

# **TE ARAHANGA KI TAWHITI**

*(The Bridge to the Future)*

## **Collective Agreement**

**Single Employer Collective Agreement**

**Between**  
**Ngati Hine Health Trust**  
**and**  
**New Zealand Nurses Organisation**

**1<sup>st</sup> July 2021 – 30<sup>th</sup> June 2022**

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# **Te Arahanga Ki Tawhiti Single Employer Collective Agreement**

## **1 Te Tiriti o Waitangi**

The parties to this agreement must recognise Te Tiriti o Waitangi and its principles of Partnership, Protection and Participation for all NZNO members. Te Tiriti o Waitangi underpins our workplace values and ensures that service delivery occurs in a culturally safe manner, (Kawa Whakaruruhau).

KO WIKITORIA, te Kuini o Ingarani, i tana mahara atawai ki nga Rangatira me Nga Hapu o Nu Tirani, i tana hiahia hoki kia tohungia ki a ratou o ratou rangatiratanga, me to ratou wenua, a kia mau tonu hoki te Rongo ki a ratou me te ata noho hoki, kua wakaaro ia he mea tika kia tukua mai tetahi Rangatira hei kai wakarite ki nga tangata maori o Nu Tirani. Kia wakaaetia e nga Rangatira maori te Kawanatanga o te Kuini, ki nga wahi katoa o te wenua nei me nga Motu. Na te mea hoki he tokomaha ke nga tangata o tona iwi kua noho ki tenei wenua, a e haere mai nei.

Na, ko te Kuini e hiahia ana kia wakaritea te Kawanatanga, kia kaua ai nga kino e puta mai ki te tangata Maori ki te pakeha e noho ture kore ana.

Na kua pai te Kuini kia tukua a hau, a Wiremu Hopihona, he Kapitana i te Roiara Nawa, hei Kawana mo nga wahi katoa o Nu Tirani, e tukua aiane, amua atu ki te Kuini, e mea atu ana ia ki nga Rangatira o te Wakaminenga o nga Hapu o Nu Tirani me era Rangatira atu, enei ture ka korerotia nei.

### **KO TE TUATAHI**

Ko nga Rangatira o te Wakaminenga, me nga Rangatira katoa hoki ki hai i uru ki taua Wakaminenga, ka tuku rawa atu ki te Kuini o Ingarani ake tonu atu te Kawanatanga katoa o ratou wenua.

### **KO TE TUARUA**

Ko te Kuini o Ingarani ka wakarite ka wakaae ki nga Rangatira, ki nga Hapu, ki nga tangata katoa o Nu Tirani, te tino Rangatiratanga o ratou wenua o ratou kainga me o ratou taonga katoa. Otia ko nga Rangatira o te whakaminenga me nga, Rangatira katoa atu, ka tuku ki te Kuini te hokonga o era wahi wenua e pai ai te tangata nona te Wenua, ki te ritenga o te utu e wakaritea ai e ratou ko te kai hoko e meatia nei e te Kuini hei kai hoko mona.

### **KO TE TUATORU**

Hei wakaritenga mai hoki tenei mo te wakaaetanga ki te Kawanatanga o te Kuini. Ka tiakina e te Kuini o Ingarani nga tangata maori katoa o Nu Tirani. Ka tukua ki a ratou nga tikanga katoa rite tahi ki ana mea ki nga tangata o Ingarani.

## **2 Nga Roopu Whakaminenga / Parties**

In accordance with the Employment Relations Act 2000 this collective agreement is made:

### ***BETWEEN:***

The Ngati Hine Health Trust (referred to as the "Employer")

### ***AND***

The New Zealand Nurses Organisation (NZNO) (The "Union")

## **3 Ngati Hine Health Trust / NZNO Coverage and Application**

- 3.1 This Single Employer Collective Agreement (SECA) is made pursuant to the Employment Relations Act 2000 and its subsequent amendments. It supersedes and replaces any previous employment agreements governing the employment relationship between the employer and the employees covered by this agreement

This SECA shall apply to all employees who are members of NZNO and who are employed by the employer to this SECA in the following positions:

- Administration Personnel
- AOD Counsellors / MH & AOD Clinicians
- Health Promoters
- Allied Health Professionals
- Registered Nurses
- Kaiawhina/Community Health Workers
- Community Support Workers
- Social Workers

- 3.2 At the time when the employee enters into an employment agreement with an employer, the employer must:
- 3.3 Inform the employee – that a collective agreement exists and covers work to be done by the employee; and
- 3.4 that the employee may join the union that is party to the collective agreement and; about how to contact the union; and that if the employee joins the union, the employee will be bound by the collective agreement and
- 3.5 that during the first thirty days of the employees employment, the employee's terms and conditions comprise –
- 3.6 the terms and conditions in the collective agreement that would bind the employee if the employee were a member of the union;

- 3.7 and any additional terms and conditions mutually agreed to by the employee and employer that are not consistent with the terms and conditions in the collective agreement; and give the employee a copy of the collective agreement.
- 3.8 The parties agree that any employee whose work is covered by the coverage clause of this agreement (clause 3.1 above), who is engaged by the employer between the date this agreement comes into effect and the expiry date shall be offered information about becoming a member of the union which is a party to this agreement, as supplied by that union. The new employee shall from the date of becoming a union member, be entitled to all benefits, and be bound by all the obligations, under this agreement. Further to this, the provisions of Section 62 of the Employment Relations Act 2000 shall apply.
- 3.9 If an employee covered by this agreement leaves the employment of the employer then they shall no longer be covered by this agreement.
- 3.10 Existing employees who are covered by the coverage clause of this SECA (clause 3.1) who become members during the term of the SECA shall, from the date of becoming a union member, be bound by all benefits and obligations relating to employees under this SECA subject to the restrictions set out in the Employment Relations Act 2000.
- 3.11 **Impact on Individual Employment Agreements:** Where an employee on an individual employment agreement elects to be bound by this SECA, their previous terms and conditions of employment shall no longer apply unless otherwise agreed between that employee and the employer, or as provided for in this SECA.
- 3.12 **Non-Waiver Understanding:** Failure by either party to enforce any right or obligation with respect to any matter arising in connection with this agreement, shall not constitute a waiver as to that matter, or any other matter, either then or in the future.
- 3.13 Employers undertake not to reduce nursing or other primary health care employee numbers solely on the basis of the additional costs of employing staff as a result of implementing this collective agreement.
- 3.14 **Subsequent employer parties:** The parties agree that other employer parties whose core business is the provision of primary health care services may become parties to this agreement where NZNO and new employer so agree. The names of the employers who agree to become subsequent parties shall be advised to all employer parties to this collective agreement. On the date of receipt by NZNO of the completed subsequent parties form the employees shall be entitled to the benefits conferred by this agreement.
- 3.15 **No-Disadvantage:** The parties are committed to ensure there is no "overall disadvantage" to individuals due to any changes in core conditions at the date of this SECA coming into force unless specifically agreed between the parties during the negotiations.
- a) No employee shall be disadvantaged by taking a drop in take home pay for the same hours worked

- b) The methodology for determining any disadvantage shall be agreed between NZNO and the employer parties. This may be done on the basis of a shift by shift analysis, or a fortnightly pay period analysis, as agreed.
- c) Anniversary date salary movements shall not be used to offset disadvantage.
- d) The employer and NZNO will meet Kanohi ki te Kanohi to discuss any unsolved issues with respect to disadvantage.

## 4 Te Tīmatatanga me te Whakaotinga/Term

This SECA shall come into force on 1 July 2021 and expire on 30 June 2022

## 5 Ngā Tikanga ke atu o te SECA nei/Variation

- 5.1 The parties may vary this agreement from time to time by written agreement signed by them or by their duly authorised representatives on their behalf (employer advocates and NZNO). Any such variation will take effect as if it were incorporated into this agreement.
- 5.2 Where a change only impacts on one or some of the employer parties, any or all of the provisions of this agreement may be varied by agreement between the affected employer parties and the NZNO. Any such variation will be committed to writing and signed by the parties to the variation. That variation shall only apply to the employers who have agreed to such variation.
- 5.3 Where a change only impacts on one or some of the employees employed by an employer party to this agreement, any of the provisions of this agreement may be varied by agreement between the affected employee(s) and their employer and NZNO. Any such variation will be committed to writing and signed by the employer and the employees affected and NZNO. That variation shall only apply to the employer and employees who have agreed to such variation.

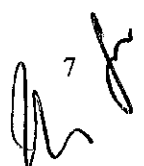
## 6 Ngā Rārangi Korero Whakamarāma/Definitions

**"Administration employee"** means an employee who is wholly or substantially engaged in administration duties, including but not limited to those who undertake medical receptionist duties, finance, data entry, claims processing.

**"AOD (Alcohol and other drugs) counsellor or AOD (Alcohol and other drugs) Clinician"** means an employee with a recognised tohu/qualification who provides AOD assessment, counselling, education for an individual and/or group therapy and follow up.

**"Allied Health Professional"** means an employee with a recognised appropriate professional qualification who is not defined elsewhere in this document.

**"Casual employee"** means an employee who has no set hours or days of work and who is normally asked to work as and when required. Casual employees cannot be used to replace genuine permanent or temporary situations except to meet business requirements when there is no permanent or temporary staff available.



**"Kaiawhina /Community Health Worker"** means an employee who is employed to assist whanau, hapu and iwi and wider community.

**"Community Support Worker"** means an employee who is employed to assist individual/whanau in the community.

**"Employee"** means any person employed by an employer and whose position is covered by this SECA.

**"Employer"** means the relevant employer employing the particular employee.

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

**"Health Promoter"** is an employee who engages with whanau, hapu and iwi and the wider community to enable sustainable health gains.

**"Night Duty"** means any duty in which part of the duty is worked between midnight and 5:00am on any day of the week.

**"Ordinary time hourly rate of pay"** shall be 1/2086 for employees who work 80 hours per fortnight and 1/1950 for employees who work 75 hours per fortnight, correct to two decimal places of a dollar, of the yearly rate of salary payable. T1 refers to the ordinary hourly rate of pay; T1.5 refers to one and a half times the ordinary hourly rate of pay; and T2 refers to double the ordinary hourly rate of pay.

**"Part-time employee"** means an employee, other than a casual employee, who is employed on a permanent basis but works less than the ordinary or normal hours prescribed in this SECA. Any wages and benefits e.g. leave, will be pro rata according to the hours worked unless specifically stated otherwise in this SECA.

**"Registered Nurse"** means a person as defined by the Health Practitioners' Competence Assurance Act 2003 as a Registered Nurse.

**"Practice Nurse"** means a person who is primarily employed by or within a general practice and who is a registered nurse.

**"Community Nurse"** means a person who primarily delivers mobile services in the community.

**"Relevant Daily Pay"** has the meaning as provided by the Holidays Act 2003.

**"Service"** means the current continuous service with the employer except as otherwise defined.

**"Duty/shift"** means a single, continuous period of work required to be undertaken by an employee, excluding on-call and call-back. A duty shall be defined by a starting and finishing time. Duties shall be morning (AM), afternoon (PM) duties or night duties. When a major part of a duty falls on a particular day the whole duty shall be regarded as being worked on that day.

**"Shift work"** means consecutive rostered shifts worked over a 24 hour period.

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**"Social Worker"** means an employee with a recognised qualification in Social work with current registration.

**"Temporary/Fixed Term Employee"** means an employee who is employed for a specified limited term for a specified project, situation or event, or, **for example**, to replace an employee on parental leave or long term accident or sickness. There is no expectation of ongoing employment. Temporary agreements must not be used to deny staff security of employment.

**"Week"** is defined as midnight Sunday/Monday to midnight Sunday/Monday, for the purpose of calculating the pay week and "fortnight" has a corresponding meaning involving two successive weeks.

## 7 Ngā Haora hei Mahi/Hours of Work

The employer will endeavour to ensure safe staffing levels and appropriate skill mix in work areas.

- 7.1 The ordinary working hours of an employee employed full-time shall be either  
☐ 75 or 80 per fortnight; or  
☐ 37.5 or 40 per week; or  
☐ the equivalent average in the case of a roster cycle exceeding a fortnight.
- 7.2 Employees will normally work 7.5 or 8 hours a day/shift in duration. Shifts shall be no less than 4 hours per day except by mutual agreement between the employee and employer.
- 7.3 The times and days to be worked, and the duration of shifts shall be set by agreement between the employer and employee. Any change to the hours and/or days of work shall be by agreement between the employer and employee. Such agreement would not be unreasonably sought or withheld by either party where there are demonstrable employer or employee needs.
- 7.4 Where rosters are worked they will be published at least 14 days prior to the commencement of the roster. Changes in rosters, once posted, shall be by mutual agreement. Such agreement will not be unreasonably withheld.
- 7.5 Except by mutual agreement every employee shall have two periods of at least 24 hours off duty each week, and except in the case of emergencies or by agreement, these shall be consecutive.
- 7.6 A minimum break of nine hours shall be allowed between rostered shifts unless mutually agreed between the employer and the employee or in exceptional circumstances.
- 7.7 Employees may exchange shifts or duties by mutual agreement and with the prior approval of the employer. In this case, no additional payment shall apply.
- 7.8 Employees who undertake required training outside their normal hours of work will be granted time in lieu or ordinary pay as determined by employer policy on an hour by hour basis for up to 8 hours per day. Employees will be required to undertake up to 32 hours of training outside of normal work hours per year.
- 7.9 Where the employer requires employees to attend classes of instruction or

examinations during their normal working hours the time spent shall be paid at the employees ordinary time rate of pay but shall not count as time worked for the purposes of calculation of any overtime entitlements.

- 7.10 Duties, once commenced, shall be continuous (i.e. no split shifts) unless otherwise agreed between the employer and the employee.

**7.11 Additional Provisions for Employees working Alternative Rosters:**

In specific instances, i.e. shifts of longer or variable lengths, the ordinary hours for a full time employee are able to be averaged over a roster cycle of greater than one fortnight e.g.: an employee who works 12 hour shifts may work 120 hours over a 3 week roster and be considered to be fulltime. No employee shall be required to work more than a 12 hour rostered shift.

Alternative hours of work may be implemented by agreement between the employer and the employees directly affected. It is recognised employees have the ability to consult NZNO before such agreement is reached.

## **8 Ngā wa Whakatā Paramanawa Hoki/Meal Breaks and Rest Periods**

In relation to sub-clauses 8.1 to 8.4, meal breaks and rest periods will be taken in a culturally appropriate manner and in a way that is consistent with organisation policy.

- 8.1 Except when required for urgent or emergency work and except as provided in 8.2 below, no employee shall be required to work for more than five hours continuously without being entitled to a meal break of not less than half an hour.
- 8.2 An employee unable to be relieved from work for a meal break shall be entitled to have a meal while on duty and this period shall be regarded as working time. The employee shall comply with the employer's policy as to where on the premises the meal may be taken.
- 8.3 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, and the equivalent breaks for night duty where these occur during duty, shall be recognised as time worked.
- 8.4 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer when the break is taken on the premises. This shall not apply when employees are working offsite.

## 9 Moni Utua/Rates of Remuneration

- 9.1 Rates of pay shall be as agreed with the employer effective from 1 January 2021 as per the tables in 9.2 listed below other than Tapuhi (Nursing Designations, Specialist RN/Senior RN/Practice Nurse/Clinical Leader), Kaupapa Maori Advance NP, MH & AOD support workers, Home support caregivers, Kaimahi Residential and includes the implementation of Social Worker / AOD Counsellor / MH & AOD Clinicians salary scales effective from 1 July 2021 and the Allied Health Professionals / Administration & Clerical salary scales effective 1 April 2022. It is agreed that an hourly rate no less than \$22.75 effective from 1 September 2021 for those members covered by this New Zealand Nursing Organisation Te Arahanga Ki Tawhiti agreement.
- 9.1.1 Prior to the expiry date of this collective, both parties will negotiate terms and conditions inclusive of pay scales of the occupational groups covered by Te Arahanga Ki Tawhiti.
- 9.1.2 Ngati Hine Health Trust will review the financial affordability each year to move New Zealand Nursing Organisation members through each pay scale subject to satisfactory performance which will be assumed to be the case unless is advised otherwise.
- 9.1.3 Every effort and best endeavors to adopt this pay scale movement will be subject to the employer conducting an annual affordability assessment within the various services and contract.
- 9.1.4 Those employees that are covered by this agreement and are New Zealand Nursing Organisation members that their salary scale is not inserted, will remain on their current pay rate that their employment documentation states. These members will received the terms and conditions offered in this Single Employment Collective Agreement (SECA) Te Arahanga Ki Tawhiti.
- 9.1.5 On appointment, an employer shall place the employee on any step of the relevant scale, taking into account the following factors:
- 9.1.5.1 Previous experience, qualifications or other relevant work and life experience the employer may credit this service.
  - 9.1.5.2 Degree of difficulty in recruiting for specific skills and/or experience required for the position.

## 9.2 Operation of Rates of Remuneration

Operation of the rates of pay/pay scales shall be as per the tables listed below:

### TAPUHI (NURSING) DESIGNATIONS

Registered Nurses			
Step	Proposed Salary Range	Proposed Salary Scale	Description of Progression
7	\$52,500 to \$78,500	\$78,500	Annual Increment – subject to satisfactory performance which will be assumed to be the case unless the employee is advised otherwise.
6		\$74,000	Annual Increment – subject to satisfactory performance which will be assumed to be the case unless the employee is advised otherwise.
5		\$69,000	Annual Increment – subject to satisfactory performance which will be assumed to be the case unless the employee is advised otherwise.
4		\$64,000	Annual Increment
3		\$59,000	Annual Increment
2		\$55,000	Annual Increment
1		\$52,500	Annual Increment

Specialist Registered Nurses / Senior Registered Nurses / Clinical Nurse Leader			
Step	Proposed Salary Range	Proposed Salary Scale	Description of Progression
7	\$63,000 to \$103,000	\$103,000	Annual Increment – subject to satisfactory performance which will be assumed to be the case unless the employee is advised otherwise.
6		\$94,000	Annual Increment – subject to satisfactory performance which will be assumed to be the case unless the employee is advised otherwise.
5		\$87,000	Annual Increment – subject to satisfactory performance which will be assumed to be the case unless the employee is advised otherwise.
4		\$80,000	Annual Increment
3		\$74,000	Annual Increment
2		\$68,000	Annual Increment
1		\$63,000	Annual Increment

<b>Kaupapa Maori Advanced Nurse Practitioner</b>			
<b>Step</b>	<b>Proposed Salary Range</b>	<b>Proposed Salary Scale</b>	<b>Description of Progression</b>
<b>7</b>	\$80,000 to \$125,000	\$125,000	Annual Increment – subject to satisfactory performance which will be assumed to be the case unless the employee is advised otherwise.
<b>6</b>		\$117,500	Annual Increment – subject to satisfactory performance which will be assumed to be the case unless the employee is advised otherwise.
<b>5</b>		\$110,000	Annual Increment – subject to satisfactory performance which will be assumed to be the case unless the employee is advised otherwise.
<b>4</b>		\$100,000	Annual Increment
<b>3</b>		\$93,000	Annual Increment
<b>2</b>		\$86,000	Annual Increment
<b>1</b>		\$80,000	Annual Increment

<b>MH&amp; AOD Support Workers, Home Support Caregivers</b>			
<b>Step</b>	<b>As per Pay Equity legislation commenced on 1 July 2017</b>	<b>Qualification or length of service</b>	<b>1/07/2018 / 1 Jul 2019 / 1 July 2021</b>
<b>4</b>		L4 or 12+ years' service	\$24.50 / \$25.50 / \$27.00
<b>3</b>		L3 or 8+ years' service	\$ 22.50 / \$ 23.00 / \$25.00
<b>2</b>		L2 or 3 + years' service	\$ 21 .00 / \$ 21.50 / \$23.00
<b>1</b>		L0 or < 3 years' service	\$ 19.80 / \$ 20.50 / \$ 21.50

<b>SOCIAL WORKER / AOD COUNSELLORS / MH&amp; AOD CLINICIANS</b>		
<b>Steps</b>	<b>Proposed Salary Scale as at 1 July 2021</b>	<b>Description of Progression</b>
<b>8</b>	\$76,000 to \$85,000	Senior Lead Roles
<b>7</b>	\$75,000	Senior Clinician / Senior Social Worker with proven leadership experience and post grad degree/speciality
<b>6</b>	\$72,000	Senior Clinician / Senior Social Worker with demonstrated leadership
<b>5</b>	\$70,000	Annual Increment – subject to satisfactory performance which will be assumed to be the case unless the employee is advised otherwise
<b>4</b>	\$67,500	Annual Increment – subject to satisfactory performance which will be assumed to be the case unless the employee is advised otherwise
<b>3</b>	\$65,000	Social Worker Full Registration and holds a current practicing certificate. DAPAANZ Registered Practitioner and holds a current practicing certificate.
<b>2</b>	\$62,000	Social Worker with Full Registration DAPAANZ Registered Practitioner
	\$60,000	Has provisional registration
	\$59,000	Has relevant undergraduate degree e.g. AOD Counsellor, Social Worker and is seeking registration
	\$58,000	Experienced and in final year of Relevant studies
	\$57,000	Some experience and on a clinical pathway
<b>1</b>	\$56,000	New Entrant - Minimal Experience - non registered 1 <sup>st</sup> year of completed Social Science, Social worker

**NZNO NHHT SINGLE EMPLOYMENT COLLECTIVE AGREEMENT ALLIED HEALTH & ADMINISTRATION/CLERICAL SALARY SCALES**

**ALLIED HEALTH PROFESSIONALS**

<b>Community Health Workers/ Community Support Workers / Kaimanaaki/ Kaiawhina Tamariki Ora / Kaimahi (Support Workers - Not MHAOD or DSS)</b>		
<b>Step</b>	<b>Salary Scale as at 1 April 2022</b>	<b>Description of Progression</b>
<b>6</b>	<b>\$60,000</b>	Advancement subject to satisfactory performance which will be assumed to be the case unless the employee is advised otherwise.
<b>5</b>	<b>\$57,500</b>	Advancement subject to satisfactory performance which will be assumed to be the case unless the employee is advised otherwise.
<b>4</b>	<b>\$55,000</b>	Annual Increment
<b>3</b>	<b>\$52,500</b>	Annual Increment
<b>2</b>	<b>\$49,500</b>	Annual Increment
<b>1</b>	<b>\$47,320</b>	New Entrant
<b>Kairaranga/Kaiarataki/Kaiwhakahere / Kaiako / Whanau Ora Team Leaders / Programme Coordinator / Residential Manager/Navigator / Kaiwhariki</b>		
<b>Step</b>	<b>Salary Scale as at 1 April 2022</b>	<b>Description of Progression</b>
<b>5</b>	<b>\$70,000</b>	Advancement subject to satisfactory performance which will be assumed to be the case unless the employee is advised otherwise.
<b>4</b>	<b>\$66,500</b>	Advancement subject to satisfactory performance which will be assumed to be the case unless the employee is advised otherwise.
<b>3</b>	<b>\$62,500</b>	Annual Increment
<b>2</b>	<b>\$58,500</b>	Annual Increment
<b>1</b>	<b>\$55,000</b>	Starting
<b>Kaiarahi / Project Manager / Kaitohutohu / Kaihaumanu / Programme Delivery Lead</b>		
<b>Step</b>	<b>Salary Scale as at 1 April 2022</b>	<b>Description of Progression</b>
<b>5</b>	<b>\$80,000</b>	Advancement subject to satisfactory performance which will be assumed to be the case unless the employee is advised otherwise.
<b>4</b>	<b>\$75,000</b>	Advancement subject to satisfactory performance which will be assumed to be the case unless the employee is advised otherwise.
<b>3</b>	<b>\$70,000</b>	Annual Increment
<b>2</b>	<b>\$65,000</b>	Annual Increment
<b>1</b>	<b>\$60,000</b>	Starting

**ADMINISTRATION & CLERICAL DESIGNATIONS**

<b>Administration Support Officer/Person/ Receptionist / Whanau Ora Administrative Assistant / Organisational Support Person / Fleet Coordinator / Accounts Support Officer/ Information Technology Cadet Administrator</b>		
<b>Steps</b>	<b>Salary Scale as at 1 April 2022</b>	<b>Description of Progression</b>
<b>5</b>	<b>\$60,000</b>	Advancement subject to satisfactory performance which will be assumed to be the case unless the employee is advised otherwise.
<b>4</b>	<b>\$56,500</b>	Advancement subject to satisfactory performance which will be

		assumed to be the case unless the employee is advised otherwise.
3	\$53,000	Annual Increment
2	\$50,000	Annual Increment
1	\$47,320	Annual Increment
<b>Administration Officer / Administrator/Accounts Officer / Service Coordinator / Contract Performance Administrator/ IT Support &amp; Production Management / Quality Support Coordinator/ Medical Receptionist / Workforce Quality Coordinator/ Systems Administrator / Programme Administrator</b>		
<b>Steps</b>	<b>Salary Scale as at 1 April 2022</b>	<b>Description of Progression</b>
5	\$65,000	Advancement subject to satisfactory performance which will be assumed to be the case unless the employee is advised otherwise.
4	\$62,000	Advancement subject to satisfactory performance which will be assumed to be the case unless the employee is advised otherwise.
3	\$58,000	Annual Increment
2	\$54,000	Annual Increment
1	\$50,000	Annual Increment
<b>Asset Team Leader/ Medical Service Coordinator / Quality Improvement Lead/ Payroll Officer/ HR Advisor / Project Officer / Senior Project Administrator/Executive Assistant / Practice Manager/IT Team Leader / Resource Coordinator / Systems Analyst / Kaiwhakatakoto Kaupapa</b>		
<b>Steps</b>	<b>Salary Scale as at 1 April 2022</b>	<b>Criteria</b>
5	\$75,000	Advancement subject to satisfactory performance which will be assumed to be the case unless the employee is advised otherwise.
4	\$71,000	Advancement subject to satisfactory performance which will be assumed to be the case unless the employee is advised otherwise.
3	\$68,000	Annual Increment
2	\$64,000	Annual Increment
1	\$60,000	Annual Increment



### **9.3 Overtime**

For those employees/workplaces where superior entitlements to these were available, such entitlements shall be retained by the individuals/workplaces concerned.

#### **9.3.1 Overtime**

- (a) Overtime is time worked in excess of seven and a half hours per day or eight hours per day or the rostered duty whichever is greater, or 75 hours or 80 hours per two week period, or 37.5 hours or 40 hours per week, when such work has been authorised in advance.
- (b) Overtime shall be paid at one and one half times the hourly rate of pay. A part-time employee working more than their usual hours of work on a weekly basis, but less than the fulltime ordinary hours as specified in Clause 6.1, is entitled to payment for the extra hours at their ordinary time hourly rate (T1).
- (c) In lieu of payment for overtime the employer and employee may jointly agree for the employee to take equivalent (i.e. one hour overtime worked for one hour ordinary time off) paid time off work at a mutually convenient time.

#### **9.4 Penal Rates**

- (a) Weekend rate- applied to ordinary time (other than overtime) worked after midnight Friday/Saturday until midnight Sunday/Monday shall be paid at time one half (T0.5) in addition to the ordinary hourly rate of pay.
- (b) Provided that such work has been authorized in advance. Where the appropriate manager is satisfied that the additional time worked is necessary because of an emergency or other special circumstances.
- (c) Equivalent time off for work performed outside normal hour's maybe granted in lieu of penal or overtime by agreement between the employee and the manager concerned. This would be by mutual agreement.
- (d) If applicable, agreed with each employer and recorded as a separate Schedule to this SECA.

## **10 Mahi Apiti / Call Back and On Call**

If applicable, agreed with each employer and recorded as a separate Schedule to this SECA

## **11 Whakautua Moni/Reimbursing Payments**

### **11.1 Annual Practising Certificate**

or those employees where superior entitlements to these were available, such entitlements shall be retained by the individuals concerned.

Where an employee is required by law to hold an annual practising certificate (APC), upon receipt, the cost of the certificate, shall be reimbursed by the employer provided that:

- (a) It must be a statutory requirement that a current certificate be held for the performance of duties.
- (b) The employee must be engaged in duties for which the holding of a certificate is a requirement.
- (c) Any payment will be offset to the extent that the employee has received a reimbursement from another employer.
- (d) The Employer will only pay one APC per annum unless there are operational requirements for an employee to maintain more than one APC.
- (e) In consideration of the Employer meeting the costs of the APC, the Employee undertakes to reimburse the Employer the full cost of the APC if the Employee resigns from the employment of the Employer within three months of the APC being paid.

### 11.3 Travelling Expenses and Incidentals

- 11.3.1 When travelling on employer business, the employee will be reimbursed for authorised costs on an actual and reasonable basis on presentation of receipts.
- 11.3.2 Employees who are instructed to use their motor vehicles on employer business shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time. The IRD rates that applied at the commencement of this collective agreement are as follows:

<b>Annual Business Use Reimbursement per Km</b>	
<b>Km</b>	<b>c/Km</b>
Up to 14,000kms	79 cents
Over 14,000kms	30 cents

- 11.4 **General:** In circumstances not addressed by this clause, any authorised actual and reasonable expenses incurred on behalf of the employer shall be reimbursed in accordance with individual employer policies.

## 12 Ngā Harerei Matua/Public Holidays

For those employees/workplaces where superior entitlements to these were available, such entitlements shall be retained by the individuals/workplaces concerned.

- 12.1 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

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

- 12.2 When employees work on a public holiday they will be paid at time and a half the ordinary time hourly rate of pay (T1.5) for each hour worked. The employee shall also be granted an alternative holiday, if the day would otherwise be a working day for the employee. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.
- 12.3 In order to maintain services to clients, 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.
- 12.4 An employee who is on call on a public holiday as provided above, but is not called in to work, shall be granted an alternative holiday, except where the public holiday falls on a Saturday or Sunday and its observance is transferred to a Monday or Tuesday which the employee also works. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.
- 12.5 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. The alternative holiday shall apply in respect to the day on which the majority of hours are worked.
- 12.6 **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.
- 12.7 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.

## **13 Wehenga a Tau/Annual Leave**

- 13.1 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 8 years recognised current continuous service with the same employer the employee shall be entitled to 5 weeks annual leave per annum.
- 13.1.1 For those employees where superior entitlements to these were available, such entitlements shall be retained by the individuals concerned.
- 13.1.2 Casual employees shall be paid 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement.

### **13.2 Conditions**

- 13.2.1 Annual leave may be granted in one or more periods. In accordance with the Holidays Act

2003, the employee shall be given the opportunity to take two weeks leave at one time.

- 13.2.2 Annual leave is able to be accrued to a maximum of two years entitlement with the agreement of the Employer.
- 13.2.3 Annual leave shall be taken to fit in with service/work requirements and the employee's need for rest and recreation.
- 13.2.4 When an employee ceases duty, wages shall be paid for accrued annual leave and the last day of employment shall be the last day worked.
- 13.2.5 Employees shall be entitled to annual leave on a pro rata basis.
- 13.2.6 An employee may anticipate up to one year's annual leave entitlement at the discretion of the employer.

## 14 Wehenga Māuiuitanga/Sick Leave

The following Sick Leave provisions shall apply

- 14.1 After three months continuous employment a full time employee shall be entitled to seven (7) working days paid sick leave for the subsequent twelve months of employment, and an additional ten (10) working days for each subsequent twelve month period. The entitlement shall be pro-rated for part time employees except that a part-time employee shall receive no fewer than five (5) working days paid sick leave for the first twelve months of employment and a minimum of five (5) additional working days for each subsequent twelve month period.
  - 14.1.1 For those employees where superior entitlements to these were available, such entitlements shall be retained by the individuals concerned.
- 14.2 A medical certificate may be required to support the employee's claim for sick leave.
- 14.3 The provisions of this clause are inclusive of the sick leave provisions of the Holidays Act 2003.
- 14.4 The employee can accumulate their entitlement up to a maximum of 30 days.

Any entitlement accrued prior to commencement of this agreement in excess of 30 days shall be retained but will not be increased until the balance falls below 30 days.
- 14.5 At the employer's discretion an employee may be granted anticipated sick leave. Any leave taken in advance and still remaining outside the entitlement will be paid to the employer. The employer may deduct monies due from the final pay.
- 14.6 Sick leave may be utilised where the employee requires surgery or leave for health screening. Leave for this purpose may be taken in 1/4 day blocks.
- 14.7 **Domestic Leave** The employer may grant an employee leave on pay as a charge against sick leave entitlement when the employee must, because of an emergency, stay at home to care for their spouse/partner or a person who depends for care on the employee. This person would, in most cases, be the employee's child, spouse/partner or other dependent family member.
  - 14.7.1 Approval is not to be given for absences during or in connection with the birth of an employee's child. Annual leave or parental leave should cover such a situation.

14.7.2 At the employer's discretion, an employee may be granted leave without pay, where the employee requires time away from work to look after a seriously ill member of the employee's family.

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

14.8 During periods of leave without pay, sick leave entitlements will not continue to accrue.

## **15 Wehenga Tangihanga/Bereavement Leave**

15.1 An employee shall be entitled to a maximum of three days leave without loss of pay on each occasion on the death of the employee's spouse/partner, father, mother, brother, sister, child, grandparent, parents-in-law, grandchild, step children, step parents, step sister, step brother, or any other close family/whanau/person in respect of whom the employer agrees that tangihanga/ bereavement leave may be taken.

15.2 An employee shall be entitled to one days leave without loss of pay on each occasion of the death of any other person, providing that the employer accepts that the employee has suffered a bereavement, taking into account the relevant factors set out in section 69(3) of the Holidays Act 2003.

15.3 If bereavement occurs while an employee is absent on annual leave, sick leave on pay or any other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of clause 15.1 above. This provision will not apply if the employee is on leave without pay.

15.4 In relation to Tangihanga and clauses 15.1 and 15.2 above, the employer shall consider these provisions in a culturally appropriate manner. The granting of time off and for how long shall be at the discretion of the employer.

15.5 The employer agrees that on application, it may be appropriate to grant leave without pay in order to accommodate various special bereavement needs not recognised in sub clause 15.1 and 15.2 above.

The provisions of this clause are inclusive of the bereavement leave provisions of the Holidays Act 2003.

## **16 Wehenga Mātua Whanau/Parental Leave**

16.1 The provisions of the Parental Leave and Employment Protection Act 1987 and the Parental Leave and Employment Protection (Paid Parental Leave) Amendment Act 2002 will apply.

## **17 Domestic Violence Victims Protection Act 2019 Leave**

17.1 The provisions of the Domestic Violence Victims Protection Act 2019 will apply.

## **18 Wehenga Kooti Karauna/Jury Service/Witness Leave**

- 18.1 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.
- 18.2 An employee called for jury service shall advise the employer as soon as practicable.
- 18.3 Where the employee is required to serve on a jury and the option of making application for exemption is not exercised, the employee shall be granted paid jury service leave for up to a maximum of 5 days. Any additional days beyond the first 5 days leave can be taken as annual leave or leave without pay.
- 18.4 While the employee is receiving paid jury service leave, the employee upon receipt of payment from the Court for jury service shall pass this payment onto the employer but may retain expenses. Where annual leave or leave without pay is granted, or where work attendance is not affected by the jury service, the employee may retain the juror's fees and expenses paid.
- 18.5 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.
- 18.6 Where an employee is required to be a witness in a matter arising out of their current employment, they shall be granted paid leave at the relevant daily pay. The employee is to pay any fee received to the employer but may retain expenses.

## **19 Wehenga Mahi Tūroa/Long Service Leave**

- 19.1 A full time or part time Employee shall be entitled to special holidays as follows:
- (i) The Employee is entitled to a one off extra 2 weeks of leave after 10 years continuous employment to be taken during the 11<sup>th</sup> year of employment.
  - (ii) One special holiday of two weeks after the completion of 15 years and before the completion of 25 years of continuous service with the same employer.
  - (iii) One special holiday of two weeks after the completion of 25 years and before the completion of 40 years of continuous service with the same employer.
  - (iv) Such special holidays must be taken within the respective periods specified above and shall be forfeited unless taken within these periods.
- 19.2 All special holidays provided for in clause 18.1 should be at the same basis of average earnings as applies to Annual leave and may be taken in one or more periods and at such time or times as may be agreed by the employer and the Employee.
- 19.3 If an Employee who has become entitled to a special holiday as above, leaves the employment before the holiday has been taken, payment for the holiday shall be made.
- 19.4 For those employees where superior entitlements to these were available, such entitlements shall be retained by the individuals concerned.

## **20 Huihuinga o Te Rūnanga o Aotearoa/NZNO Meetings**

- 20.1 Union members shall, in each calendar year, be entitled to up to at least two union meetings (each of a maximum of 2 hours duration) without loss of ordinary pay, provided that each of the following conditions is fulfilled:
- 20.1.1 At least 14 days' notice of the meetings shall be given.
  - 20.1.2 Work shall resume as soon as practicable after the finish of the meeting. The employer shall not be obliged to pay any union member for a period greater than two hours in respect of any union meeting.
- 20.2 Only union members who actually attend a union meeting during their working hours shall be entitled to pay in respect of that meeting and to that end the union shall supply the employer with a list of members who attended and shall advise the employer of the time the meeting finished.
- 20.3 The union shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.

Note: The provisions contained in this clause are inclusive of and not in addition to the provisions of section 26 of the Employment Relations Act 2000.

## **21 Mana Tautoko Te Rūnanga o Aotearoa/NZNO Right of Entry**

- 21.1 The authorised union representative shall be able at all reasonable times to be upon the premises for purposes related to the employment of its members and/or the union's business, in accordance with Sections 20 and 21 of the Employment Relations Act 2000.
- 21.2 A representative of a union exercising the ability to enter a workplace must, at the time of the initial entry and, if requested by the employer or a representative of the employer or by a person in control of the workplace, at any time after entering the workplace,—
- (a) give the purpose of the entry; and
  - (b) produce —
    - (i) evidence of his/her identity; and
    - (ii) evidence of his or her authority to represent the union concerned.
- 21.3 If a representative of a union exercises the ability to enter a workplace and is unable, despite reasonable efforts, to find the employer or a representative of the employer or the person in control of the workplace, the representative must leave in a prominent place in the workplace a written statement of—
- (a) the identity of the person who entered the premises; and
  - (b) the union the person is a representative of; and
  - (c) the date and time of entry; and
  - (d) the purpose or purposes of the entry.

- 21.4 Nothing in subclauses 20.1 to 20.3 allows an employer to unreasonably deny a representative of

a union access to a workplace.

## **22 Ngā Karere o Te Rūnanga o Aotearoa / NZNO Delegate /Workplace Representative**

22.1 The employer shall recognise the delegate(s) who are elected by the employees and endorsed by the union as the representatives of the union.

22.2 Delegates shall endeavour to involve management at an early stage in the case of problems or disputes brought to the delegate's attention which need to be resolved. It is recognised delegates have the ability to seek advice from NZNO prior to involving management.

## **23 Turanga Whanau Whakapakaritanga Te Rūnanga o Aotearoa/NZNO Employment Relations Education Leave**

The Employer shall grant leave on pay for employees' party to this SECA to attend courses authorised by NZNO to facilitate the employee's education and training as employee representatives in the workplace.

FTE eligible employees as at 1 March each year	Maximum number of days of employment relations education leave that we are entitled to allocate as a union
1 – 5	3 days
6 – 50	5 days
51 – 280	1 day for every 8 FTE eligible employees or part of that number
281 or more	35 days per annum for the first 280 full time equivalent employees covered by this SECA plus a further 5 days for every 100 FTE there after eligible employees or part of that number that exceeds 280

For the purposes of this clause, calculating the number of full-time equivalent eligible employees employed by an employer –

- (a) an eligible employee who normally works 30 hours or more during a week is to be counted as 1;
- (b) an eligible employee who normally works less than 30 hours during a week is to be counted as one-half.

The NZNO shall send a copy of the programme for the course and the name of employees attending at least 14 consecutive days prior to the course commencing.

The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.

The provision of Part 7 of the Employment Relations Act 2000 shall apply where any provision or entitlement is not provided for, or is greater than specified above.



## **24 Kōrerorero Tiaki Whakahaere puta ke/ Consultation and Management of Change**

### **24.1 Management of Change**

24.1.1 Consultation between the employer, its employees and the union is essential on substantive matters of mutual concern and interest. Effective communication between the parties will allow for:

(a) improved decision making greater cooperation between employer and employees; and

(b) a more harmonious, effective, efficient, safe and productive workplace. The employer recognises the role of the employee's staff delegate and the NZNO in assisting in the positive Management of Change.

24.1.2 Prior to the commencement of any significant change to staffing, structure or work practices, the employer will identify and give reasonable notice to employees who may be affected and to the NZNO to allow them to participate in the consultative process so as to allow substantive input.

24.1.3 Where an employer receives an indication of potential significant changes, they undertake to advise staff and the NZNO as soon as practicable of the possibility of these changes.

### **24.2 Consultation**

24.2.1 Consultation involves the statement of a proposal not yet finally decided upon, listening to what others have to say, considering their responses and then deciding what will be done. Consultation clearly requires more than mere prior notification.

24.2.2 The requirement for consultation should not be treated perfunctorily or as a mere formality. The person (s) to be consulted must be given sufficient opportunity to express their view or to point to difficulties or problems.

24.2.3 If changes are proposed and such changes need to be preceded by consultation, the changes must not be made until after the necessary consultation has taken place. Both parties should keep open minds during consultation and be ready to change. Sufficiently precise information must be given to enable the person (s) being consulted to state a view, together with a reasonable opportunity to do so – either orally or in writing.

24.2.4 Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.

24.2.5 The consultation process will give employees affected, or likely to be affected, by any significant change to staffing, structures or work practices, and the NZNO organiser/delegate, the opportunity to put forward their views on any proposals or options developed for change prior to any final decision being made.

24.2.6 The process will generally include, but not necessarily be confined to the following:

(a) Management will meet with employees likely to be affected and the NZNO organiser/delegate to outline the possibility of change, looking at the current situation and the future, given the factors that could give rise for the change.

- (b) Management will develop a plan or proposal with options that include possible implications in relation to staffing changes.
- (c) The plan or proposal will be circulated to employees likely to be affected and the NZNO organiser/delegate, with a request for submissions within a reasonable and specified timeframe. Alternative proposals or options should demonstrate that the objectives could be met. Management will meet with employees and the NZNO organiser/delegate for clarification of issues arising from the plan or proposal.
- (d) Once submissions have been considered, management will make the final decision, and work with the NZNO organiser/delegate to finalise the implementation plan.
- (e) It is agreed that consideration will be given and maintained in the Employer's basic rights and obligations to operate the business in an efficient, businesslike, safe and professional manner.

## **25 Kirimini Hapanga/Redundancy**

- 25.1 For the purpose of this Agreement, redundancy is defined as a condition in which the employer has staff surplus to requirements because of reorganisation, contractual change or the closing down of all or part of the employer's operation.
- 25.2 The employer shall provide a minimum of four weeks written notice of an impending redundancy to the affected employees and shall endeavour to redeploy affected employees. An employer will endeavour to provide the employee with a longer period of notice that at least reflects the period of notice referred to in the service contract with the relevant funder.
- 25.3 During the period of notice the employee shall be entitled to a maximum of 40 hours for CV preparation, attending job interviews, travel and time attending counselling by agreement with the employer, without loss of pay. These benefits may be increased at the discretion of the employer in consultation with the employee.
- 25.4 The employee made redundant shall be provided with a Certificate of Service stating that employment was terminated as a result of redundancy.
- 25.5 No redundancy compensation shall normally be payable however this is not precluded by agreement.

## **26 Kaimahi Tiakitanga/Employee Protection Provision**

It is recognised Ngati Hine Health Trust will not be contracting out, transferring or selling any part of its business or its services and it is confirmed the insertion of this clause in relation to Ngati Hine Health Trust is made for compliance with the Employment Relations Act only. It must be emphasised that Ngati Hine Health Trust would never agree to sell their iwi, tribe or nation to another group of neighbouring iwi under any circumstances.

- 26.1 Where the employer is contracting out, selling or transferring all or part of the business, including the part of the business where the employee is employed, the following provisions will apply:
  - 26.1.1 The employer shall endeavour to consult the employee about any proposal to sell all or part of the business or to contract out or transfer work before a final decision is made.

- 26.1.2 If the employer decides to proceed with the proposed restructure, it will negotiate with the new contractor/service provider with a view to endeavouring to have the new employer offer the employee employment on the same or substantially similar terms and conditions, including in the same location and with duties within the employee's capabilities, and recognising service as continuous. The employee will be advised of timeframes for such negotiation and/or for the acceptance of any offer of employment and/or of any application process, in a timely manner.
- 26.1.3 The employee is entitled to choose whether or not to accept employment with the contractor/service provider. In the event that the contractor/service provider offers the employee employment in terms of 25.1.2 above, no redundancy situation will arise, and the employee will not be entitled to receive redundancy compensation or additional notice as specified in 24.5 above, whether or not the employee chooses to accept the offer of employment. The employee will be entitled to notice of termination with the employer as specified in this clause.
- 26.1.4 In the event that the contractor/service provider is not prepared to offer the employee employment in terms of 25.1.2 above, the employee will be entitled to notice of termination as specified in clause 34.1 and will remain entitled to the provisions of Clause 24.
- 26.2 The provisions contained in this clause shall not apply where the employer is in receivership or in liquidation.

## **27 Whakaritenga o Nga Whanau Whanui Whanau / Family Friendly Policies**

Employers and employees recognise the value of whanau/family and will endeavour to promote whanau/family friendly policies.

## **28 Kōrero Muna Hei Tiaki/Confidentiality/Public Statements**

- 28.1 As part of their normal duties, the employees will have access to confidential information concerning the employer and clients. This information may include, but is not limited to, business information, trade secrets, transaction details, business, employee or client records, and other confidential information relating to the employer, employees or clients.
- 28.2 Under no circumstances will an employee make use of, divulge or communicate confidential information to any person either during the term of this agreement or at any time after the termination of this agreement.
- 8.3 This shall not prevent registered health professionals from making appropriate ethical/professional disclosures regarding individual patient clinical status and associated legal issues in accordance with the provisions of the Privacy Act 1993. The registered health professional will give the employer prior notification of such disclosures.

## **29 Whakapakaritanga o Te Kaimahi/Professional Development**

The employer and employee are committed to staff education and development.

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Employees will be actively encouraged to attend educational courses relevant to their position/professional/educational development and of benefit to the employer. The employer will endeavour to financially partner with the employee to this end.

- 29.1 The employer shall grant professional/educational development leave of up to 40 hours per calendar year for full time employees (pro-rated to no less than 8 hours per calendar year for part time employees). This leave is to enable employees to prepare a portfolio, complete qualifications, and to attend training relevant to their professional/educational development and relevant to the employer. Prior approval of the employer must be obtained. The approval of the employer shall not be unreasonably withheld.
- 29.2 For those employees where superior entitlements to these were available, such entitlements shall be retained by the individuals concerned.
- 29.3 Paid leave to meet organisational and service requirements, and those HPCA requirements not otherwise addressed in this clause (including staff meetings and in-service training) shall be granted in addition to the above provisions. The employer will meet any associated costs.
- 29.4 Professional/educational development leave will be granted at ordinary time and shall not accumulate from one year to the next.
- 29.5 It is acknowledged that designated senior nurses/midwives may require additional paid opportunities for development.

### **30 Te Tīkanga o Oritenga/Policies and Procedures**

- 30.1 All employees covered by the 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.
- 30.2 The employee will be consulted regarding any additions/amendments to those policies and procedures, where such additions/amendments have a material effect on employees' conditions of employment.
- 30.3 **Leave Without Pay:**  
Leave without pay may be taken by mutual agreement between the employee and the employer.

## **31 Whakaruruhau/Health and Safety**

- 31.1 The employer shall comply with the provisions of the Health and Safety in Employment Act 1992 and subsequent amendments concerning safety, health and welfare matters. The parties to this agreement agree that employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken.
- 31.2 It shall be the responsibility of the employer to ensure that the workplace meets required standards and that adequate and sufficient safety equipment is provided.
- 31.3 It shall be the responsibility of every employee covered by this agreement to work safely and to report any hazards, accidents or injuries as soon as practicable to their supervisor.
- 31.4 It is a condition of employment that safety equipment and clothing required by the employer is to be worn or used by the employee and that safe working practices must be observed at all times.
- 31.5 Attention is also drawn to the employer's policies and procedures on health and safety.
- 31.6 Where there is an Employee Participation Agreement in place, the employer recognises that to fulfil their function health and safety delegates require adequate training, paid time and facilities.

## **32 Mate Whawhati Tata/Accidents and Injuries**

- 32.1 Where an employee is incapacitated as a result of an accident, and that employee is on earnings related compensation and has an entitlement to sick leave, the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation. This leave shall be taken as a charge against the employee's sick leave entitlement.

## **33 Nga Kākahu Tika/Uniforms and Protective Clothing**

- 33.1 Where an employer requires an employee to wear a uniform, it shall be provided free of charge, but shall remain the property of the employer. This sub clause does not apply in the event that the employee wears their own clothing within broad requirements such as wearing of certain colours.
- 33.2 Suitable protective clothing shall be provided at the employer's expense where the duty involves a risk of excessive soiling or damage to uniforms or personal clothing or a risk of injury to the employee.
- 33.3 Damage to personal clothing – An employee shall be reasonably compensated for damage to personal clothing worn on duty, or reimbursed dry cleaning charges for excessive soiling to personal clothing worn on duty, provided the damage or soiling did not occur as a result of the employee's negligence, or failure to wear the protective clothing provided. Each case shall be determined on its merits by the employer.

## **34 Utu a Wiki/Marama/Tau/Payment of Wages**

- 34.1 Employees will be paid weekly or fortnightly in arrears by direct credit. Where errors, other than overpayment, have occurred as a result of employer action or inaction, corrective payment must be made within three working days of the error being brought to the employer's attention.
- 34.2 Where an employee has taken leave in advance of it becoming due, and the employee leaves before the entitlement has accrued, the employer will deduct the amount owing in excess of entitlement from the employee's final pay.
- 34.3 Deductions may be made from remuneration for any absence due to the default of the employee or for sickness in excess of paid sick leave entitlement or compensatable accident. Any monies owed by the employee to the employer upon termination will be deducted from the employee's final pay.
- 34.4 The employees shall complete timesheets as required by the employer. Wherever practicable any disputed items shall not be changed without first referring it to the affected employee.
- 34.5 In the event of an overpayment of remuneration the employer and employee shall agree on reasonable repayments by deduction from wages / salary, except upon termination where any remaining overpayment may be recovered in full from any monies owed by the employer to the employee. Where agreement cannot be reached following discussion, the employer may deduct the overpayment either in full or by way of instalments provided 10 working days' notice is provided and that any single deduction will not exceed 5% of net pay.
- 34.6 The employer shall endeavour to direct credit payment of wages into the employee's bank account one clear banking day prior to a public holiday.

## **35 Te Whakakāhore Mahi/Termination of Employment**

### **35.1 Notice Period**

Either party may terminate the employment agreement with four weeks written notice, unless otherwise negotiated with the employer. Agreement for a shorter notice period will not be unreasonably withheld. When the agreed notice is not given, the unexpired notice may be paid or forfeited by the party failing to give the agreed notice.

This shall not prevent the employer from summarily dismissing any employee without notice for serious misconduct.

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

## **36 Mauri Tu kei Whakaiti Tangata/Harassment Prevention**

- 36.1 The parties recognise that harassment in the workplace is totally unacceptable. It is the

responsibility of the employee to familiarise themselves with the relevant policy on harassment and the responsibility of the employer to communicate the extent of this policy and make it accessible to all employees.

- 36.2 Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence and other forms of intimidating behaviour.
- 36.3 Harassment complaints will be taken seriously and the employer undertakes to address these with sensitivity and impartiality.

## **37 Whakatau te Rangimarie/Resolution of Employment Relations Problems**

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 negotiating new terms and conditions of employment.

In relation to Maori and Iwi Providers for the resolution of Personal Grievances, the Korero Tahi Kaupapa will be encouraged in the first instance (see Appendix 4).

Where an Employment Relationship Problem arises the parties will in the first instance seek to resolve it between the immediately affected parties. Further to this:

- (a) The employee is entitled to seek representation at any stage during the process. Help with an employment relations problem is available from within the work place (employee manager) or outside the workplace (Department of Labour 0800 800 863), or a union, an advocate or a lawyer.
- (b) If the matter is unresolved either party is entitled to seek mediation from the Labour Department or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)

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 discriminated against his/her employment; or
- (d) has been sexually harassed in his/her employment; or
- (e) has been racially harassed in his/her employment; or
- (f) has been subjected to duress in relation to union membership.

If the employment relationship problem is a personal grievance, the employee must raise the

grievance with the employer within a period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, whichever is the latter.

Where any matter comes before the Authority for determination, the Authority must direct the matter to mediation in the first instance. Where mediation has failed or been deemed inappropriate in the circumstances, the Authority will then have the power to investigate the matter.

If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the Authority for the resolution of this grievance or a complaint under the Human Rights Act 1993, but not both.

### **38 Te Tangohanga Putea Uniana/Deduction of Union Fees**

The Employer shall deduct employee NZNO fees from the wages/salaries of employees when authorised in writing by members and shall remit such subscriptions to the NZNO at agreed intervals.



## **APPENDIX 1**

### **MEMORANDUM OF UNDERSTANDING**

#### **COMPLETENESS**

The parties acknowledge that some terms and conditions may continue to exist for Employer Party workplaces outside of this SECA. While they may continue at the discretion of the relevant Employer during the term of this Agreement, the parties agree that any terms and conditions not otherwise expired or addressed by this SECA and which are discovered during the term of this SECA, shall not continue in the next Agreement unless explicitly agreed by the parties through variation during the term of this SECA or negotiation for the subsequent one.

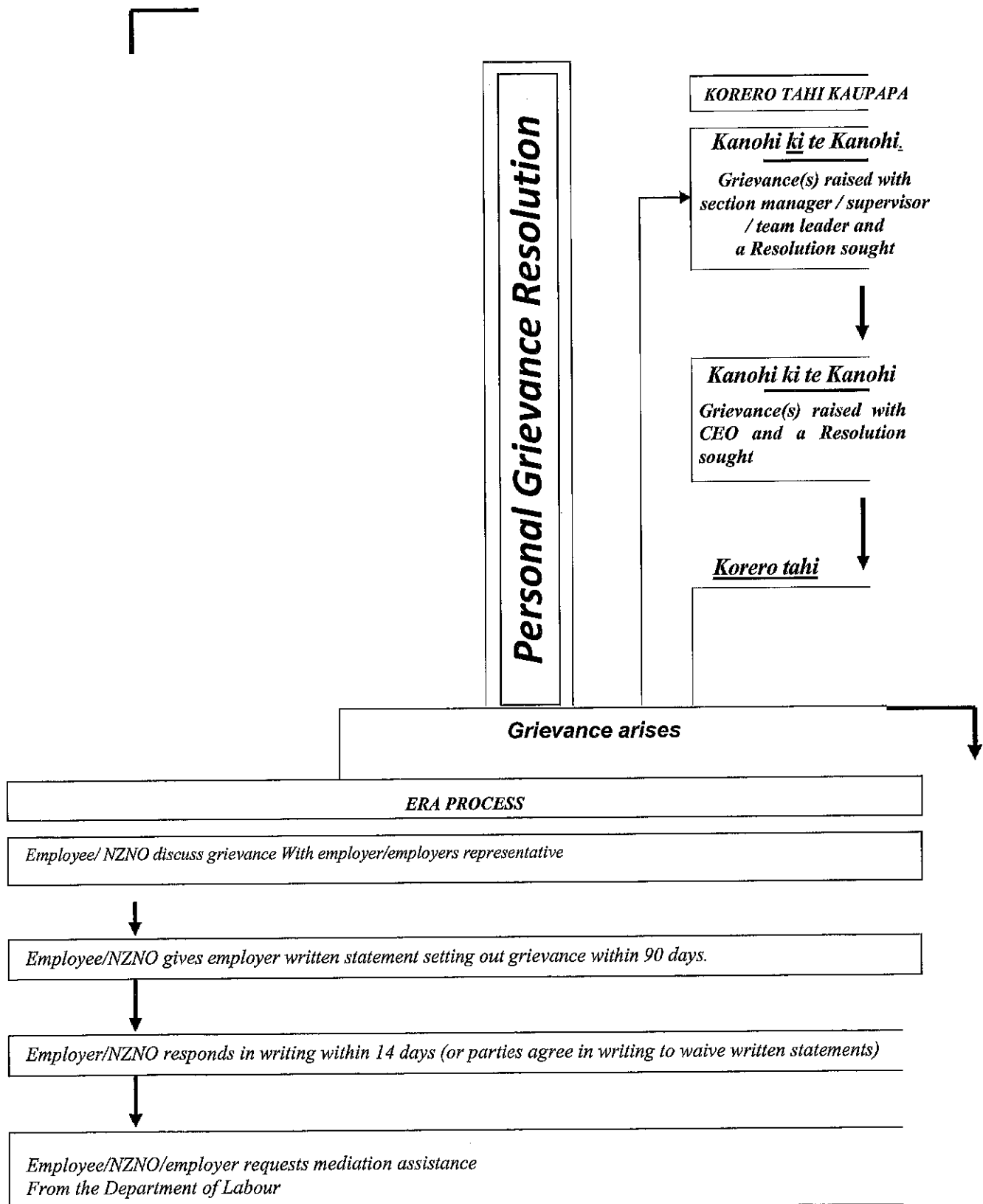
### **MEMORANDUM OF UNDERSTANDING JOINT LOBBYING**

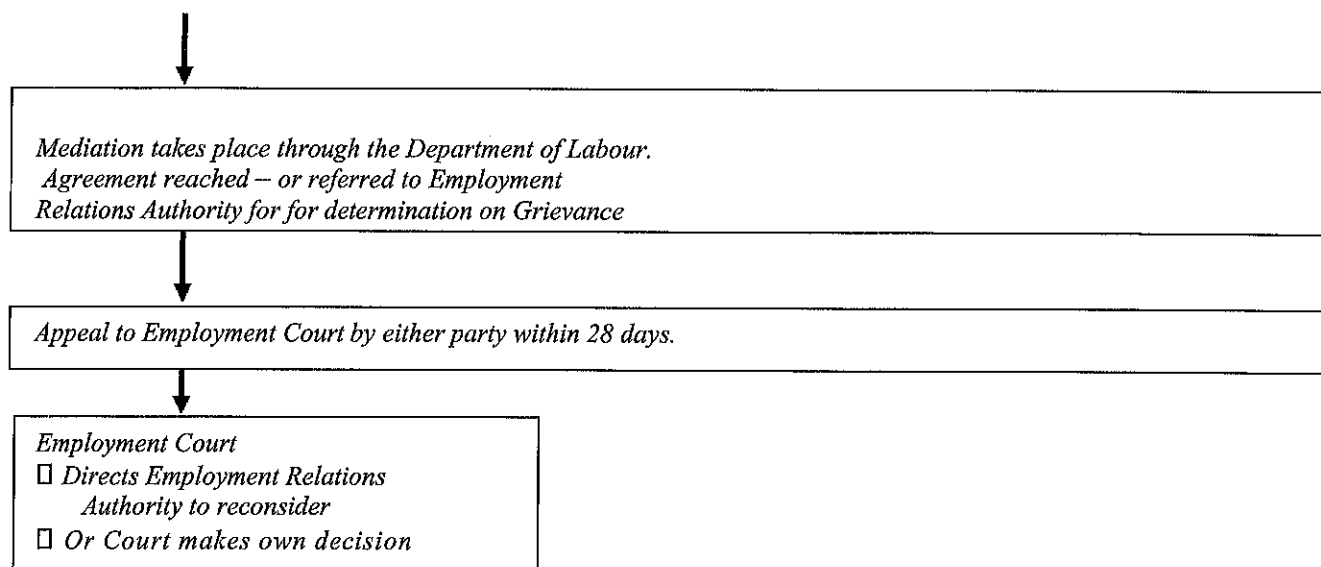
The parties to this SECA are committed to achieving DHB pay parity for the employees covered by this SECA. There is agreement to form a joint NZNO/Employer team to actively lobby the appropriate stakeholders to achieve the necessary funding to attain pay parity. Should additional funding be achieved in this regard during the term of this SECA the parties agree to resume negotiations forthwith.

## APPENDIX 2

### GRIEVANCE PROCEDURE

(Employment Relations Act 2000 Part 9 & Korero tahi Kaupapa)





***Hui A Whanau***

*Parties to Grievance(s) come  
together With kuia, kaumatua  
and whanau on marae to Korero  
and resolve grievance*

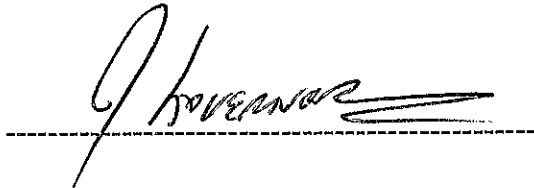
## APPENDIX 3

Signed this 20th day of March 2022



AUTHORISED Representative of the NZ NURSES ORGANISATION

Signature:

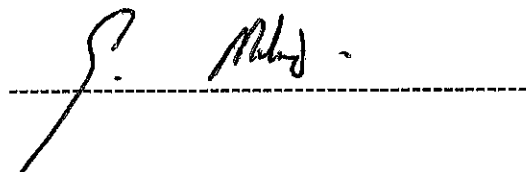


Name

Julie Governor

AUTHORISED Representative of the Ngati Hine Health Trust

Signature



Name

Geoff Milner

