employees, employed in the former Southland District Health Board boundaries, who are or become NZNO members, employed in the areas of administration and information technology.**

**From 01 May 2010, any clauses or appendices/schedules referring to Southland District Health Board transferred to Southern District Health Board, but recognised the former Southland District Health Board boundaries that existed prior to the merger and became location specific terms and conditions.**

**Employees working in the following areas will not be covered by this agreement:**

- All senior management positions, i.e. those positions which directly report to the Chief Operating Officer, Southland/Deputy Chief Executive Officer for Southern District Health Board.
- The following Management/Coordinator positions  
Finance Managers, IT Coordinator, Commercial Services Manager, and Medical Records and Clinical Coding Manager.
- Accountants
- Support Analysts
- HR and Recruitment Advisors/Officers/Coordinators/Managers
- Legal Risk Adviser
- Maori Advisor
- ACC Case Manager
- From 01 May 2010 employees employed in a location outside the boundaries of the former Southland DHB will also be excluded from coverage.

### **Entire Agreement**

The provisions of this collective employment agreement shall render null and void any other agreement expressed or implied.

### **New Employees**

If the new employee is a member of a union party to this collective employment agreement then they will be employed under the terms and conditions of this collective employment agreement.

**If the new employee is not a member of a union party to this collective employment agreement:**

For the first 30 days, the new employee will be employed under the terms and conditions of the collective agreement. During the 30 days any new employee who is not a union member may join the NZNO. Where this occurs, the employee will then be covered by this collective agreement. If at the end of the



30 days the employee has not joined a union, they will continue on an individual employment agreement, which either party may then seek to vary.

## **2. DEFINITIONS**

"Employer" means the Chief Executive Officer of Southern District Health Board.

"Southern District Health Board" – a statutory body established under the New Zealand Public Health and Disability Act 2000.

"Southern DHB" is the entity created by the merger of the former Otago/Southland DHBs on 1 May 2010. Any clauses or schedules referring to specific terms and conditions for Southland DHB transferred to Southern DHB but recognised the former Southland DHB boundaries that existed prior to the merger and became location specific terms and conditions.

"Staff Delegate" means an employee recognised as spokesperson for a group of employees.

"Employee Representative" means the organisation/group/person who has established authority to represent the parties NZNO.

"Whole time employee" means an employee who works not less than 40 hours per week.

"Part-time employee" means an employee, other than a casual employee, who works on a regular basis but less than 40 hours per week.

"Temporary employee" means an employee who is employed for a finite period of time either on a full-time or part-time basis to undertake work of a temporary nature.

"Casual employee" means an employee who has no set hours or days of work and is employed to work on an as and when required basis.

"Duty" means one or more periods of service required to be given by an employee during any one period of 24 hours.

"Telephonists" are employees who are employed in Hospital Enquiry Exchanges.

"Substantially" means engaged for more than 50 percent of the time at a particular job during any one-week.

"Work in the areas of Administration or Information Technology" includes roles which are involved wholly or substantially in one or more of the following: writing; typing; word processing; shorthand-writing; any work relating to conducting correspondence; attending telephones; diary management; bookkeeping; payment of accounts; receiving and/or paying out of cash; filing; maintaining records; data input; computation of wages and/or salaries; enquires and reception duties; dealing with receipt, sorting and dispatch of mail; photocopying.

**3. VARIATION**

Any variation/s to this agreement shall be mutually agreed between the parties affected by the variation, and such variation/s shall be in writing, signed by Southern District Health Board, NZNO and those employees affected.

**4. STATUTORY PROVISIONS**

4.1 This agreement shall include all terms implied by operation of law or incorporated by statute or otherwise, passed or substituted.

4.2 The provisions of this agreement shall not be less beneficial than any provisions specified in the following statutes and their subsequent amendments:

Equal Pay Act 1972  
Holiday Act 2003  
Minimum Wage Act 1983  
Parental Leave & Employment Protection Act 1987  
Wages Protection Act 1983  
Health and Safety in Employment Act 1992  
Human Rights Act 1993  
Privacy Act 1993  
Official Information Act 1982  
New Zealand Public Health and Disability Act 2000  
Employment Relations Act 2000  
Electoral Act 1993

In particular the employer acknowledges the existence of sections 19, 20 and 21 of schedule 1B, Code of Good Faith for the Public Health Sector, in the Employment Relations Amendment Act 2004.

**5. STATEMENT OF INTENT**

The parties recognise and value the mutual commitment to and benefit from working together to resolve differences between them, which may arise from time to time. Southern District Health Board has a commitment to give genuine consideration to the views and ideas of its employees, particularly in the planning and organisation of the work of their department. Communication processes and a culture of involvement will be jointly developed to encourage this.

The parties believe that such an approach will provide a solid base for achieving an efficient and competitive business, leading to satisfying and worthwhile employment, within a safe and healthy working environment. Ultimately both parties are aiming to achieve a quality health service for the people of Southland.

## **6. POLICIES AND PROCEDURES**

- 6.1 All employees covered by this agreement shall comply with the employer's policies and procedures in force from time to time to the extent that such policies and procedures are not inconsistent with the terms and conditions of this agreement.

Employees shall be consulted regarding any additions/amendments to policies and procedures where such additions/amendments have a material effect on the employee/s' conditions of employment.

- 6.2 **Confidentiality**  
Each employee shall be required to sign a declaration of confidentiality as a condition of employment.

- 6.3 **Conflict of Interest**  
Except by mutual agreement in writing with the employer, full-time or part-time employees shall not during their employment with the employer engage directly or indirectly in activities which could reasonably be regarded as competing with the interests of the employer.

- 6.4 **Termination**  
Employment may be terminated by two weeks notice in writing on either side except in the case of unsatisfactory service when Southern District Health Board may terminate the employment on any other notice considered appropriate. In the event of serious misconduct, neglect of duties, or conduct detrimental to the best interests of Southern District Health Board, the employee may be terminated summarily by Southern District Health Board.

- 6.5 **Temporary Employment Agreements**
- (a) Temporary employment agreements should only be used to cover specific situations of a temporary nature, eg to fill a position where the incumbent is on study or parental leave, or where there is a task of a finite duration to be performed. Under normal circumstances a temporary employment agreement shall not exceed duration of 12 months unless there are exceptional circumstances. Where these exceptional circumstances occur the employer shall prior to advertising notify the NZNO.
  - (b) Where a position has a termination date specified in the agreement then the appointment must not be extended beyond the original expiry date, unless by the mutual agreement of the parties due to a need to extend the limited time period for completion purposes.

## **7. CONSULTATION GROUP**

The parties agree that in order to address issues relating to employees covered by this agreement, a consultation group is to be advanced.

The Consultation Group will comprise of:

- Three representatives from Southern District Health Board
- Three representatives from NZNO

The consultation group will meet no less than bi-monthly to identify and resolve issues of concern. Employees involved in the consultation group will be paid for the time involved.

## **8. HOURS OF WORK**

### **Statement of Intent**

The employer recognises the need for staff to balance their work life with their recreational and home life, and is committed to active participation in the management of workloads and working time that achieves staff and management goals, and results in realistic work expectations. DHBs and NZNO recognise that a degree of stress is a part of the modern workplace. The employer makes a commitment to working with staff to develop policies and practices that attempt to minimise the negative impact stress has on workers' lives and that workloads are reasonable.

- 8.1 The ordinary working hours of an employee employed full-time shall be 40 in each week, to be worked on not more than five days.

The ordinary working hours of an employee (excluding Telephonists at Southland Hospital, Kew) employed full-time prior to 15 March 1993, shall be 37 and a half but notwithstanding this up to 40 hours per week may be worked not more than 5 days, at ordinary rate of pay.


- 8.2 (a) The working week shall always start and end at midnight Sunday / Monday.
- (b) Except in an emergency, no employee shall work more than seven consecutive duties at any one time, unless otherwise mutually agreed.
- (c) The employer may vary the hours of work by agreement between the employees affected, and the employer. Such agreement shall not be unreasonably withheld. Any such agreement shall be in writing and signed by the parties.
- (d) The employer shall document the hours of work requirements for each position for which an employee, other than a casual employee, has been engaged or is for the time being fulfilling. The written hours of work requirements shall be provided to the employee.

### 8.3 Minimum Break Between Spells of Duty

- (a) (i) 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.
  - (ii) Periods of full shift or more 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.
  - (b) Where a break of less than nine hours occurs the provisions in clause 10.2 (b) shall apply.
  - (c) 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.
  - (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 manager 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.
- 8.4 Notwithstanding the provisions of subclauses 8.1, 8.2 and 8.3 of this clause, and subject to the provisions of Clause 8.2 (c) above, the employer may require an employee to work at times and for periods other than those prescribed in those subclauses, but in no case shall an employee employed whole-time be rostered to work less than 40 ordinary hours of duty in any week.
- 8.5 Notwithstanding the foregoing, Telephonists employed in Hospital Enquiry Exchanges, and any other workers who shall come within the scope of this clause, shall be required to work the weekly hours provided in a roster of duties to be agreed from time to time by the employer and the employees; provided that such hours shall not exceed an average of 40 per week over the cycle of weeks included in the roster and shifts shall not be broken. Shifts may be worked in accordance with the provision set out in Clause 11 of this Contract.

## 9. MEAL PERIODS AND REST BREAKS

- 9.1 Except when required for urgent or emergency work and except as provided in 9.2 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.





- 9.2 An employee unable to be relieved from work for a meal break shall be allowed to have a meal on duty where the employer has the means to provide this, and this period shall be regarded as working time.
- 9.3 Except where provided for in 9.2 above, an employee unable to take a meal after five hours duty shall be paid at overtime rates in addition to normal salary from the expiry of five hours until the time when a meal can be taken.
- 9.4 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.
- 9.5 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer.

## **10. OVERTIME AND PENAL TIME**

### **10.1 Definitions**

- (a) Normal hourly rate of pay – The normal hourly rate shall be one two thousand and eighty part, correct to three decimal places of a dollar, of the yearly rate of salary payable.
- (b) Overtime – Overtime is time worked in excess of 40 hours a week when such work has been properly authorised.
- (c) Penal time – Penal time is time worked on a public holiday.

### **10.2 Conditions (Call back)**

- (a) An employee shall be paid for a minimum of 3 hours, or for actual working and travelling time, whichever is the greater – at the appropriate rate, when the employee:
- (i) is called back to work after – completing the days work or shift, and having left the place of employment; or
- (ii) is called back before the normal time of starting work, and does not continue working until such normal starting time.
- (b) **Minimum Break between Spells of Duty**  
Time spent off duty during normal rostered hours solely to obtain a nine hour break shall be paid at the normal hourly rate. Any absence after the ninth continuous hour of such a break, if it occurs in a normal rostered shift shall be treated as a normal absence from duty.
- (c) 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 shall be paid at overtime rates.

- (d) An employee who, in terms of 10.5 below is not entitled to overtime payment shall be granted equivalent time off for authorised work performed on a Public holiday. Equivalent time off at other times for work performed outside normal hours may be granted at the discretion of the employer.
- (e) Except that: **Minimum break between spells of duty:** The appropriate special rate of pay for ordinary hours worked on a whole holiday when no nine hour break has been taken shall be as specified in clause 10.4 (a) hereto.
- (f) 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 employees normal rostered hours of duty for such absences.

10.3 **Overtime Rates** – subject to subclause 10.5 below, overtime shall be paid at the following rates:

In respect of overtime worked in excess of 40 hours in any week (other than a public holiday), at one half in addition to the normal hourly rate of pay.

10.4 **Limits on payment for overtime and penal time:**

- (a) Overtime and penal time shall not be paid in respect of the same hours.
- (b) In lieu of payment for overtime and penal time an annual allowance may be provided.

10.5 Equivalent time off in lieu of overtime payments in 10.3 for work performed outside normal hours may be granted at the discretion of the employer.

10.6 Where a full-time employee is required to work for more than 1 hour following a period of duty, or continues working on overtime after 1pm and/or 6pm on a Saturday, Sunday, rostered day off or public holiday, the employer shall provide a suitable meal or they shall be paid a meal allowance of \$10.30.

## 11. **SHIFT WORKERS**

### 11.1 **Conditions**

For the purposes of this clause, shift work shall mean all regular and continuing periods of roster duties.

A worker shall be deemed to be a shift worker if employed on five consecutive shifts, but the intervention of rostered days off shall not be deemed to break the consecutiveness of such shifts.

11.2 The ordinary hours of a shift worker shall not exceed 40 per week over the cycle of weeks included in the roster and shifts shall not be broken.

- 11.3 The roster period shall be four (4) weeks (28 days) or greater, except that it may be less for services where unpredictable service demands make this impracticable. Rosters shall be notified to the employees involved at least three (3) weeks (21 days) prior to commencement of the roster period, except that the minimum period of notification for roster periods of less than four (4) weeks shall be two (2) weeks (14 days). Less notice may be given in exceptional circumstances.

11.4 **Allowances**

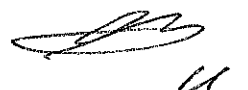
**Shift Allowances - Emergency Department  
- Medical Records employees**

- (a) Except where elsewhere provided in this clause, employees (including casual employees) who work afternoon duty, night duty, or weekend duty shall be paid in addition a shift allowance as follows:

Afternoon	Night	Weekend
\$15.05	\$23.16	\$81.06

Shift allowances will be paid fortnightly; on a pro-rata basis as appropriate; and shall not form part of the ordinary hourly rate for calculating overtime and holiday time.

- (b) i. The shift allowance shall not be paid for the hours overtime is worked on that shift or where work is performed on a public holiday.
- ii. For the purposes of this clause:
- (c) An afternoon duty is any duty in which part of the rostered duty is worked between 8.00pm and 10.00pm on any day of the week from 11.00pm Sunday to 11.00pm Friday both days inclusive.
- (d) A night duty is any duty in which the majority of the rostered duty is worked between 11.00pm and 8.00 am on any day of the week from 11.00pm Sunday to 11.00pm Friday both days inclusive.
- (e) A weekend duty is any duty in which the majority of rostered hours are worked between midnight Friday and midnight Sunday.



## **12. REMUNERATION**

For purposes of this clause, employees covered by this document will be graded within Administration Officer Grades 1 through to Grade 6.

### **12.1 Grading Definitions**

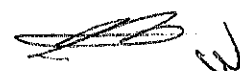
Grading definitions (see Schedule 1) have been developed for each classification which specifies, level of supervision, task level, organisational knowledge, judgement, independence and problem solving, typical activities and qualifications/training required to successfully carry out the role.

### **12.2 Allocation of Positions**

Each position has been assessed according to the classifications in Schedule 1 and allocated a classification based on the main or core duties of the position. Allocation is based on at least 80% of the position fitting the classification.

### **12.3 Salary Scales**

Payscale, Salary progression and Merit Steps – Southern District Health Board Southland Administrative Staff



# Effective 01/11/2019

Based on 80hr fortnight

S2	Type	5 March 2018	1 November 2019	3 February 2020	1 February 2021	Notes
1	Auto	33,535	35,535	37,535	39,535	Delete
2	Auto	34,683	36,683	38,683	40,683	Delete
3	Auto	36,236	38,236	40,236	42,236	Delete
4	Auto	38,047	40,047	42,047	44,047	Delete
5	Merit	39,341	41,720	43,720	45,720	New bottom step
6	Merit	41,864	43,864	45,864	47,864	

S3	Type	5 March 2018	1 November 2019	3 February 2020	1 February 2021	Notes
1	Auto	36,239	38,239	40,239	42,239	Delete
2	Auto	37,788	39,788	41,788	43,788	Delete
3	Auto	39,341	41,720	43,720	45,720	New bottom step
4	Auto	40,894	42,894	44,894	46,894	
5	Auto	42,740	44,740	46,740	48,740	
6	Merit	45,346	47,346	49,346	51,346	
7	Merit	47,013	49,013	51,013	53,013	

S4/L1/T1	Type	5 March 2018	1 November 2019	3 February 2020	1 February 2021
1	Auto	43,580	45,580	47,580	49,580
2	Auto	45,036	47,036	49,036	51,036
3	Auto	46,589	48,589	50,589	52,589
4	Auto	48,141	50,141	52,141	54,141
5	Auto	49,694	51,694	53,694	55,694
6	Auto	51,259	53,259	55,259	57,259
7	Merit	52,800	54,800	56,800	58,800
8	Merit	54,353	56,353	58,353	60,353
9	Merit	56,384	58,384	60,384	62,384

S5/L2/T2	Type	5 March 2018	1 November 2019	3 February 2020	1 February 2021
1	Auto	50,929	52,929	54,929	56,929
2	Auto	52,800	54,800	56,800	58,800
3	Auto	54,560	56,560	58,560	60,560
4	Auto	56,320	58,320	60,320	62,320
5	Auto	58,080	60,080	62,080	64,080
6	Auto	59,915	61,915	63,915	65,915
7	Merit	61,497	63,497	65,497	67,497
8	Merit	63,567	65,567	67,567	69,567
9	Merit	65,907	67,907	69,907	71,907

S6/L3	Type	5 March 2018	1 November 2019	3 February 2020	1 February 2021
1	Auto	54,871	56,871	58,871	60,871
2	Auto	56,734	58,734	60,734	62,734
3	Auto	58,598	60,598	62,598	64,598
4	Auto	60,462	62,462	64,462	66,462
5	Auto	62,325	64,325	66,325	68,325
6	Auto	64,189	66,189	68,189	70,189
7	Merit	66,052	68,052	70,052	72,052
8	Merit	67,916	69,916	71,916	73,916
9	Merit	69,779	71,779	73,779	75,779

## 12.4 Appointment

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

12.4.1 Recognition of previous work, service or other relevant experience

12.4.2 Relevant education qualifications, or the period involved in undertaking training/education.

12.4.3 The ease or difficulty in recruiting the specific skills and/or experience required for the position

12.4.4 Job content and complexity

## 12.5 Progression

12.5.1 The salary movement of employees between those steps *not* indicated as Merit Steps shall be by automatic annual increment, subject to satisfactory performance. Those steps marked as Merit Steps shall be available subject to meeting the following merit step criteria:

### Management of Expectations

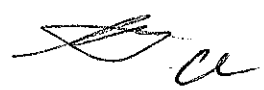
This process applies to employees who are eligible for merit progression as set out in the salary scales.

It is recognised that given the various requirements of individual positions, not all roles will have the ability to progress through the complete range of merit steps available for that position's category.

Process:

On reaching the top automatic step the employee may request in writing a meeting with their line manager to initiate the merit progression process.

1. The line manager and employee will meet within four weeks of the date of the written request to develop and agree objectives for merit progression. As part of this discussion, the line manager and/or one-up manager and the employee will review any previous merit applications submitted by the employee. Meritorious work that has been undertaken within the last 12 months, and will continue throughout the assessment period, may be included as part of the agreed objectives below.
2. The DHBs will ensure there is support available in each DHB to assist the line manager and/or one-up manager and the employee to navigate the merit progression process.
3. If the line manager fails to meet with the employee for the initial meeting within the 4-week period, any future successful application will be effective from 12 months from when the written request was made to the line manager.
4. The objectives must be agreed and documented within 6 weeks from the date of the initial meeting. If the objectives cannot be agreed this can be escalated to the one-up manager. The agreed objectives will be placed into the employee's personal file and the employee and manager will retain a copy.
5. If the line manager fails to engage within the 6-week period, any future successful applications will be effective from 12 months from when the written request was initiated.
6. If the employee fails to engage within the 6-week period, any future successful applications will be effective 12 months from the time the objectives are documented and agreed.
7. During the assessment period, both parties need to meet on a regular basis to ensure the objectives are progressing and any barriers are managed.
8. At the end of the 12-month period, the employee completes a merit progression application form, and the required supporting evidence and presents it to the line manager and/or the one-up manager for their consideration/sign-off and endorsement.
9. If all agreed and documented objectives have been achieved, any salary movement must be approved according to the DHB's delegated authority process.
10. Any merit salary movement will apply from the date the objectives were completed. This will be a minimum of 12 months since the previous step movement.
11. If the application is not approved, the General Manager or person with DHB delegated authority will provide reasons to the employee in writing.
12. If unsuccessful in achieving a merit step, the next application for a merit step cannot be made until the next salary anniversary date.



The employee must meet the following criteria:

#### Performance Appraisal

- The employee consistently meets the requirements of both the job description and any previously set performance objectives as agreed between the employee and their manager (as part of the performance appraisal process). The employee applies the necessary skills in the appropriate way to achieve job goals and is meeting their obligations as an employee of the DHB.
- Performance appraisal must occur for all employees on an annual basis. An employee's merit process shall not be prejudiced where the process has not occurred for them through no fault of their own.

In addition to meeting the requirements of the performance appraisal the employee must meet number 1 and at least two of the other criteria below:

#### Advanced Administrative /Administration Staff Competencies

1. The Employee's performance exceeds that which would normally be expected of a competent employee. The employee is a positive role model for his/her peers.
2. The employee has undertaken additional studies to develop new skills applicable to their role (must be approved by the line manager) and applied these to their role.

#### Leadership Competencies

3. The employee demonstrates leadership competencies and consistent leadership behaviour in accepting additional responsibilities above those normally expected of a competent employee;
4. The employee is regularly utilised as a resource person (as agreed with the line manager) due to general recognition of achieving excellence within the role.

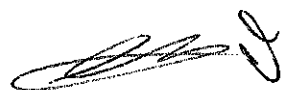
#### Organisational Development

5. The employee has completed agreed initiative(s) to improve the quality of the team or department.
6. The employee has undertaken agreed initiative(s) to progress DHB objectives within the context of the role.

The performance required to achieve successive merit step increases shall be at a higher level.

Employees need to maintain and build on performance in order to progress from one merit step to another.

Accordingly, new and agreed examples of evidence must be provided.





### **12.5.5 Salary Progression for Casual Staff**

- (a) For casual employees, progression will be annual on the basis that the performance of duties has been to the satisfaction of the employer and they have completed a minimum of 1000 hours.
- (b) Hours can be accumulated for salary progression and service recognition for the purposes of calculating entitlement to annual leave as set out in clause 12.5.5 (c) below.
- (c) 1000 hours shall be deemed to be equivalent of 1 year's service.

## **12.6 RECLASSIFICATION PROCESS**

12.6.1 Reclassification of an administrative staff position is based on three main assumptions:

- (a) The duties and responsibilities assigned to a staff member are closely related to the classification of the position currently occupied by the staff member. If the assigned duties are altered, the classification may be reviewed.
- (b) Staff are employed to perform specific duties. The fact that an individual is capable of performing more complex duties does not in itself constitute grounds for reclassification of the position. (It maybe grounds for an individual to seek a position of a higher classification elsewhere in Southern District Health Board).
- (c) In the event of a staff member becoming over-classified in his or her position, the staff member's salary shall not be reduced.

### **12.6.2 Criteria for Reclassification**

- (a) A position is reclassified in recognition of a permanent change in work value of the duties and responsibilities.
- (b) A position is not reclassified as a reward after a given period in a particular grade.

### **12.6.3 How to Initiate Reclassification of a Position**

- (a) A staff member who feels there has been permanent change in their position should discuss this with their direct supervisor or equivalent first.
- (b) The Manager should forward a letter of recommendation to the Human Resources Manager endorsed by the General Manager and be accompanied by a verified position description.



- (c) The recommendation should also include references to the classification definitions and provide specific examples of how the tasks of the role fit with the new classification.
- (d) If a vacancy occurs and Southern District Health Board reviews a classification for a position, the reclassification panel will be notified and will meet if required.

#### **12.6.4 Reclassification Decision**

- (a) The assessment is made in reference to the classification standards and the level of responsibility of comparable positions in other areas.
- (b) The Human Resources Manager will advise all parties of the outcome within one month of receiving the recommendation.

#### **12.6.5 Disputes**

- (a) If a dispute concerning reclassification arises between a staff member and their Manager, the Human Resources Manager will endeavour to resolve the matter.
- (b) If a dispute cannot be resolved, the Reclassification Panel will meet as required to assess applications for reclassification.
- (c) If necessary, Human Resources will undertake any inquiries which may include a physical inspection of the workplace and consultation with the staff member seeking reclassification.
- (d) The Reclassification Panel notifies the Manager of the recommended decision. The manager is required to notify the incumbent in the position.

#### **12.6.6 Membership of the Reclassification Panel**

- A General Manager/Senior Manager
- The Human Resources Manager
- A representative of the NZNO

#### **12.7 Salary increments whilst on study leave**

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

### **13. HIGHER DUTIES ALLOWANCE**

- 13.1 Subject to the conditions prescribed in 13.2 and 13.3 below, a higher duties allowance shall be paid to an employee who, in the employer's opinion, is substantially performing the duties and responsibilities of a position of a class or grade higher than the employee's own;
- 13.2 An employee acting in a higher position shall be paid the difference between her/his own salary and the minimum salary for the position in which she/he is acting, provided that payment shall not be made if the period in which she/he is acting in the higher position is less than five consecutive duties or working days but when the period is five or more consecutive duties or working days, payment shall be made for the whole period as worked.
- 13.3 Conditions
- (a) No more than two positions may be eligible for a higher duties allowance at any one time as a consequence of one employee's absence unless the written approval of the employer is obtained.
  - (b) The allowance is not paid during any period of leave without pay.

### **14. UNIFORMS**

Where smocks or other special clothing is required by the employer to be worn, these shall be supplied and laundered at the employers expense and shall remain the property of the employer.

### **15. CONDITIONS AS TO WORKING ENVIRONMENT**

Adequate lighting, heating and ventilation shall be provided in the working environment.

Attention is drawn to the provisions of the Health and Safety at Work Act 2015 concerning safety, health and welfare matters. The parties to this agreement agree that workers should be adequately protected from any health and safety hazards arising in the workplace. All reasonable precautions for the health and safety of workers shall be taken.

### **16. ANNUAL LEAVE**

- 16.1 Employees, other than casuals, shall be entitled to 4 weeks annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause, except that on completion of five years recognised current continuous service the employee shall be entitled to 5 weeks annual leave.

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

For those gaining an increase in their annual leave entitlement as a result of the implementation of the 28 October 2011-30 September 2013 collective agreement, the following translation applied: the employee began accruing at the increased entitlement as of their next anniversary date after 28 October 2011.



16.2 In accordance with the Holidays Act 2003 the employer shall, if the employee requests, allow the employee at least two uninterrupted weeks of the employees entitlement commencing within six months after but excluding the date on which the entitlement becomes due.

16.3 Before proceeding on annual leave, a rostered 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.

16.4 Extra Leave for Shift Workers

(a) "Shift Work" is defined as the same work performed by two or more workers or two or more successive sets or groups of workers working successive periods.

(b) Employees who are rostered to work on a rotating roster which includes afternoon or night shifts may be granted additional annual leave, on completion of 12 months employment on shift work, in accordance with the provisions outlined in this clause.

(c)

Number of Qualifying Shifts Per Annum	Number of Days Additional Leave Per Annum
121 or more	5
96 – 120	4
71 – 95	3
46 – 70	2
21 – 45	1

(d) An employee who is regularly required to work ordinary fixed hours of work which commences after 6pm but are not part of a rostered shift system will not qualify for additional leave.

(e) For employees who work 12-hour shifts, where any part of the duty is worked after 8pm, this will be counted as 0.5 qualifying shifts. Where the majority of the duty is worked between 11pm and 7am this will be counted as 1.5 qualifying shifts.

(f) Every part-time employee will be entitled to the shift leave in accordance with the above scale on a pro rata basis in accordance with average hours worked.

(g) 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.

**NB For Telephonists employed prior to 1<sup>st</sup> January 2001, the full entitlement of 5 days additional leave per annum will apply. This will be pro rata for part time employees.**

**16.5 Conditions**

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

**16.5.1**

- (a) For the purposes of this clause, the service of an employee shall be deemed to comprise all to 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 (a) above.
- (c) Extended leave without pay at the end of a period of service which ends in a resignation or a termination of services is excluded from previous service for crediting, ie the effective date for deciding service is the last day actually on pay.
- (d) Notwithstanding the above, employees of a board employed prior to 24 November 1992 shall continue to have all periods of service recognised prior to that date credited for annual leave purposes while they remain employed by a board.

**16.5.2** 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.

**16.5.3** 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.

**16.5.4** Except where the employer approves, where an employee is absent on special leave, whether with or without pay (ie 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 and in accordance with the Holidays Act.

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 mid-term 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.

#### 16.5.5

Days of Absence (incl. Saturdays & Sundays)			Annual Leave Entitlement to be Reduced by the Number of Working Days Shown Below			
			Annual Leave Entitlement			
			3 weeks	4 weeks	5 weeks	6 weeks
0	-	35	-	-	-	-
36	-	71	1 ½	2	2 ½	3
72	-	107	3	4	5	6
108	-	143	4 ½	6	7 ½	9
144	-	179	6	8	10	12
180	-	215	7 ½	10	12 ½	15
216	-	251	9	12	15	18
252	-	287	10 ½	14	17 ½	21
288	-	323	12	16	20	24
324	-	359	13 ½	18	22 ½	27
360	-	365	15	20	25	30

16.5.6 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.

16.6 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.

Leave without pay in relation to annual leave entitlement – An employee who is granted leave without pay and who remains in the service of Southern District Health Board, will, except where provision is made otherwise; have such leave counted as service for annual leave purposes.

## 17. PUBLIC HOLIDAYS

17.1 The following days shall be observed as public holidays:  
 New Year's Day  
 2 January  
 Waitangi Day  
 Good Friday  
 Easter Monday  
 ANZAC Day  
 Sovereign's Birthday  
 Labour Day

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

17.2 The following shall apply to the observance of Waitangi Day, Anzac Day, Christmas Day, Boxing Day, New Year's Day or 2 January, where such a day falls on either a Saturday or a Sunday:

- (a) Where an employee is required to work that Saturday or Sunday the holiday shall, for that employee, be observed on that Saturday or Sunday and transfer of the observance will not occur. For the purposes of this clause an employee is deemed to have been required to work if they were rostered on duty or on-call and actually called in to work. They are not deemed to have been required to work if they were on-call but not called back to work.
- (b) If an employee is rostered on duty (i.e. does not apply to on-call work) on that Saturday or Sunday but does not work, they will be paid relevant daily pay for the day, and transfer of the observance will not occur.

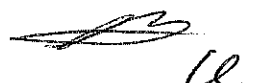
NOTE: When the public holiday for the employee is observed on the Saturday or Sunday, the weekday is treated as a normal working day for that employee, subject only to the possible payment of weekend rates in accordance with clause 17.5 below.

- (c) Where an employee is not required to work that Saturday or Sunday, observance of the holiday shall be transferred to the following Monday and/or Tuesday in accordance with the provisions of Sections 45 (1) (b) and (d) of the Holidays Act 2003. For the purposes of this clause an employee is deemed NOT to have been required to work if they were NOT rostered on duty, or on-call, or were on-call but not called back to work.

17.3 In order to maintain essential services, the employer may require an employee to work on a public holiday when the public holiday falls on a day which, but for it being a public holiday, would otherwise be a working day for the employee.

17.4 When an employee works on a public holiday which would otherwise be a working day for the employee, they will be paid at time one (T1) in addition to the ordinary hourly rate of pay for each hour worked and they shall be granted an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.

17.5 Should Christmas Day, Boxing Day, New Year's Day or 2 January fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 17.4 for time worked on the public holiday and then at weekend rates for the time worked on the corresponding weekday. Only one alternative holiday will be granted in respect of each public holiday.



17.6 Should Waitangi Day or Anzac Day fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 17.4 for time worked on the public holiday and then at ordinary rates for the time worked on the Monday. Only one alternative holiday will be granted in respect of each public holiday.

17.7 An employee who is on call on a public holiday but is not called in to work, shall be granted an alternative holiday, except where the public holiday falls on a Saturday or Sunday and its observance is transferred to a Monday or Tuesday which the employee is required to work, in which case an alternative holiday shall be granted in respect to the transferred day only and taken and paid as specified in the Holidays Act 2003.

17.8 Those employees who work a night shift which straddles a public holiday shall be paid at public holiday rates for those hours which occur on the public holiday and the applicable rates for the remainder of the shift. One alternative holiday shall apply in respect of each public holiday or part thereof worked.

17.9 Off duty day upon which the employee does not work:

- (a) Fulltime employees –  
Where a public holiday, and the weekday to which the observance of a public holiday is transferred where applicable, are both rostered days off for an employee, they will be granted one alternative holiday in respect of the public holiday.
- (b) Part-time employees –  
Where a part-time employee's days of work are fixed, the employee shall only be entitled to public holiday provisions if the day would otherwise be a working day for that employee.

Where a part-time employee's days are not fixed, the employee shall be entitled to public holiday provisions if they worked on the day of the week that the public holiday falls more than 40 % of the time over the last three months. Payment will be relevant daily pay.

17.10 Public holidays falling during leave:

- (a) Leave on pay  
When a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not debited against such leave.
- (b) Leave without pay  
An employee shall not be entitled to payment for a public holiday falling during a period of leave without pay (including sick or military leave without pay) unless the employee has worked during the fortnight ending on the day on which the holiday is observed. Payment shall be in accordance with the Holidays Act



- (c) 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."

## 18. SICK LEAVE

**NOTE:** For employees employed prior to 1 July 1995 the provisions of this clause will be implemented on the employee's first anniversary date following 1<sup>st</sup> January 2001

- 18.1 An employee shall be entitled to ten (10) working days per annum, as sick leave. This entitlement is pro rata for part time employees. The employee shall be paid in accordance with the Holidays Act 2003 for each hour of sick leave taken on a day that the employee would normally work and for the hours that the employee would normally work. A medical certificate may be requested by the Human Resource Department to support the employee's claim for sick leave.

### 18.2

18.2 Unused sick leave can be accumulated to a maximum of 260 working days. Employees who had an entitlement in excess of 260 days under a previous collective agreement applying to Administrative employees shall have their existing aggregate entitlement frozen and shall be required to exhaust that sick leave entitlement to below 260 days before becoming entitled to any further sick leave accrual.

- 18.3 Notwithstanding clause 1 above, any employee who was employed by the employer prior to 1 July 1995 shall have their existing aggregated entitlement frozen as at that date, and shall be entitled to exhaust that sick leave entitlement to the level specified in 18.2 before becoming entitled to any sick leave calculated in accordance with 18.1 above.

- 18.4 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 whole morning – ½ day's sick leave
- (b) Absent for whole afternoon – ½ day's 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 – ½ day's sick leave
- (e) Absent over six hours during the day – 1 day's sick leave.

- 18.5 Discretionary powers of the employer to grant leave in excess of the above prescribed limits:

- (a) Where an employee is incapacitated by sickness or injury arising out of and in the course of employment, full salary may be paid during incapacity for a period of up to 26 weeks.

Any extensions beyond 26 weeks require the approval of the employer. The period for which salary is paid in accordance with the provisions of this subclause shall not be regarded as sick leave with pay for the purposes of the foregoing provisions of this clause.

- (b) Where an employee is suffering from a minor illness which could have a detrimental effect on the patients in the Southern District Health Board's care, the employer may, at their discretion, either:
  - (i) place the employee on suitable alternative duties; or
  - (ii) direct the employee to take leave on full pay for not more than eight days in any one year, in addition to the normal entitlement to sick leave.
- (c) The employer may provide time off on pay at ordinary base rate (T1 rate only) for dental and medical appointments with the prior consent of the employer.

#### 18.6 Sickness at Home

- (a) The employer may 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.
- (b) At the discretion of the employer sick leave may be granted for serious levels of hospitalisation of an immediate family member on a case by case basis
- (c) Approval is not to be given for absences during or in connection with the birth of an employee's child. Such a situation should be covered by annual leave or parental leave.
- (d) The production of a medical certificate or other evidence of illness may be required.

#### 18.7 Sick leave in relation to annual and long service leave

- (a) When sickness occurs during annual or long service leave the employer shall permit the period of sickness to be debited against sick leave entitlement, except where the sickness occurs during leave following relinquishment of office, **provided:**
  - (i) the period of sickness is more than three days;
  - (ii) a medical certificate is produced, showing the nature and duration of the illness.
- (b) In cases where the period of sickness extends beyond the approved period of annual or long service leave, approval shall also be given to debiting the portion which occurred within the annual or long service leave period against sick leave entitlement if the total continuous period of sickness exceeds three days.
- (c) Annual or long service leave may not be split to allow periods of illness of three days or less to be taken as sick leave.

- 18.8 Casual employees have no entitlement to sick leave.
- 18.9 Leave without pay in relation to sick leave entitlements – An employee who is granted leave without pay and who remains in the service of Southern District Health Board, will have such leave included in determining sick leave entitlement.

**19. BEREAVEMENT/TANGIHANGA LEAVE**

- 19.1. 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). The length of time off shall be at the discretion of the employer.

- 19.2. If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of 19.1 above. This provision will not apply if the employee is on leave without pay.
- 19.3. In granting time off therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner.

**20. PARENTAL LEAVE**

- 20.1. Statement of principle – The parties acknowledge the following provisions are to protect the rights of employees during pregnancy and on their return to employment following parental leave.

- 20.2. Parental leave is leave without pay.

- 20.3. Entitlement and eligibility – Provided that the employee assumes or intends to assume the care of the child born to or adopted by them or their partner, the entitlement to parental leave is:

- (a) in respect of every child born to them or their partner;
- (b) In respect of every child up to and including six years of age, adopted by them or their partner;
- (c) Where two or more children are born or adopted at the same time, for the purposes of these provisions the employee's entitlement shall be the same as if only one child had been born or adopted.

- 20.4. (a) Parental leave of up to 12 months is to be granted to employees with at least one year's service at the time of commencing leave.



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

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

- (c) The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by the employer.

20.5. In cases of adoption of children of less than six years of age, parental leave shall be granted in terms of (20.3) and (20.4) above, providing the intention to adopt is notified to the employer immediately following advice from the Department of Social Welfare to the adoptive applicants that they are considered suitable adoptive parents. Subsequent evidence of an approved adoption placement shall be provided to the employer's satisfaction.

20.6. Employees intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner or registered midwife, certifying the expected date of delivery. The provision may be waived in the case of adoption.

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

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

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

20.9 Paid Parental Leave – Where an employee who takes parental leave under this clause, meets the eligibility criteria in 20.3 (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full-time) for a period of up to 14 weeks.

The payment shall be made at the commencement of the parental leave and shall be calculated at the base rate (pro rata if appropriate) applicable to the employee for the six weeks immediately prior to commencement of parental leave.

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

Where 20.4 (c) applies and both partners are employed by the DHB, the paid parental leave top up will be made to only one employee, being the employee who has primary care of the child.

20.10 Job protection:

- (a) Subject to 20.11 below, an employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:
  - (i) at the equivalent salary, grading;
  - (ii) at the equivalent weekly hours of duty;
  - (iii) in the same location or other location within reasonable commuting distance; and
  - (iv) involving responsibilities broadly comparable to those experienced in the previous position.
- (b) Where applicable, employees shall continue to be awarded increments when their incremental date falls during absence on parental leave.

20.11 (a) The employer must, as a first preference, hold the employee's position open or fill it temporarily until the employee's return from parental leave. In the event that the employee's position is a "key position" (as defined in Section 41(2) of the Parental Leave and Employment Protection Act 1987), the employer may fill the position on a permanent basis.

- (b) Where the employer is not able to hold a position open, or to fill it temporarily until an employee returns from parental leave, or fills it permanently on the basis of it being a key position, and, at the time the employee returns to work, a similar position (as defined in 20.10 above) is not available, the employer may approve one of the following options:
  - (i) an extension of parental leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or
  - (ii) an offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in 20.11 (b) (i) above for up to 12 months; or
  - (iii) the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of 20.11 (b) (i) above for up to 12 months; **provided that**, if a different position is accepted and within the period of extended parental leave in terms of 20.11 (b) (i), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or

- (iv) where extended parental leave in terms of 20.11 (b) (i) above expires, and no similar position is available for the employee shall be declared surplus under clause 31 of this contract.

20.12 If the employee declines the offer of appointment to the same or similar position in terms of subclause 20.10 above, parental leave shall cease.

20.13 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 guaranteed proportion of full-time employment after parental leave shall be the same as that immediately prior to such enforced reduced in hours.

20.14 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.

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

20.16 (i) Any employee employed as at 14 March 1993, who applies for Maternity Leave under the provisions of this clause not later than 30 June 1993 and who returns to duty at or before the expiration of leave or extended leave (Sub-clause 20.11 (b) (i) above) and complete a further six calendar months service, she shall receive a lump sum payment equivalent to 30 working days leave on pay calculated at the rate applying for 30 working days immediately following cessation of duty. If employment prior to confinement was part-time, however, payment shall be based on the percentage that such part-time hours bear to whole-time employment.

(ii) 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 of hours.

(iii) Where an employee is absent on parental leave for less than 30 working days, she shall receive that proportion of the payment that her absence represents in working days.

## **21. JURY SERVICE LEAVE**

- 21.1 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.
- 21.2 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 fee (and expenses paid).
- 21.3 Where leave on pay is granted, a certificate is to be given to the employee by the employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of juror's fees and expenses paid. The employee is to pay the fees received to Southern District Health Board but may retain expenses.
- 21.4 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.

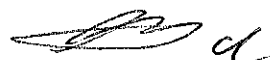
## **22. DOMESTIC VIOLENCE VICTIMS LEAVE**

The parties note the entitlements provided to victims of domestic violence in the Domestic Violence Victims Protection Act 2018. By way of explanation only, the Act provides for additional paid leave (up to 10 days per annum) and the ability to request changes to working conditions on a short-term basis, such as hours of work, days of work, and work location. An employee's ability to access such entitlements are as per the applicable employer's policies

## **23. LONG SERVICE LEAVE**

- 23.1 From 1 October 2013 an employee shall be entitled to long service leave of one week upon completion of a five year period of recognised service as defined below and thereafter one week upon the completion of five years of recognised service as defined below. Any service period for which a period of long service leave has already been taken or paid out shall not count towards this entitlement.

Recognised service for this clause means the current continuous service with Southland District Health Board and its predecessor organisations and, from 1 May 2010, with Southern District Health Board. Service shall be deemed broken by any break in service of three months or more. Except that for employees whose current continuous service commenced prior to 1 July 1995, service recognised for long service leave purposes as at 30 June 1995 shall continue to be recognised.



- 23.2 Long Service Leave will be paid for each week of leave on the same basis as annual leave in accordance with the Holidays Act 2003. This will be based on an employees FTE status at the time of taking the leave.
- 23.3 Leave without pay in excess of three months taken on any one occasion will not be included in the 5 year qualifying period.
- 23.4 Long Service Leave shall be taken in one period and within five years of qualification at a time mutually agreeable to the Employer and the employee unless otherwise agreed by the Employer.
- 23.5 Long Service Leave must be taken before an employee is entitled to the next period of long service leave. If after the 5 year period, the employer and employee are unable to reach agreement as to when the leave is to be taken, the employer may give not less than 14 days notice of the requirement to take the leave.
- 23.6 Upon the cessation of employment the Employer shall pay out any long service leave to which the employee has become entitled.
- 23.7 In the event of the death of an employee who was eligible for long service leave but has not taken the leave, any monies due will be paid to the deceased estate.
- 23.8 This clause shall replace any previous long service leave entitlement(s) that existed under other employment agreements or policies at the Otago, Southland, and/or Southern District Health boards.. Where an employee is eligible for the next long service leave entitlement (after 1 October 2013) that is more beneficial than the Long Service Leave Provisions as per Clause 22.1 of this MECA, they will receive their next DHB entitlement but thereafter revert to the Long Service Leave provisions as per Clause 22 in this MECA. NB: any long service leave already taken will not be included when the "future" entitlement is calculated.

## **24. LEAVE INFORMATION**

Further information about leave entitlements or the Holidays Act 2003 can be obtained from Human Resources, the Department of Labour Employment Relations Service or from your Union.

## **25. PAID EDUCATION LEAVE**

- 25.1 Eight days paid leave per year shall be provided, for the purpose of education and development by the NZNO to NZNO delegates and/or members:

Provided that staff delegate(s) shall not be absent from work

- (a) for more than three consecutive days at any one time; or
- (b) for more than eight days in total in any one year.

- 25.2 Paid leave above this entitlement may be agreed by mutual consent.

- 25.3 The NZNO shall advise the employer 28 days in advance of the names and times of any course or programme.



## **26. TRAINING AND EDUCATION**

- 26.1 Southern District Health Board recognises the importance of training and retaining employees with up-to-date skills and knowledge, to ensure the provision of a quality service. Self-development and in-service training, to enable the employees to meet the requirements of their position, is seen as part of the employee's normal duties.
- 26.2 Time will, therefore be taken, and funding be provided, by agreement between the manager and the employee, in order to achieve this.

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

- 27.1 **Transport Provisions:**  
An employee employed in an institution who is required to undertake duty for an indefinite or extended period in another institution maintained by the board, shall be transported to that institution with the employee's luggage at Southern District Health Board's expense.
- 27.2 Where the employer requires an employee to work temporarily at an institution other than where the employee is normally employed, and this requirement results in additional daily transport expenses, Southern District Health Board shall reimburse the employee the actual and reasonable additional transport costs incurred.
- 27.3 Travelling time on the following basis may be paid in the circumstances provided for in subclause 27.2 above, when the time occupied in travelling to the new institution exceeds that normally occupied by an employee in travelling daily to and from the employee's normal place of employment:
- (i) travelling time falling within the normal hours of duty shall be regarded as time worked;
  - (ii) 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.
- 27.4 Where an employee who does not have personal transport is unable to use public transport because of an emergency overtime extension, the employer shall provide transport or reimburse actual and reasonable transport expenses from the institution to the employee's place of residence.
- 27.5 **Travelling Provisions**  
Employees may claim for reimbursement of actual and reasonable travelling, accommodation and meal expenses, subject to the prior approval of the employer.
- 27.6 Incidental allowance – An employee may claim an incidentals allowance of **\$10.00** for each full 24 hour period and for any additional part of less than 24 hours (no receipts are required).



27.7 Production of Receipts – Receipts are to be produced for all payments on which a refund is claimed, except for:

- (a) petty disbursements under **\$5.85**.
- (b) fares on scheduled train or bus routes where the cost can be readily identified; and
- (c) meals taken at motels under the provisions of clause 27.5.

**28. REMOVAL EXPENSES**

When employees are transferred in the public interest or to meet the convenience of the employer, or in the course of promotion, the provisions of the Southern District Health Board Relocation Policy shall apply.

**29. USE OF PRIVATE VEHICLE ON EMPLOYER BUSINESS**

Employees who are requested by the employer to use their private motor vehicle on Southern District Health Board business and agree to use their vehicle, shall be paid a motor vehicle allowance in accordance with the employers scale.

**30. CO-OPERATIVE CONSULTATION PROCESS**

30.1 For collective multi DHB management of change processes refer Appendix 1

30.2 The parties accept that changes in the means of delivery of health services are necessary in order to ensure the ongoing efficient and effective delivery of health services. Furthermore the parties recognise that they have a mutual interest in ensuring that health services are provided efficiently and effectively and that all employees have an important contribution to make in this regard.

The parties acknowledge that consultation and cooperation between the employer, employees and their representatives is desirable on matters of mutual concern and interest. In this regard the employer shall provide forums for information sharing and open discussion between employers, employees and their representatives. Accordingly reasonable paid time will be allowed for nominated employee representatives to participate in the process, subject to the prior approval of the employer.

30.3 Consultation process for managing change shall be as follows:

- (a) The initiative being consulted about should be presented by the employer or employee as a "proposal" intention or "plan" which has not yet been finalised.
- (b) Sufficient information will be provided by the employer or employee to enable the party/parties consulted to develop an informed response.

- (c) Sufficient time will be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.
- (d) Genuine consideration will be given by the employer to the matters raised.
- (e) The final decision shall be the responsibility of the employer.

### 31. **STAFF SURPLUS**

31.1 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 30, 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 (ie the terms of appointment to their present position), then the options in subclause 30.4 below shall be invoked and negotiated on a case by case basis between the employee representative and the employer.

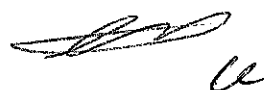
31.2 **Notification** – The employer will advise the employee representative at least one month prior to the date that notice is required to be given to the employee whose position is required to be discharged. Notification of a staffing surplus shall be forwarded to the local office of the employee 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 the 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).

31.3 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 in Southern District Health Board.

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



**31.4 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) Enhanced early retirement
- (f) Retraining
- (g) 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 31.12 will be applied as a package.

**31.5 Employee Protection Provisions** – Where an employee's employment is being terminated by his or her 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 contract 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 his or her employer; or
  - (ii) In a capacity that the worker is willing to accept.

**31.6 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.

**31.7 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.

**31.8 Redeployment** – Employees may be redeployed into a job at the same or lower salary, in the same or new location.

31.8.1 Where the job is at a lower salary, an equalisation allowance will be paid to preserve the salary at the rate paid in the old job, at the time of redeployment. It is paid on the basis of the difference between the base of the old position and the base pay of the new position for the next two years. This is abated by any subsequent salary increases.

31.8.2 Equalisation is paid pro-rata to the hours worked, if the number of hours in the new job differ from those in the old job.

31.8.3 Equalisation does not apply:

- (a) To the maintenance of any specific payments related to the previous position such as reimbursing allowances; allowances in lieu of additional hours worked, penal time and so on, or
- (b) To the calculation of any additional hours worked or penal time rates within the new position. Any such additional payments shall be calculated as per the contractual terms and rate of pay of the new position.
- (c) If the employee terminates his/her employment in the new position with Southern District Health Board within the two year period.

31.8.4 In exceptional circumstances, Southern District Health Board may agree that it is appropriate for equalisation pay to be paid as a lump sum payment. This decision is entirely at the discretion of the Chief Executive Officer. Southern District Health Board reserves the right to secure the agreement of any individual receiving a lump sum payment that they agree to bond the payment for a period of two years employment.

31.8.5 Transfer provisions in Clause 28 shall apply.

31.8.6 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.

31.8.7 The redeployment may involve employees undertaking some on-the-job training.

**31.9 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.



### 31.10 Enhanced Early Retirement

- (a) Employees are eligible if they are within 10 years of entitlement to Guaranteed Retirement Income and have a minimum of ten years aggregated service with the employer, and one or more District Health Board's, and within the New Zealand Health Service, but excludes any service identified above 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.
- (b) Membership of a superannuation scheme is not required for eligibility.
- (c) The provisions of Clause 32 (retiring gratuities) shall apply and in addition, the employee shall receive the following:
  - (i) 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
  - (ii) 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
  - (iii) 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
  - (iv) 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.

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

  - (v) If the employee has 10 or more year's service, the full retiring gratuity set out in the scale contained in Clause 32 shall be paid.
  - (vi) Outstanding annual leave and long service leave may be separately cashed up.

### 31.11 Retraining

- (a) 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.

- (b) If an employee is redeployed to a position which is similar to his or her previous one, any retraining may be minimal, taking the form of "on the job" training such as induction or inservice education.

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

**31.12 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 Clause 16.5 (a)(1), 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 24 November 1992, shall continue to have all periods of service recognised prior to that date credited for severance purposes while they remain employed by employer.

- (b) 8.33 per cent of basic salary (T1 rate only) for the 12 preceding 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 percent 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 is less than 20 years, 0.33 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.

NB: 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) If the employee has 10 or more year's service, the full retiring gratuity as set out in the scale contained in Clause 31 shall be paid.



- (g) Employees with not less than eight years service but less than 10 years service, shall be paid two week's basic salary (T1 rate only).
- (h) Employees with not less than five years service but less than eight years service, shall be paid one-week's basic salary (T1 rate only).
- (i) Outstanding annual leave and long service leave may be separately cashed up.
- (j) Nothing in this agreement shall require the employer to pay compensation for redundancy where as a result of restructuring, and following consultation, the employee's position is disestablished and the employee declines an offer of employment that is on terms that are:
  - the same as, or no less favourable, than the employee's conditions of employment; and
  - in the same capacity as that in which the employee was employed by the employer, or
  - in any capacity in which the employee is willing to accept
- (k) 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.

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

## 32. **RETIRING GRATUITIES**

**NOTE: The provisions of Clause 32 "Retiring Gratuities" shall only apply to Employees employed by the Southland District Health Board prior to 1 July 1995.**

- 32.1 (a) The Employer may pay a retiring gratuity to staff retiring from the board who have had not less than 10 years' service with the Employer and one or more other boards and with the New Zealand Health service.
- (b) Notwithstanding the above, employees of Southland District Health Board employed prior to 24 November 1992 shall continue to have all periods of service recognised prior to that date credited for retiring gratuities purposes while they remain employed by Southern District Health Board.
- 32.2 For the purposes of **establishing eligibility** for a gratuity, total Southern District Health Board service may be aggregated, whether this be part-time or whole-time, or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility.



- 32.3 Where part-time service is involved the gratuity should be calculated to reflect this.

The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.

- 32.4 Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.
- 32.5 The employer may also grant half the normal entitlement to those employees resigning after not less than 10 years service to take up other employment.
- 32.6 The calculation of a gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.
- 32.7 For the purposes of calculating the amount of gratuity which a District Health Board may pay the rate of pay on retirement shall be the basic rates of salary or wages.
- 32.8 An employee who is granted leave without pay and who remains in the service of Southern District Health Board, will, on retirement, have such leave aggregated with other service for gratuity purposes.

#### **TABLES:**

##### **SCALE OF MAXIMUM GRATUITIES**

<b>Period of Total Service</b>	<b>Maximum Gratuity</b>
Not less than 10 years and less than 11 years	31 days pay
Not less than 11 years and less than 12 years	35 days pay
Not less than 12 years and less than 13 years	39 days pay
Not less than 13 years and less than 14 years	43 days pay
Not less than 14 years and less than 15 years	47 days pay
Not less than 15 years and less than 16 years	51 days pay
Not less than 16 years and less than 17 years	55 days pay
Not less than 17 years and less than 18 years	59 days pay
Not less than 18 years and less than 19 years	63 days pay
Not less than 19 years and less than 20 years	67 days pay
Not less than 20 years and less than 21 years	71 days pay
Not less than 21 years and less than 22 years	75 days pay
Not less than 22 years and less than 23 years	79 days pay
Not less than 23 years and less than 24 years	83 days pay
Not less than 24 years and less than 25 years	87 days pay
Not less than 25 years and less than 26 years	92 days pay
Not less than 26 years and less than 27 years	98 days pay
Not less than 27 years and less than 28 years	104 days pay
Not less than 28 years and less than 29 years	110 days pay

<b>Period of Total Service</b>	<b>Maximum Gratuity</b>
Not less than 29 years and less than 30 years	116 days pay
Not less than 30 years and less than 31 years	123 days pay
Not less than 31 years and less than 32 years	129 days pay
Not less than 32 years and less than 33 years	135 days pay
Not less than 33 years and less than 34 years	141 days pay
Not less than 34 years and less than 35 years	147 days pay
Not less than 35 years and less than 36 years	153 days pay
Not less than 36 years and less than 37 years	159 days pay
Not less than 37 years and less than 38 years	165 days pay
Not less than 38 years and less than 39 years	171 days pay
Not less than 39 years and less than 40 years	177 days pay
Not less than 40 years	183 days pay

**NOTE:** These are consecutive rather than working days.

### **33. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS**

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

#### **33.2 Definitions**

33.2.1 An "employment relationship problem" includes:

- (a) a personal grievance
- (b) a dispute
- (c) any other problem relating to or arising out of the employment relationship

but does not include any problem with the determination of new terms and conditions of employment.

33.2.2 A "personal grievance" means a claim that an employee:


- (a) has been unjustifiably dismissed; or
- (b) has had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the employer; or
- (c) has been sexually harassed in his/her employment; or
- (d) has been racially harassed in his/her employment; or has been subjected to duress in relation to membership or non-membership of a union

33.2.3 A "dispute" is a disagreement over the interpretation, application or operation of an employment agreement.

33.3 If the employee wishes to raise a personal grievance he/she must raise the grievance with his/her employer within 90 days of the date of the action alleged to amount to a personal grievance occurring or coming to the notice of the employee whichever is the later.

#### **33.4 Raising employment relationship problems**

- 33.4.1 Any employment relationship problem should in the first instance be raised by the employer with the employee or the employee with the employer as soon as possible.
- 33.4.2 The employee and/or employer are entitled to seek advice and assistance from their union representative or other chosen representative in raising and/or discussing the problem.
- 33.4.3 If the employee wishes to raise the employment relationship problem with the employer in writing or the matter is not resolved when the employee raises the problem with the employer, the employee should submit to the employer written notice of the personal grievance, dispute or problem covering the following points:
- (a) details of his/her grievance, dispute or problem; and
  - (b) why he/she feels aggrieved
  - (c) what solution he/she seeks to resolve the grievance, dispute or problem
- 33.4.4 The employee and the employer shall meet to discuss and attempt in good faith to resolve the employment relationship problem.
- 33.5 Mediation
- 33.5.1 Where the employment relationship problem is not resolved by the parties in discussions, the employer or the employee may, without undue delay, seek the assistance of the mediation service division of the Ministry of Business, Innovation and Employment.
- 33.5.2 Both parties must cooperate in good faith with the mediation service in a further effort to resolve the problem.
- 33.5.3 The employee and employer acknowledge that the service provided by the mediation service is confidential and if it does not resolve the problem is without prejudice to the parties' positions.
- 33.5.4 Any settlement of the problem agreed to by the parties and signed by the mediator will be final and binding.
- 33.6 Employment Relations Authority
- 33.6.1 If the problem is not resolved by mediation, either party may refer the problem to the Employment Relations Authority for investigation and determination.
- 33.7 Employment Court
- 33.7.1 If either party is dissatisfied with the determination of the Employment Relations Authority it may apply to appeal the Employment Relations Authority's determination to the Employment Court.



**34. HEALTH & SAFETY**

The employer makes a commitment to working with employees:

- a) To develop policies and practices that attempt to minimize the impact workplace stress has on employees' lives;
- b) Ensure that workloads are reasonable and achievable within rostered hours;
- c) In designing and implementing shift rosters to meet service needs, the employer will seek to minimize fatigue associated with shift work for affected workers

**35. SEXUAL HARASSMENT**

- (a) The parties to this agreement agree that sexual harassment is unacceptable and will not be condoned in the workplace.
- (b) Sexual harassment complaints shall be taken seriously and handled with sensitivity and impartiality. Guidelines for supervisor/complaints will be developed and displayed in the workplace.

**36. EMPLOYEE ACCESS TO PERSONAL INFORMATION**

Attention is drawn to the Official Information Act 1982. The provisions of this Act, or any amendment or Act passed in substitution for this Act, shall apply.

**37. TERMS OF EMPLOYMENT**

- (a) For workers other than casuals or part-time workers, the employment shall be deemed to be a fortnightly one, and a fortnight's notice shall be given by either side; but this shall not prevent the employer from summarily dismissing any worker for wilful misconduct or just cause.
- (b) All wages shall be paid fortnightly within working hours and not later than Wednesday of the week following the end of the day period.
- (c) A rateable deduction from the wages of any worker may be made for time lost through sickness, accident or default, but this shall not be taken to nullify the existing custom of the employer regarding sick leave, nor the provisions of Clause 18 (Sick Leave) unless the circumstances of any particular case justify some departure from this custom.

**38. 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 contract, including access to wages and time records of those employees, but not so as to interfere unreasonably with the employer's business.



**39. EMPLOYEE MEETINGS**

Employees shall be entitled to attend meetings with their representatives without loss of pay, at times agreed with the employer, to a maximum of four hours per calendar year.

**40. DEDUCTION OF EMPLOYEE REPRESENTATIVE FEES**

40.1 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.

40.2 Remittance shall be made at no more than monthly intervals.

40.3 The employer shall provide the NZNO an updated Employee Party Status list on a quarterly basis.

**41. UNION PROVISIONS**

41.1 Delegate means an employee who is nominated by the employees, who is covered by this CA and who is elected to act on the NZNO's behalf. The employer shall be advised of the delegates' names.

41.2 The employer accepts that elected delegates are a recognised channel of communication between the union (NZNO) and the employer in the workplace.

41.3 To enable the delegates to effectively carry out their role, including the promotion and facilitation of the objectives outlined in the statement of intent, sufficient time off should be available during working hours, subject to the employer's service requirements.

41.4 Prior approval for such activity shall be obtained from the manager in the area and such approval shall not be unreasonably withheld. NZNO in return acknowledges that adequate notice shall be provided to the employer where possible.


**42. BARGAINING FEE**

It is agreed that a bargaining fee shall be applied to those employees whose work is covered by this Agreement but who are not members of NZNO and who are not members of another union, and who do not otherwise opt out of this clause, in accordance with the Employment Relations Amendment Act 2004 (S.69P and following).

42.1 For the purposes of this clause:

This clause takes effect from date of ratification.

- (a) the "bargaining fee" shall be set at 100% of the current NZNO membership subscription rate (Fulltime \$12.80 per fortnight; earning less than \$26,000 gross per annum, \$10.06 per fortnight and paid each pay period, and shall not increase during the term of this clause;



- (b) the "specified period" is the period of 14 days prior to the date on which this Agreement comes into effect;
- (c) an "affected employee" is one
  - (i) whose work is covered by the coverage clause of this Agreement and
  - (ii) whose terms and conditions of employment comprise or include the terms and conditions of employment specified in this Agreement and
  - (iii) who is not a member of the union and
  - (iv) who is not a member of another union and
  - (v) who is not an employee who has opted out.
- (d) An "employee who has opted out" is one who would otherwise be an affected employee but who has notified the employer by the end of the specified period that she/he does not wish to pay the bargaining fee, and whose terms and conditions of employment remain the same until such time as varied by agreement with the employer.

42.2 The employer shall at the end of the specified period deduct the bargaining fee from the wages of each affected employee and remit it to the union in the same manner in which union subscriptions are deducted and remitted to the union.

42.3 Nothing in this clause applies to new employees, that is, those who are employed after this Agreement has come into force.

42.4 This clause shall expire on 31 January 2022.

#### 43. TERM OF AGREEMENT

This Agreement shall be deemed to have come into force on 1 February 2019 and shall continue in force until 31 January 2022.

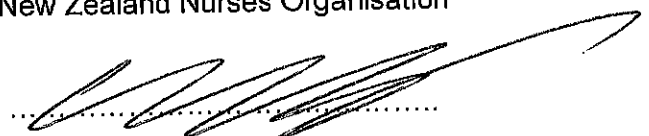
DATED THIS 20<sup>th</sup> DAY OF January 2020

FOR AND BEHALF OF Southern District Health Board

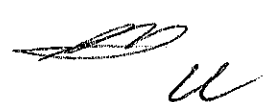


Chris Fleming  
Chief Executive Officer  
Southern District Health Board

FOR AND ON BEHALF OF New Zealand Nurses Organisation



Authorised Employee Representative  
New Zealand Nurses Organisation



The classifications included in Schedule 1 will remain in place until **29 February 2016** after which time they will be replaced. Details of the new classifications are included in this document..

### **Administrative Officer 1 Classification Definition**

#### **LEVEL OF SUPERVISION**

- Works under close supervision.

#### **TASK LEVEL**

- Performs a range of straightforward tasks where procedures are clearly established.

#### **ORGANISATIONAL KNOWLEDGE**

- May provide straightforward information to others.

#### **JUDGEMENT, INDEPENDENCE AND PROBLEM SOLVING**


- May resolve problems where alternatives for the jobholder are limited and the required action is clear as per standard operating procedures, or can be readily referred to higher levels.

#### **TYPICAL ACTIVITIES**

- May include duties involving the inward and outward movement of mail; copying, maintaining and retrieving record; straightforward data entry and retrieval.

#### **EDUCATIONAL LEVEL/QUALIFICATIONS**

- Completed at least three years secondary education. May have no qualifications or work experience; may be undertaking formal external training.



## **Administrative Officer 2 Classification Definition**

### **LEVEL OF SUPERVISION**

- Routine supervision or straightforward tasks; close supervision of more complex tasks.

### **TASK LEVEL**

- Some complexity. Apply a body of knowledge equivalent to trade certificate, for example, Pitmans; possess problem solving skills and assessment of the best approach to given tasks.

### **ORGANISATIONAL KNOWLEDGE**

- Following on the job training, may provide general information/advice and assistance to members of the public, patients and other staff which is based on a broad knowledge of the employee's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.

### **JUDGMENT, INDEPENDENCE AND PROBLEM SOLVING**

- Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

### **TYPICAL ACTIVITIES**

- Perform a range of administrative support tasks including the standard use of a work processing package (include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics); or use an established spreadsheet or database application.
- Answer straightforward enquires.
- Batch invoices.
- May use Patient Management Systems to admit/discharge and update patient records.
- Reception duties.
- Basic data entry tasks.
- May apply a knowledge of Medical Terminology in a number of disciplines.

### **EDUCATIONAL LEVEL/QUALIFICATIONS**

- Has a minimum of three years high school or equivalent; may also have TCB typing, Pitman's or some other clerical qualification, eg Diploma in Office Systems, Office Computing etc, or be progressing toward one.



## **Administrative Officer 3 Classification Definition**

### **LEVEL OF SUPERVISION**

- General supervision – may consult on more complex tasks for approval. May work independently.

### **TASK LEVEL**

- May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.
- Apply body of knowledge and experience at a more advanced level.

### **ORGANISATIONAL KNOWLEDGE**

- Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

### **JUDGMENT, INDEPENDENCE AND PROBLEM SOLVING**

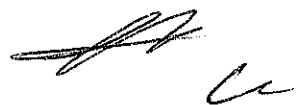
- Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.

### **TYPICAL ACTIVITIES**

- Provide a variety of administrative support functions within a department, including word processing, setting up meetings, independently respond to enquires, operating a computerised switchboard and directing others to the appropriate personnel.
- May arrange and schedule/coordinate theatre lists and clinics.
- May apply to comprehensive knowledge of medical terminology in a number of disciplines.
- Perform reconciliations of accounts.

### **EDUCATIONAL LEVEL/QUALIFICATIONS**

- Have at least two years relevant health/administrative experience or other relevant experience and/or qualifications.



## **Administrative Officer 4 Classification Definition**

### **LEVEL OF SUPERVISION**

- Broad supervision – may supervise or coordinate others to achieve objectives, including liaison with staff at higher levels. May work independently. May act as a resource person for a department.

### **TASK LEVEL**

- Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected.
- Possess a depth or breadth of expertise developed through extensive relevant experience and application.
- Provide interpretation, advice and decisions on rules and entitlements.

### **ORGANISATIONAL KNOWLEDGE**

- Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques and how they interact with other related functions.
- Has extensive patient, public, staff and customer contact.

### **JUDGMENT, INDEPENDENCE AND PROBLEM SOLVING**

- Provide factual advice, which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

### **TYPICAL ACTIVITIES**

- May undertake a full range of word processing functions, including mathematical formulae and symbols, manipulation of text and layout in desktop publishing software and use of a range of word processing packages if required.
- Be responsible for providing a full range of secretarial services in a department including making appointments and diary keeping; required to make "on the spot" decisions for this purpose.
- Plan and set up spreadsheets or database applications.
- Undertake medical typing for clinicians.
- Competent at accessing and using the Patient Management System.

### **EDUCATIONAL LEVEL/QUALIFICATIONS**

- Has at least three years experience in an administrative role or relevant experience and/or qualifications.

## **Administrative Officer 5 Classification Definition**

### **LEVEL OF SUPERVISION**

- Broad supervision – supervises or co-ordinates others to achieve objectives, including liaison with staff at higher levels. Works independently and may act as a resource person for others. May undertake stand alone project work.

### **TASK LEVEL**

- Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. May be a recognised authority in a specialised area.

### **ORGANISATIONAL KNOWLEDGE**

- Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques and how they interact with other related functions.

### **JUDGMENT, INDEPENDENCE AND PROBLEM SOLVING**

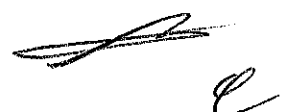
- May apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-ordinating a team to provide an administrative service.

### **TYPICAL ACTIVITIES**

- Undertakes a full range of word processing functions, including mathematical formulae and symbols, manipulation of text and layout in desktop publishing software and use of a range of word processing packages if required.
- May be responsible for budgets or assisting the preparation of budgets for managers.
- Be responsible for providing a full range of secretarial services in a department including making appointments and diary keeping; required to make "on the spot" decisions for this purpose.
- Plan and set up spreadsheets or database applications.
- May be responsible for the maintenance and management of hospital wide systems.

### **EDUCATIONAL LEVEL/QUALIFICATIONS**

- Has at least three years experience in an administrative role plus health related experience/knowledge and/or qualifications.



## **Administrative Officer 6 Classification Definition**

### **LEVEL OF SUPERVISION**

- Minimal supervision – will supervise or co-ordinate others to achieve objectives, including liaison with staff at all levels. Works independently and may act as a resource person for others. Undertakes stand alone project work.

### **TASK LEVEL**

- May revise or develop policies or rethink the way a specific body of knowledge is applied in order to solve problems that require a high degree of knowledge and sensitivity.
- May be a recognised authority in a specialised area.
- May consult or regularly liaise with senior staff to achieve work goals.

### **ORGANISATIONAL KNOWLEDGE**

- Detailed knowledge of administrative policies and inter-relationships between a range of policies and activities.
- May make policy recommendations to others involving major change which may impact on other areas of the organisation's operations.

### **JUDGMENT, INDEPENDENCE AND PROBLEM SOLVING**

- Interpret policy which has an impact beyond the immediate work area.
- Provide strategic support and advice to areas/departments/managers requiring an integration of a range of policies and external requirements.
- Able to adapt plans to changing circumstances.

### **TYPICAL ACTIVITIES**

- May be responsible for budgets or assisting the preparation of budgets for managers.
- Be responsible for providing a full range of senior secretarial or services in a department.
- Manage resources or functional unit with a diverse or complex set of functions.
- Undertake research; compile and write reports.

### **EDUCATIONAL LEVEL/QUALIFICATIONS**

- Has at least three years experience in an administrative role or relevant experience and/or qualifications and posses tertiary level qualifications or be working toward them.

## NZNO NEW JOB CLASSIFICATIONS

The following job classifications are effective from 1 March 2016 and replace the categories described above.

S2	S3	S4	S5
Clerk	Administration Officer	Administrator	Management Assistant
Library Assistant	Accounts Officer	Booking Administrators	
Telephonists	Library Officer	ED Administrator	
	Medical Typist	Medical Secretary	
	Purchasing Officer	Payroll/HRIS Administrator	
	Ward Administration Officer	Secretary	
		Service Administrator	

T1	T2
Technical Administrator	Librarian
L1	L2
Finance Supervisor	Supervisor
	Team Leader

## **Agreement for a Bipartite Relationship Framework**

### **Purpose**

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

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

### **The BRF seeks to:**

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

### **The principles of the relationship framework:**

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

The parties agree that they will:

- To the extent they are capable, provide appropriate health care to the communities they serve in an efficient and effective manner.
- To the extent they are capable, ensure the availability and retention of an appropriate trained and educated workforce both now, and in the future.

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

## **1) Supporting national and local bipartite structures**

### **Bipartite Action Group (BAG)**

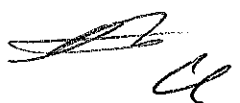
These structures substitute any existing comparable bi-partite structures.

#### *National Bipartite Action Group (National BAG)*

This relationship framework, and the undertaking of activities required by it, shall be overseen by a committee of representatives of the parties, known as the Bipartite Action Group (BAG). The parties will decide their respective membership with members representing NZNO, E tū, PSA members and DHBs. All parties will have representatives at the National BAG meetings with sufficient status to enter into agreement on matters raised. BAGs will be chaired on a rotational basis by DHBs and the union parties. Both the DHBs and union parties will have the same number of votes with union parties deciding how their voting rights will be determined.

The committee will meet through voice and or video conferencing as required and hold face to face meetings at periods to be agreed but no less frequently than quarterly. DHBs are required to support the functioning of the BAG through ensuring parties are able to be released from other duties for this purpose.

The BAG will as necessary advise and participate in the work programme and or other initiatives of the Health Sector Relationship Agreement. It will determine the process on resolving individual and collective union and DHB issues. These will include implementation, application and interpretation issues that have a national



relevance. It will also be the responsibility of the National BAG to support the ongoing activity of Local BAGs and to deal with any issues that are submitted from these groups through regular reports. The National BAG will agree on processes for its own operation and will circulate them as guidelines for Local BAGs.

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

Secretarial services shall be provided by DHBSS.

#### *Local BAGs*

Where they do not already exist, a BAG will be established in each DHB. The local BAG will provide a forum for workers and their union to engage in discussions and decision making on matters of common relevance. This will not prevent unions discussing individual issues with the DHB directly. But where the issue/s have relevance to more than one union all relevant parties should have the opportunity to be present and be part of the decision making process.

Issues discussed at local level should be focussed on improving productivity and efficiency of the DHB and instigating local change that will benefit the parties in the effective running of the DHB and wellbeing of employees.

## **2) Healthy workplaces**

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

## **3) Change Management**


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

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

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

Either party may also make a request to the HSRA steering group to use this process. All parties to the HSRA steering group must then agree/disagree whether this approach is appropriate.

If it is agreed to use this process, the issue will effectively be placed with the HSRA Change Management Framework (CMF) sub-committee.





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

The CMF sub-committee is tasked with making a considered decision on the processes to be used in the implementation of the policy or initiative and will provide a forum to decide the appropriate process for the change management. The CMF sub-committee will ensure the change to be implemented in a coordinated fashion at the appropriate level across the sector, and involve appropriate stakeholders as each situation requires.

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

## **5) Disputes and problem resolution**


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

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

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

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

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



**Healthy Workplaces Agreement**  
**February 2010**

The parties to the DHB / CTU Health Unions National Terms of Settlement agree that all employees should have healthy workplaces.

**Achieving healthy workplaces requires:**

1. Effective care capacity management<sup>1</sup>; having the appropriate levels of staff, skill mix, experience, and resourcing to achieve a match between demand and capacity
2. Systems, processes and work practices that ensure efficient scheduling and a credible, consistent and timely response to variance in demand
3. A workplace culture between employees and their managers that reflects an understanding and actively advocates a balance between safe quality care, a safe quality work environment and organisational efficiency.
4. Recognition that everyone can be a leader by using the authority (expertise) vested in their role to participate and constructively engage with others.
5. The development of a learning culture that emphasizes employees at all levels being given the opportunity to extend their knowledge and skills, as identified in their performance development plans where they are in place.
6. Appreciation that good patient outcomes rely on the whole team and that teams need opportunities to work and plan together.
7. Having the right tools, technology, environment and work design to support health and safety and to ensure effective health care delivery. This includes the opportunity to be involved in the decisions about what is needed and when.

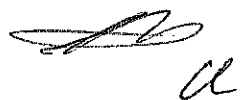
**The parties agree that these seven elements should be evident in all DHB workplaces and apply to all employees, and agree to work jointly towards the implementation of them by the following:**

- ◆ The parties agree to work together to establish a national framework for a whole of system approach to care capacity management which;
  - provides efficient, effective, user friendly processes and structures
  - provides centralized, multi stakeholder governance
  - is used consistently and effectively at all levels to manage and monitor care capacity
  - includes a core data set by which the health of the system is monitored and is used to inform forecasting, demand planning, and budgeting
  - includes consistent, credible, required responses to variance in care capacity

<sup>1</sup> Care capacity management is the process of ensuring that the demand for service placed on an organisation can be adequately met within a context of quality patient care, a quality work environment for staff, and fiscal and procedural efficiency.



- recognises the need for local solutions consistent with the principles of healthy workplaces.
- ❖ Each party will undertake to promote and model behavior that demonstrates productive engagement and builds a workplace culture that enables everyone to feel their contribution is valued and respected. Opinions of those performing the work will be sought when new innovations, improvements and changes are required, in a manner consistent with consultation and change management processes referred to below.
- ❖ Quality of care and quality of the work environment are agreed priorities that underpin productivity and will be incorporated in all workplace processes and actively sponsored at all levels of the organization.
- ❖ Developing and maintaining policies and practices that actively encourage all employees to be confident in leading and making decisions within their levels of expertise and experience.
- ❖ Access for all employees to appropriate professional development and appropriate learning opportunities, including appropriate national qualifications, in order to give them greater opportunities to extend their roles and responsibilities within the public health system.
- ❖ Facilitating appropriate release time to attend relevant professional development and learning opportunities;
- ❖ A wider team approach to planning and evaluation of service capacity and service delivery will be used to ensure the right people with the right skills are providing the right care (role) at the right time in the right place. This will support staff in taking responsibility and accountability for their own services' performance, and using the tools and policies in place to effect improvement
- ❖ Nationally consistent consultation and change management processes to facilitate both input into decision making on issues affecting the workplace and active engagement in the development and /or problem solving of initiatives to address the issues.



A handwritten signature in black ink, consisting of a stylized, cursive letter 'B' or similar character.