

WAIHEKE HEALTH TRUST and Waiheke Health Ltd

NZNO / PSA

COLLECTIVE EMPLOYMENT AGREEMENT

1 June 2022 to 31st May 2024



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COLLECTIVE AGREEMENT

1.0 PARTIES

1.1 The parties to this Agreement shall be:

- a) Waiheke Health Trust and Waiheke Health Ltd
- b) New Zealand Nurses Organisation hereinafter referred to as the ("Union") or Unions as appropriate
- c) Public Service Association hereinafter referred to as ("the Union") or the Unions as appropriate.

1.2 Employees Bound

This agreement shall cover employees as defined in the coverage clause who are or become members of the NZNO or PSA.

All new employees employed after the date of signing of this Agreement, whose work comes within the coverage clause, will for the first 30 days of their employment, be employed on terms and conditions in this Agreement and any other terms where authorised by the Employment Relations Act, which are not inconsistent with this Agreement. Where the new employee is not a member of the Union, the employer will inform the employee that:

- a) this agreement exists and covers their work;
- b) they may join the Union;
- c) how to contact the Union;
- d) if the employee joins the Union, the employee will be bound by this collective agreement.

The employer will give the employee a copy of this collective agreement and notify the Union of the name of the Employee.

If an employee is not a member of the PSA or the NZNO, within 10 days after the employee commences employment with the employer, the employer must give the employee a form along with any other specified information provided by the NZNO or the PSA about the role and function of either the PSA or the NZNO if requested by the union.

Unless the employee objects to the provision of their personal information to the NZNO or the PSA, the employer will provide the name, email address, mobile number and the approved form of the employee to both the NZNO and the PSA.

NZNO	nurses@nzno.org.nz	0800283848
PSA	psanewstarts@psa.org.nz	0508367772

Where any employee is engaged in work within the areas covered by this agreement by the employer and there is no classification / rate provided in this agreement for that work, the parties shall negotiate and the agreement shall be varied so as to incorporate an appropriate classification / rate.



1.3 Variation Clause

Any or all of the provisions of this collective agreement may be varied by agreement between the parties. Variations will be ratified by union members affected by the changes, using the appropriate union ratification procedure.

Where agreement on a variation is reached between the parties, the variation will be set out in writing and be attached to the collective.

2.0 INTERPRETATIONS

“Full time employee” means a permanent employee who is engaged to work for 40 hours/week or 80 hours/fortnight.

“Part time employee” means a permanent employee who is engaged to work for a guaranteed minimum of less than 40 hours/week or 80 hours/fortnight but not less than 4 hours/week

“Casual employee” means an employee who has no set hours or days of work and normally is engaged to work as and when required and not on a regular basis. There is no obligation on the part of the casual employee to accept employment.

“Duty” means a period of service required to be given by an employee during any one 24 hour period, and shall be no less than 3 hours and no greater than 9 hours except as provided by clause 4.4 and at Waiheke Oranga Urgent After Hours a duty of not less than 2 hours may be worked.

“Roster” means a list of employees and their duties over a period of time.

“Working week” means the week that starts and ends at 2400 hours each Sunday.

“Base salary” means the annual salaries provided for in this agreement and part time employees shall be paid pro rata the appropriate salary.

“Divisor for annual salaries” means the method of calculating the normal hourly rate of pay of an employee as provided in the applicable Appendix to this agreement.

“Temporary Employee” means an Employee whose term of employment is fixed by agreement prior to commencement. Temporary employment agreements shall be used only to cover specific situations of a temporary nature (e.g. to fill a position where the incumbent is on study or parental leave) or where there is a task of finite duration. Temporary employment agreements, while justified in some cases to cover situations of a finite nature, shall not be used to deny staff security of employment.

“Union Delegate” means an employee duly recognised as spokesperson by a group of employees who is nominated by the Employees Organisation and who is elected to act on the organisation’s behalf. The names of such delegates shall be advised to the employer by the Employees Organisation.



“Consecutive duties” means duties undertaken between Monday and Friday and excludes days off and weekend rostered duties.

“Ordinary time hourly rate of pay” shall be 1/2080, 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 rate of pay.

3.0 TE TIRITI O WAITANGI

3.1 Waiheke Health Trust affirms Te Tiriti o Waitangi/Treaty of Waitangi as the constitutional basis of partnership between Māori and the Crown, and the unique status of Māori as Tangata Whenua of Aotearoa/New Zealand.

3.2 Waiheke Health Trust Tiriti obligations to Māori employees will mean that, as part of the definition of a good employer, Waiheke Health Trust will provide a culturally safe working environment that supports and does not invalidate cultural beliefs, aspirations and practices of its employees, particularly Māori; and the aims and aspirations of Māori; and the employment requirements of Māori; and the need for greater involvement of Māori as employees of Waiheke Health Trust.

4.0 APPLICATION AND OCCUPATIONAL GROUPS

Community Health Nurses / Midwives

Practice Nurses

Nurse Practitioners

Nurse Prescribers

Social Workers

Radiographers

Administrative / Clerical Workers

Occupational Therapists

Health Care Assistants (HCA)

4.1 Any other Employees substantially employed in one of the above occupational groups who may from time to time use an alternative title who are employed by Waiheke Health Trust

4.2 The special terms and conditions detailed in Category 1 shall apply only to Community Health Nurses/Midwives listed in Appendix 1 to this agreement.

4.3 The special terms and conditions detailed in Category 2 shall apply only to Social Workers and Occupational Therapists listed in Appendix 1 to this agreement.

4.4 The special terms and conditions detailed in Category 2 shall apply only to Radiographers listed in Appendix 1 to this agreement.

4.5 The special terms and conditions detailed in Category 3 shall apply only to Administrative/Clerical Workers listed in Appendix 1 to this agreement.

4.6 This agreement may be varied by agreement between the employer, the union parties and all employees directly affected by such variations. Such agreements shall be in writing and signed by parties.

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5.0 HOURS OF WORK REQUIREMENTS

5.1 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 and these written hours of work requirements shall be provided to the employee.

5.2 Hours of work requirements shall reflect actual hours of work deemed by the employer to be necessary to deliver the service and shall be specified in terms of:

- a) the times of the day for which an employee is required to be available for the ordinary hours of work, and
- b) the days of the week for which an employee is required to be available for the ordinary hours of work, and
- c) any overtime or on call requirements or opportunities

and shall comply with all the applicable provisions of this agreement.

5.3 Permanent hours/shifts and/or days of work may only be varied by agreement between the employee and employer and confirmed in writing.

5.4 Split shift refers to a situation where the ordinary hours of work on a Saturday, Sunday or Public Holiday are split into two periods of work separated by one period of time spent off duty.

- a) The split shift shall include no more than two separate periods of work and a minimum of three hours pay for the morning shift and two hours pay for the evening shift, and
- b) An employee working a split shift shall be entitled to a split shift allowance of \$50 for each split shift worked.

6.0 MEAL AND REST BREAKS

6.1 Except when required for urgent or emergency work and except as provided in clause 5.4 below, no employee shall be required to work for four to six hours continuously without being allowed a meal break of not less than half an hour.

6.2 Where an employee works a shift of four - six hours they are entitled to a 10 minute rest break and 30 minute unpaid meal break. Timing of this meal break will be by agreement.

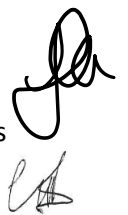
6.3 Employees who work 6 hours or more in a day are entitled, within each working day, to two paid 10 minute rest breaks and an unpaid meal period of at least ½ hour.

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

6.5 During the meal or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer.

7.0 MINIMUM BREAKS

7.1 A break of at least nine continuous hours must be provided between any two periods of duty.



- 7.2 If a break of at least nine continuous hours cannot be provided between the two periods of duty, the period of work is to be regarded as continuous until a break of at least nine continuous hours is taken and it shall be paid at the overtime rate.
- 7.3 Time spent off duty during ordinary hours of work solely to obtain a nine hour break shall be paid at the ordinary hour rate paid. Any absence after the 9th continuous hour of such a break if it occurs during the ordinary hours of work, shall be treated as a normal absence from duty.

8.0 OVERTIME RATES

- 8.1 All time that is actually worked in excess of 8 hours per day or the rostered duty whichever is greater, or 40 hours in the applicable week by either a full time or part time employee shall be paid at one and one half times the normal hourly rate of pay (T1.5) for the first three hours and double (T2.0) the normal hourly rate of pay thereafter. Overtime will be calculated on a daily basis.
- 8.2 Prior approval for overtime shall be sought from management where overtime is anticipated. Where, because of clinical demand overtime cannot be sought in advance, management must be notified as soon as practicable.
- 8.3 An employee who works authorised overtime may as an alternative to payment choose to take time off at the ordinary rate equivalent to the extra time worked, at the convenience of the employer provided that:
- a) Prior management approval is obtained to take time off equivalent to the extra time worked as an alternative to payment; and
 - b) The extra time worked and equivalent time taken off is accurately recorded and individually authorised on an employee's time sheet.

9.0 PENAL RATES

- 9.1 All time that is worked between 2400 hours Friday and 2400 hours Sunday shall be paid at time and a half (T1.5) – PROVIDED however that overtime and penal time shall not be paid in respect of the same hours worked by an employee.
- 9.2 Where an employee is rostered to work on a weekend or public holiday and no work is available, the employee shall be paid a minimum of two hours at their ordinary time rate of pay. Penal time rates shall not be paid where this minimum payment applies.

10.0 AVAILABILITY FOR CALL BACK

- 10.1 No employee is required to work beyond their rostered shift/hours of work. Where an employee for the purposes of providing urgent and necessary clinical care agrees to be available for call back they shall receive a \$50 allowance for this availability in each 24 hour period with approval from management.
- 10.2 An employee shall be paid for a minimum of two hours, or for actual working and travelling time, whichever is the greater, at the appropriate rate, when the employee:
- a) is called back to work after completing the days work and having left the place of employment or

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- b) is called back before the normal time of starting work and does not continue working until such normal starting time.

11.0 TIMEKEEPING

- 11.1 Each employee will maintain such time recording system as the employer may provide to accurately record hours worked and any absence from work duties.

12.0 REMUNERATION

- 12.1 On appointment the employer may place an employee on any step of the relevant salary grade as set out in the applicable Appendix taking into account the following factors:

- a) previous paid work and other relevant experience
- b) relevant qualifications
- c) the degree of responsibility, specific skills and experience required for the position

- 12.2 Each employee's salary shall be calculated and paid fortnightly in arrears by direct credit to the employee's nominated bank account and a salary slip is available online.

- 12.3 Subject to the provision of this agreement, deductions may be made from salary due to an employee for time lost through sickness, accident, absence or default and deductions arising from such circumstances in one pay period may be made from the next pay period and by agreement from subsequent pay periods.

- 12.4 Deductions shall be made from salary through legal orders, and an employee an employer may agree in writing that deductions for any other purpose may be made.

- 12.5 The agreed divisor for salary calculations shall be 2080.

13.0 HIGHER DUTIES ALLOWANCE

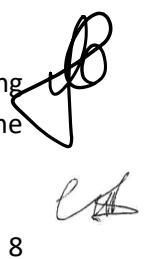
- 13.1 Subject to the conditions prescribe in clause 12.2 hereof a higher duties allowance shall be paid to an employee who is temporarily appointed to perform the duties and carry the responsibilities of a position of a class or grade higher than the employee's own. In absence of the Nurse Lead and/or Practice Manager an employee shall be appointed to act up and shall receive the applicable allowance.

- 13.2 The higher duties allowance payable shall be the difference between the current salary of the employee prior to the temporary appointment and the minimum salary the employee would receive if permanently appointed to the higher position PROVIDED HOWEVER that the payment shall be made only if the employee performs the duties of the higher position for a period of five or more consecutive duties or working days.

- 13.3 An employee engaged in one full day or full shift on higher duties shall be paid an allowance of \$24 per shift where the employee is designated and authorised by the manager.

14.0 REFUND OF PRACTISING CERTIFICATE FEE

- 14.1 Where an employee is required by law or by the Employer to hold an annual practising certificate in order to practice that profession with the employer, the cost of the certificate shall be refunded provided that:



- a) it must be a statutory/employer requirement that a current certificate held for the performance duties, and
- b) the employee must be engaged in duties for which the holding of a certificate is a requirement.

15.0 REIMBURSEMENT OF EXPENSES ON EMPLOYER BUSINESS

15.1 With the prior approval of the employer actual and reasonable expenses shall be reimbursed provided those expenses were incurred while on the business of the employer.

16.0 MAINTENANCE OF PROFESSIONAL STANDARDS/WORK PRACTICES

16.1 The employer shall provide professional supervision at not less than three monthly intervals to enable the employee to maintain professional standards/work practices.

16.2 The employer shall arrange for formal reviews of professional standards/work practices with each individual employee at not less than twelve monthly intervals to assess the employee's achievement of the goals of the position as set out in the job description or as otherwise specified in writing.

16.3 The review shall record recognition of competence on the job, identify areas of under performance, and propose training and/or counselling assistance that will enhance the skills required to achieve the required levels of competence.

17.0 PUBLIC HOLIDAYS

17.1 Public holidays shall be observed in accordance with the provisions of the Holidays Act 2003 and where each such day of observance falls on a day worked by an employee that employee shall be entitled to an alternative day to be taken at a later date as agreed between parties within a 12 month period. The employer will not be unreasonable in applying this 12 month period.

17.2 Where an employee is required to work on a public holiday as part of his/her normal hours of duty, he/she shall be paid at double the hourly rate of pay (T2).

17.3 Employees are entitled to cash up these alternate days if not used within a 12 month period.

17.4 Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003. Payment for alternative holidays is based on the relevant daily pay of the employee for the day on which the alternative holiday is taken.

18.0 ANNUAL LEAVE

18.1 Subject to the provisions of this clause employees shall be granted annual leave in accordance with the terms of the Holidays Act 2003 on completion of each service year as follows:

- a) with under five years service 22 working days
- b) with five or more years service 25 working days

18.2 For the purposes of this clause, the service of an employee shall be deemed to comprise all periods of relevant employment with the New Zealand Public Health Service (i.e. District Health Boards, subsidiaries or Community Health Trusts



substantially funded by the DHB), or as a practice nurse of Plunket nurse within New Zealand of at least 12 months' duration, except where previous service has been paid out through a redundancy agreement or invalidated by a break in employment of more than three months with the Health Service.

- 18.3 The employer may permit any unused annual leave entitlement to be carried over into the subsequent leave 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. The employer shall supply to each employee at end of each six month period, the annual leave balance and the method of calculation.
- 18.4 Every part time employee shall be entitled to annual leave pro rata as prescribed and salary during leave will be paid for the employee's actual working hours at average earnings.
- 18.5 Casual employees have no entitlement to annual holidays but shall receive 8% of their gross taxable earnings in lieu of annual leave to be paid out at the end of each period of engagement.
- 18.6 Social Workers – as well as the provisions of clause 17, outlined above, social workers may be granted one week's additional annual leave per year if they have worked more than 40 hours in excess of the normal working hours in the proceeding year and not been paid for these hours. Eligibility for the additional leave will be assessed retrospectively at the end of the employers leave year.

19.0 SICK LEAVE

- 19.1 From appointment the employee will be entitled to 10 days per annum ordinary pay (ie T1 rate) with a maximum accumulation of 260 working days.
- 19.2 The production of a medical certificate or other evidence of illness may be required by the employer.
- 19.3 Part-time employees are entitled to 10 days per annum (from 24 July 2021) sick leave entitlement (in days) but when they are absent due to sickness they are to be paid only for the hours they would have worked.
- Allocation of each six month component of sick leave will be based on the previous six months ordinary hours worked at average earnings. This calculation will reflect any extension to ordinary hours worked by the employee in providing cover for another employee.
- 19.4 Casual employees have an entitlement to sick leave if meeting the provisions specified in the Holidays Act 2003.
- 19.5 At the employer's discretion an employee may be granted anticipated sick leave.

20.0 DISCRETIONARY LEAVE

Pandemic Leave

Where an employee is ordinarily able to work but is directed to be tested or to self-isolate by the employer or by public health officials under the public health guidelines that could have a detrimental effect on others and therefore not able to attend work then the employer may, at its discretion either place the employee on suitable alternative duties or direct the employee to take leave on full pay which will not be charged against the employee's leave entitlements.



NB: The employer will use its best endeavours to seek leave support payments for the employee that may be available from time to time from Work and Income New Zealand or other Government funding sources in order to subsidise the payment to the employee for the leave taken.

21.0 DOMESTIC LEAVE

- 21.1 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.
The production of a medical certificate or other evidence of illness may be required.

22.0 BEREAVEMENT LEAVE

- 22.1 In the event that the employee suffers a bereavement the employee shall be allowed leave on pay to discharge any obligation and/or to pay respects to the deceased person with whom the employee has had an association. Such obligations may exist because of blood or family ties or close association or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent)
- 22.2 The length of time off for bereavement leave shall in each case be at the discretion of the employer who shall administer these provisions in a culturally sensitive manner.
- 22.3 Casual employees shall have an entitlement to bereavement leave if meeting the provisions specified in the holidays act 2003. Casual employees can use bereavement leave if:
- a) They have worked for the employer continuously for six months or:
 - b) They have worked for the employer for six months for and average of 10hours per week, and at least one hour in every week or 40 hours in every month.
- 22.4 Each employee gets bereavement leave for a minimum of:
- a) Three days per death if a spouse or partner, parent, child, sibling, grandparent, grandchild, or spouse or partner's parent dies and for miscarriage or still birth, whether the employee, the employees partner, former partner, primary carer or the partner of the primary carer in accordance with the appropriate legislation
 - b) One day on the death of another person if their employer accepts they have had a bereavement. This is based on: how close they were with the deceased person; whether they have to take a lot of the responsibility for all or any of the arrangements for the ceremonies relating the death; or if they have any cultural responsibilities in relation to the death.
- 22.5 Employees need to tell their employer as soon as possible when they have a bereavement they want to take leave for.
- 22.6 Hura kohatu (unveiling). An additional 3 days paid Tangihanga Leave to perform duties in relation to Hura Kohatu.

23.0 TE TIRITI CULTURAL LEAVE

Whanau/Hapu Hui/Wananga or Cultural Obligations. All Māori staff members shall be entitled to paid leave of up to 5 days per annum for the purpose of attending Māori Hui such as:



Land court hearings concerning land issues of the staff members iwi
Marae working bees of an obligatory nature
Hui Raupatu (Hui regarding land claims)
Iwi committee elections.

After each 5 years of service with the (employer) all Māori staff are entitled to take up to 3 month's leave without pay with job protection for the purposes of connecting with or contributing to their iwi and/or Te Reo Māori. This leave will be taken at one time within the following five year period. This leave without pay interrupts but does not break service. The normal procedure for applying for leave without pay applies.

24.0 PARENTAL LEAVE

24.1 Parental leave shall be granted in accordance with the provisions of the Parental Leave and Employment Protections Amendment Act 2016.

24.2 Lump Sum Payment

Where an employee, who is entitled to parental leave for up to 12 months, returns to duty before or at the expiration of leave or extended leave and completes a further six months service, they qualify for a payment equivalent to thirty days leave on pay, that is at the rate applying for the thirty working days immediately following their ceasing duty. Provided that, if both male and female partners are employed in the Trust's service and are eligible for the payment then they are entitled to one and only one payment, and they may choose (after they have qualified) who will receive it. 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.

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

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

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

24.4 When returning to work from a period of time off work on parental leave, holiday will be calculated at average weekly earnings or ordinary daily pay whichever is greater.



25.0 JURY SERVICE LEAVE

- 25.1 If the employee is obliged to undertake jury service the difference between the fees (excluding reimbursing payments) paid by the Courts and the employee's ordinary rate of pay shall be made up by the employer provided that:
- a) the employee produces the Court expenses voucher to the employer and
 - b) the employee returns to work as soon as practicable on any day or part day not actually serving on a jury.

26.0 WITNESS LEAVE

- 26.1 Any employee required to attend any Court or disciplinary hearing as a direct consequence of any incident arising out of the ordinary work of the employee shall be granted leave on pay (T1 rate).

27.0 UNPAID LEAVE

- 27.1 Leave without pay may be granted at the discretion of the employer having regard to the position held by the employee, the availability of backup staff, and the timing and period of the proposed leave.

28.0 LONG SERVICE LEAVE

- 28.1 Employees shall accumulate one week's leave for each five years of continuous service. This leave can be taken in five yearly increments (ie: one year's leave every five years). Existing long service entitlements can be converted to the "one week for every five years of continuous service system" effective 1 July 2007. Such long service leave must be taken within the five year period and before the next entitlement (unless otherwise agreed with the employer).
- 28.2 Reduced hours or part-time employees will receive a pro rata reduction of pay during long service leave.
- 28.3 If an employee having become entitled to long service leave, leaves employment with the employer before such leave has been taken, the employee shall be paid in lieu of the leave entitlement at the time of resignation or retirement.
- 28.4 The process for application and payment for taking long service leave is on the same basis as annual leave.

29.0 STUDY LEAVE

- 29.1 The employer will grant employees up to five days study leave pro rata annually to enable them to undertake continuing education to develop/maintain competency, complete qualifications, to attend courses and seminars and to undertake research or projects which are relevant to the work of the employer, and which will facilitate their own professional growth and development. The employee may request their leave balances from their manager.
- 29.2 Paid leave, (or equivalent time in lieu by mutual agreement), to meet the organisational and service requirements shall be granted in addition to the above provisions in clause 29.1. The employer will meet any associated costs including payment for travel time.




30.0 ABANDONMENT OF EMPLOYMENT

30.1 If an employee is absent from work for a continuous period exceeding three days without the consent of the employer or without good cause, then the employee shall be deemed to have terminated their employment unless a satisfactory reason can be given to the employer.

31.0 CHANGE MANAGEMENT

31.1 Regular consultation between the employer, employees and their employee representative is desirable on matters of mutual concern and interest. The aim of consultation is to:

- share information and ideas;
- improve decision making;
- maintain co-operation between the parties;
- ensure a more harmonious, effective, safe and productive workplace.

31.2 Mechanisms established for this purpose will allow input and recommendations to be made to the employer, who will consider these recommendations.

The employer agrees that the employees and their representatives will be advised of any review with adequate time to allow for full input which may result in significant changes to either the structure, staffing or work practices affecting employees. When the implementation of decisions arising from any such reviews will result in staff surpluses the procedures under Staff Surplus shall be adopted.

32.0 STAFF SURPLUS

32.1 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), the employer requires a reduction in the number of employees, or employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of employment 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.

32.2 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 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 unreasonably withheld).



32.3 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 with the Trust

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

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

- a) Attrition
- b) Redeployment
- c) Leave without pay
- d) Enhanced early retirement
- e) Severance

32.5 Restriction on Staff Surplus Options

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 agreement shall require the employer to pay compensation for redundancy to the worker if –

- a) The person acquiring the business or the part being sold or transferred has offered the worker employment in the business or the part being sold or transferred; and
- b) The conditions of employment offered to the worker by the person acquiring the business or the part of the business being sold or transferred are no less favourable than the worker's conditions of employment including:
 - i. Any service-related conditions; and
 - ii. Any conditions relating to redundancy; and
 - iii. Any conditions relating to superannuation – under the employment being terminated.
- 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.

32.6 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.

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

Where the new job is at a lower salary, an equalisation allowance will be paid to preserve the salary of the employee at the rate paid in the old job at the time of redeployment. The salary can be preserved in the following ways:

- a) A lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
- b) An ongoing allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases). The redeployment may involve employees undertaking some on the job training.

32.8 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.

32.9 Employees are eligible for enhanced early retirement if they are within 10 years of the eligibility for National Superannuation and have a minimum of ten years total aggregated service with the employer, and one or more other Trusts of Boards, 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 for any of the above services.

The provisions of clause 31 (retiring gratuities) shall apply and in addition, the employee shall receive the following:

- a) 8.33 percent of basic salary (T1 rate only) for the preceding 12 months in lieu of notice only if such notice has not been given. This payment is regardless of length of service; and
- b) 12 percent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months service; and
- c) 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
- d) Where the period of total aggregated service is less than 20 years, 0.333 percent 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. The total amount paid to employees under this provision shall not exceed the total basic salary (T1 rate only) the employee would have received between their actual retirement and the date of their compulsory retirement.
- e) If the employee has ten years or more years' service, the full retiring gratuity set out in the scale contained in clause 30 shall be paid
- f) Outstanding annual leave and long service leave may be separately cashed up.

32.10 Retraining

Where a skill shortage is identified, the employer may offer a surplus employee retraining to meet the 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.

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 inservice education, block courses or night courses at a technical institute or nursing bridging programmes etc.

32.11 SEVERANCE

Payment will be made in accordance with the following:

- a) "Service" for the purposes of this clause means total aggregated service with the employer, and within the Health Service as defined under clause 17.2 but excludes any service which has been taken into account for the purposes of calculating any entitlement of a redundancy/severance/early retirement or similar payment for any of the above services.
- b) 8.33 percent of basic salary (T1 rate only) for the preceding 12 months, in lieu of notice only if notice has not been given. This payment is regardless of length of service; and
- c) 12 percent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 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 services minus one, up to a maximum of 19; and
- e) Where the period of total aggregate service is less than 20 years, 0.333 percent 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.

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 ten or more years' service, the full retiring gratuity as set out in the scale contained in clause 31.9 shall be paid.
- g) Employees with no less than eight years' service but less than ten years' service, shall be paid two weeks' basic salary (T1 rate only).
- h) Employees with no 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.

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.



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

33.0 RETIRING GRATUITIES

This clause shall apply to all current union members employed as at 23 December 2020.

- 33.1 The employer shall pay a retiring gratuity to staff retiring from the Trust 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 as defined in clause 17.2.
- 33.2 For the purposes of establishing eligibility for a gratuity, total Trust service may be aggregated, whether this be part-time for 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.
- 33.3 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.
- 33.4 Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or estate of employees who died before retirement or who died after retirement but before receiving gratuity. Spouse is defined as a person with whom a marriage agreement has been made or who is in a de facto relationship.
- 33.5 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.
- 33.6 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.
- 33.7 For purposes of calculating the amount of gratuity which the employer may pay the rate of pay on retirement shall be the basic rates of salary or wages.
- 33.8 An employee who is granted leave without pay and who remains in the service of the employer, will, on retirement, have such leave aggregated with other service for gratuity purposes.

33.9 SCALE OF MAXIMUM GRATUITIES

Period of Total Service	Maximum Gratuity
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
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.

34.0 KIWISAVER

The percentage set down in the Kiwisaver legislation will be paid on top of the employees fixed remuneration, including employees up to 70 years of age who are still making contributions to their Kiwisaver account

35.0 HEALTH AND SAFETY

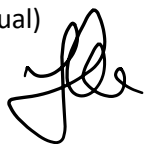
35.1 The employer and the employees shall take all reasonable precautions for the health and safety of all employees and in the event of any employee becoming aware of damage to or faults in any equipment or in the existence of any hazard that may endanger the health and safety of others the employee shall immediately report the same to the employer.

36.0 FAMILY VIOLENCE

36.1 An employee may be affected by family violence. The employer recognises that there is an opportunity to provide support to employees that may help limit some of the harmful effects of family violence.

36.2 An employee experiencing family violence may access up to ten days special leave in any twelve-month period for reasons connected to that violence, such as to arrange alternative accommodation or to attend court.

36.3 Other safeguards and support options are outlined in Waiheke Health Trusts family violence policy statement 5/12/18) refer to GP 21 B WHT Quality Assurance Manual)




37.0 VARIATION OF WORK PATTERNS

37.1 Employees using VDU's for continuous periods in excess of one hour per day shall be entitled to a break of ten minutes performing alternative duties for each period of one hour. These breaks shall be in addition to normal tea and lunch breaks.

37.2 The parties to this Collective Agreement that Ministry of Business, Innovation and Employment recommendations on the operation of Visual Display Units will be followed. In the event of a dispute involving an interpretation of these recommendations an independent employer and employee organisation representative will be asked to mediate.

38.0 UNIFORMS AND CLOTHING

Employees whose duties require the use of protective clothing or the wearing of a uniform shall be so provided by the employer and shall be of a type as agreed between the employer and employees concerned. Such items shall be laundered by the employer.

39.0 CONFIDENTIALITY

39.1 The employee shall not disclose to any person any information concerning the condition or medical history, treatment or other details or any client who is receiving or has received services provided by the employer without the written consent of the client to whom the information relates UNLESS such disclosure is specifically authorised by legislation or when any other employee is entitled to such information because of his/her job.

39.2 The employee shall not at any time discuss or disclose commercial information, processes, materials, costs or secrets relating to any aspect of the employer or its clients, to any person without the employer's express agreement in writing, except as is required in the performance of his/her duties.

39.3 The employee shall upon termination of employment return to the employer any Waiheke Health Trust information held in writing or on computer storage format.

40.0 CONFLICT OF INTEREST


40.1 The employee shall not for the duration of this agreement set up or engage in business or undertake any other employment that:

- a) is prejudicial to the interests of the employer and/or;
- b) utilises any commercial information or property gained during the course of employment with the employer and/or;
- c) adversely affects performance of the employee's job responsibilities without the employers express agreement in writing.

41.0 LEGAL LIABILITY

41.1 The employer agrees to indemnify the employees against actions taken against them by persons suffering damage as a result of acts or omissions of the employees while acting in the course of their employment.

41.2 Where an employee requires legal representation in relation to any action arising under clause 36.1 above, this will be provided and paid for by the employer.

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41.3 Indemnity and legal representation shall not apply to employees acting outside the course and scope of their employment.

42.0 TERMINATION OF EMPLOYMENT

42.1 The employee will be entitled to terminate this agreement at any time upon giving to the employer four weeks' notice (unless a lesser period is agreed in writing – such agreement will not be unreasonably withheld).

42.2 The employer will be entitled to terminate an employee's employment for cause upon giving the employee four weeks' notice (unless a lesser period is agreed in writing) provided however that the employer shall be entitled to terminate the employee's employment at any time without notice in the event of serious misconduct by the employee.

43.0 CODE OF CONDUCT

43.1 The employer undertakes to act as a good employer by providing fair and proper treatment in all aspects of its employee relationships and by conducting all employee activities without regard to the employee's colour, race, ethnic or national origins, sex, marital status, religious or ethical belief, or age as required by law.

43.2 The employees acknowledge that the operations of the employer and the work of the employees are subject to various statutory and regulatory requirements and the employer shall have full discretion and control as to the manner in which the duties of the employees are performed provided there is no infringement of the individual employee's professional responsibility.

44.0 PERSONAL GRIEVANCE PROCEDURE

44.1 A personal grievance means any grievance that the employee has against the employer because of a claim that:

- The employee has been unjustifiably dismissed
- Action the employer has taken disadvantages the employee in their employment or a term of their employment is unjustifiable
- The employee is discriminated against in their job
- The employee is sexually harassed in their job
- The employee is racially harassed in their job
- The employee has been pressured in their job because of membership or non-membership of a union or employees' organisation.

44.2 To raise a personal grievance, the employee should make the employer aware of the problem (verbally or in writing) within 90 days of the personal grievance arising unless:

- The employer consents to the employee raising the personal grievance after 90 days' or
- The employee successfully applying to the Employment Relations Authority ("Authority") for leave to raise the personal grievance after 90 days, in which case the employer must try to mutually resolve the employee's grievance through mediation.




- The employee has 3 years after raising the personal grievance to bring any action arising from it to the Authority or the Employment Court (“Court”).

44.3 If the employer cannot resolve the employment relationship problem with the employee then either or both of them may request help from the Ministry of Business, Innovation and Employment. The MBIE provides mediation services which may include:

- Information about rights and obligations
- Information about services
- Assistance in resolving problems and
- Fixing new terms of employment.

44.4 If the employer cannot resolve the problem at mediation the employee can refer it to the Employment Relations Authority.

44.5 The employee and the employer will comply at all times with the procedures prescribed in this agreement for the peaceful resolution of any personal grievances, differences or disputes that may arise between them.

45.0 DISPUTES PROCEDURE

45.1 The employer aims to provide a fair workplace for the employee. At time the employee may have concerns about their employment and how they are being treated. The employer would like the employee to talk to the employer if this happens.

If the employer cannot resolve things with the employee, the employee can get outside help. The employer has set out the services available to the employee for resolving employment relationship problems.

45.2 An employment relationship problem includes a personal grievance, dispute or other problem relating to employees employment relationship with the employer. It does not include any problem with the fixing of new terms of employment for the employee.

Listed below are examples of employment relationship problems:

- The employee thinks they have been treated unfairly
- A personal grievance
- A breach of the employment agreement
- A dispute over the interpretation, application or operation of the employment agreement
- Unfair bargaining for an individual employment agreement
- A question about whether the employee is an employee or an independent contractor
- A disagreement about arrears of wages or holiday pay, etc.
- The employee not being allowed to attend union meetings or take employment related education leave or
- The employee receiving a warning, or being dismissed.




- 45.3 To help employees solve an employment relationship problem they can contact:
1. Within the Waiheke Health Trust workplace – the Manager.
 2. Outside the Waiheke Health Trust
 - The Ministry of Business, Innovation and Employment (“MBIE”) offers free information and has a free mediation service, which can provide us with assistance in working together and resolving the problem.
 - The employee can contact MBIE on 0800 20 90 20 or www.mbie.govt.nz
 - A union or advocate
 - A lawyer
 - The Human Rights Commission

46.0 UNION ACCESS and DELEGATES RIGHTS

46.1 The Union and its authorised agents shall be entitled to enter at all reasonable times upon the premises to speak with any employee but not so as to interfere unreasonably with the employer’s business.

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

46.2.1 Accordingly paid time off (at ordinary time rates) shall be allowed for recognised employee delegates to attend meetings with management, consult with union members, and other recognised employee job delegates and union officials, to consult and discuss issues such as management of change, staff surplus, representing employees.

46.2.2 Prior approval for such time off shall be negotiated with management to ensure clinical care is adequately covered. Such approval shall not be unreasonably withheld.

42.3 The amount of paid time off and facilities provided shall be sufficient to enable delegates and convenors of delegates (where these positions exist) to give adequate consideration to issues in the workplace. Where recognised activities are required outside working hours prior approval shall be negotiated with management. Such approval shall not be unreasonably withheld. Delegates shall be paid at ordinary rates or granted time in lieu on a time for time basis.

47.0 UNION MEETING

47.1 An employer must allow every union member employed by the employer to attend at least 2 Union meetings per calendar year on ordinary salary rates up to two hours total each meeting.

47.2 The Union must give the employer at least 14 days notice of the date and time of any Union meeting to which subsection (1) applies.

47.3 The employer must make arrangements to ensure that skeleton staffing is maintained during any union meeting so the maximum number of union members is able to attend.

47.4 Work must resume as soon as practicable after the meeting.



48.0 EMPLOYEE EDUCATION LEAVE

48.1 The employer shall grant Employment Relations Education Leave on full pay to Union members to increase the knowledge about employment relations for the purpose of:

- a) Improving relations among Unions, employees and employers; and
- b) Promoting the objects of the Employment Relations Act 2000, especially the duty of good faith.

48.2 Employment Relations Education Leave shall be granted according to the following table:

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
6-50	5
51-280	1 day for every 8 FTE eligible employees or part of that number
281-more	35 days plus 5 days for every 100 FTE eligible employees or part of that number that exceeds 280

48.3 The Union allocates Employment Relations Education Leave to an eligible employee by giving notice to the employee and a copy of the notice to the employer informing both parties that the

- a) Union has allocated Employment Relations Education Leave to the employee, and
- b) The date on which the Employment Relations Education Leave has been allocated for, and
- c) The education proposed to be undertaken during the leave.

The employer must be notified no later than 14 days before the first day of leave. The employer may refuse an eligible employee to take the Employment Relations Education Leave if the employer reasonably believes that the employee taking Employment Relations Education Leave on the dates notified would unreasonably disrupt the employer’s business.

48.4 The provisions contained in this clause are the same as the rights granted under the Employment Relations Act 2000 and are not designed to enhance the rights contained in the Act.

49.0 DEDUCTION OF EMPLOYEE ORGANISATION FEES

Where an employee has authorised in writing deductions of fees for an employee organisation, the employer shall remit such deductions on a bi-monthly basis to the relevant employee organisation together with a list of employees for whom deductions have been made.

50.0 COMPLETENESS

50.1 Except as specifically varied by this agreement, nothing in this agreement shall operate so as to reduce the wages and agreement conditions of employment applying to any worker at the date of this agreement coming into force.



51.0 TERM OF AGREEMENT


51.1 This agreement shall be deemed to have come into force on the 1st day of June 2022 and will expire on the earlier of the following dates:

- a) 31 May 2024, or
- b) Earlier if the NZNO and PSA write to the employer to initiate bargaining for a new collective agreement if a pay equity claim raised under the Equal Pay Act 1972 is settled for any occupations covered by this agreement and funding for the claim is forthcoming to support pay rises.

52.0 PARTIES TO THIS AGREEMENT

The following parties have entered into this Collective Agreement

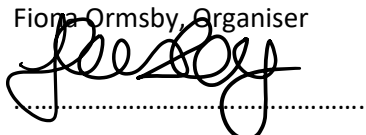
Authorised representative of Waiheke Health Trust

Name Mandy Hudson, Chair Date 30 June 23
Signature 

Authorised representative of the New Zealand Nurses Organisation

Name Carol Brown, Organiser Date 21/06/2023
Signature 

Authorised representative of the Public Service Association

Name Fiona Ormsby, Organiser Date 21/06/23
Signature 

OCCUPATIONAL GROUPS**CATEGORY 1 : REGISTERED, COMMUNITY HEALTH NURSES and MIDWIVES**

Registered Nurse means a person as defined by the HPCA as a Registered Nurse.

Community Nurse means a registered nurse who is engaged in community nursing duties.

Midwife means a person who is registered as a midwife under the HPCA.

Nurse Prescriber is a registered nurse prescribing in primary health and specialty teams practise within the registered nurse scope of practice as defined by the HPCA.

Nurse Practitioner means a person as defined by the HPCA as a Nurse Practitioner.

Hours of Work

Eighty hours shall be the ordinary hours of work of a nurse employed full-time in each two-week (14 day) pay period worked on not more than seven consecutive days.

The working week shall start and end at 2400 hours Sunday/Monday. When the major part of the duty falls on a particular day, the whole duty shall be regarded as being worked on that day.

Rosters shall be notified to those involved 14 days prior to the commencement of the roster provided that less notice may be given in exceptional circumstances.

Each nurse shall have four periods of at least 24 hours off in each two week period. These may not be taken as four single days.

Where the employer requires nurses to attend classes of instruction or examination as part to their work-related education, the time so occupied shall be deemed to form part of their hours of work.

Salary on appointment

On appointment, the employer may place employees on any step taking into account the following factors:

- previous paid work or other relevant experience
- relevant qualifications
- degree of difficulty in recruiting for specific skills and/or experience required for the position.



Registered, Community Nurses and midwives	Salary as @ 7 May 2023	Hourly Rate
Step 7	\$95,340	\$45.84
Step 6	\$92,563	\$44.50
Step 5	\$89,868	\$43.20
Step 4	\$80,883	\$38.89
Step 3	\$76,554	\$36.80
Step 2	\$72,061	\$34.64
Step 1 (New Graduate)	\$66,570	\$32.00

Progression: By annual increment at anniversary date steps 1 to 5 inclusive. Thereafter progression is annual at anniversary date, subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised. Note: Employees on full-time study leave, with or without pay, shall continue to receive annual increments to which they would otherwise be entitled.

OMC Nurse Leader	Salary as @ 7 May 2023	Hourly rate
Step 3	\$111,695	\$53.70
Step 2	\$104,765	\$50.37
Step 1	\$101,089	\$48.60

Progression is annual at anniversary date, subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised.

Nurse Prescriber	Salary as @ 7 May 2023	Hourly rate
Step 3	\$111,695	\$53.70
Step 2	\$104,765	\$50.37
Step 1	\$101,089	\$48.60

Progression is annual at anniversary date, subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised.

Nurse Practitioner	Salary as @ 7 May 2023	Hourly Rate
Step 4	\$143,718	\$69.09
Step 3	\$133,032	\$63.95
Step 2	\$126,529	\$60.83
Step 1	\$120,028	\$57.70

Progression is annual at anniversary date, subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised.



**NB No PDRP payment is applicable to the NP Scale

Professional Development and Recognition Programme ('PDRP')

Where an employer has agreed to a NZNO-recognised programme the following shall apply.

In recognition of the importance of increasing the number of expert nurses, an employee who reaches the following levels will receive a pro rata allowance as long as she/he maintains the level of practice.

Competent/Portfolio Level 2 - \$600

Proficient Level 3 - \$2,500

Expert Level 4 - \$4,000

This allowance is to be added to the employee's basic rate of pay and payable on all hours worked including penal rates and overtime.

The Clinical Career Pathway criteria is open to review and modification by agreement between the Trust and the Community Health Nurses annually.

Study Leave

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

Competent/Portfolio Level 2 – 1 day

Proficient Level 2 – 1 day

Expert Level 4 – 2 days

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CATEGORY 2 : ALLIED HEALTH STAFF

SOCIAL WORKER / OCCUPATIONAL THERAPIST

a) SOCIAL WORKER

“Social Worker” is an employee who holds a recognised social work qualification and/or has relevant social work experience who is employed to provide social work services as directed by the employer and as set out in a Job Description provided to the employee.

Hours of Work

Full-time employees work 8-4.30pm Monday – Friday with a half hour unpaid meal break. Where the employer requires social workers to attend professional development sessions, this time shall be deemed to form part of their hours of work.

The actual salary paid to an employee shall be determined by the employer. Once the appropriate level has been determined in accordance with the criteria below, the employer should then determine the appropriate step within that level taking into consideration the following:

- the employee’s experience
- job content and complexity
- the degree of autonomy
- the competency indicators
- the ease or difficulty of recruitment and retention

b) OCCUPATIONAL THERAPIST

An Occupational Therapist is an employee who holds a recognised Occupational Therapy qualification under the Health Practitioners Competency Assurance Act 2003 and has a current NZ Practising Certificate who is employed to provide Occupational Therapy services as directed by the employer and as set out in a Job Description provided to the employee.

Hours of Work

Full time employees work 8-4.30pm Monday – Friday with a half hour unpaid meal break.

Where the employer requires the O.T. to attend professional development sessions, this time shall be deemed to form part of their hours of work.

Salary Scale ALLIED HEALTH

Step	Salary	Hourly rate
1	\$58,513	\$28.13
2	\$63,135	\$30.35
3	\$67,758	\$32.57
4	\$72,378	\$34.80
5	\$76,999	\$37.02
6	\$80,041	\$38.48
7	\$82,271	\$39.55
8	\$85,204	\$40.96



Progression: By annual increment at anniversary date subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised. Note: Employees on full-time study leave, with or without pay, shall continue to receive annual increments to which they would otherwise be entitled.

Equal pay for Social Services

The parties support equal pay for equal work of equal value for social services workforce and are committed to working together to progress this.

Extra Duties Allowance:

An allowance may be granted to social workers whose duties involve not less than eighty (80) hours work outside normal working hours in the preceding year. Employees in receipt of this allowance shall not be entitled to overtime or penal rates. Assessment of eligibility for the allowance is to be made retrospectively at the end of each employee’s leave year.

WHT	Extra Duty Allowance (Social Worker)				
	Step	Effective 1 May 2020		Effective 1 May 2021	
		Allowance	Hourly Rate	Allowance	Hourly Rate
New Graduate	2,887	1.38	\$2,920	1.40	
2	3,054	1.46	\$3,087	1.48	
3	3,193	1.54	\$3,275	1.57	
4	3,377	1.62	\$3,441	1.65	
5	3,530	1.69	\$3,587	1.72	
6	3,690	1.77	\$3,754	1.80	
7	3,731	1.79	\$3,796	1.82	

CATEGORY 3: CLERICAL/ADMINISTRATIVE

“Clerical/Administrative Worker” is an employee engaged to provide administrative/clerical support to the service and is employed to undertake administrative/clerical duties including the operation of all office equipment as directed by the employer and as set out in a Job Description provided to the employee.

Hours of Work

Full time employees work 8-4.30pm Monday – Friday with a half hour unpaid meal break. Except that fulltime employees at Ostend Medical centre will work an 8 hour duty between the hours of 8am-5.30pm with a one hour unpaid meal break.

Salary Scale

WHT	Clerical/Administrative			
	Effective 1 May 2022 + 2%		Effective 7 May 2023 +10%	
Step	Salary	Hourly Rate	Salary	Hourly Rate
1	48,405.12	23.27	53,245.63	25.60
2	50,001.42	24.04	55,001.56	26.47
3	52,511.64	25.24	57,762.80	27.77
4	54,171.18	26.04	59,588.30	28.65
5	56,214.24	27.03	61,835.66	29.73
6	58,596.96	28.17	64,456.66	30.99
7	64,788.36	31.15	71,267.20	34.26
8*	67,129.26	32.27	73,842.19	35.50
9*	69,129.48	33.24	76,042.43	36.56

Steps 8* & 9* apply only to clerical staff with management responsibilities. eg: Office Administrator and Health Promotion Co-ordinator

The starting salary paid to an employee shall be determined by the employer, taking into consideration the following:

- the employee’s experience
- job content and complexity
- the degree of autonomy
- the ease or difficulty of recruitment and retention

Automatic annual increments.

Progression to steps 1-7 shall be automatic annual increment subject to satisfactory performance.

Step 9 only applies to the Office Administrator position and Health Promotion Co-ordinator role.



CATEGORY 4: HEALTH CARE ASSISTANTS

“Health Care Assistant (HCA)” means an employee who is auxiliary to the nursing team, and is able to perform tasks in their position description relating to patient care and who work under the direction of a Doctor, Nurse Practitioner or Registered Nurse.

Hours of Work

Full time employees work 8-4.30pm Monday – Friday with a half hour unpaid meal break. Except that full-time employees at Ostend Medical centre will work an eight hour duty between the hours of 8am-5.30pm with a one hour unpaid meal break.

HCA	Salary as @ 7 May 2023	Hourly rate
Step 4	\$58,760	\$28.25
Step 3	\$54,392	\$26.15
Step 2	\$50,045	\$24.06
Step 1	\$49,192	\$23.65

Salary on appointment

On appointment, the employer may place employees on any step taking into account the following factors:

- previous paid work or other relevant experience
- relevant qualifications
- degree of difficulty in recruiting for specific skills and/or experience required for the position.

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