



Multiple Union Collective Agreement
1 June 2021 – 31 May 2022

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Definitions of Terms Used Within the Collective

- (a) "Shift" means the rostered hours for a particular day.
- (b) "Full time" means an employee who is engaged to work and regularly works 40 hours per week
- (c) "Part time" means employee who is engaged to work and regularly works less than 40 hours per week
- (d) "Casual/ Relief employee" means an employee who is employed on as "on call" or "as and when required" basis with no set hours or days of work. They are employed where there is an overflow of work or a permanent employee is absent. Both parties agree that the terms and conditions for these employees are those prescribed in the standard letter of offer. These employees will be paid in accordance with the wage scales set out in this agreement. Casual/Relief employees will not have access to service-based clauses in this agreement such as Long Service Leave, Redundancy etc.
- (e) "Employee" means any person employed by Whakarongorau Aotearoa to do any work for hire or reward.
- (f) "Enrolled Nurse" means a person whose name is on the roll in New Zealand as an enrolled nurse, who holds a current annual practicing certificate and works under the supervision of a registered nurse.
- (g) "Registered Nurse" means a person who is registered in New Zealand as a nurse and holds a current practicing certificate.
- (h) "Roster" means the hours of work required to be worked by role type or employee over a period of time.
- (i) "T1" means payment at an employee's ordinary rate of pay.
- (j) "T1.25" means payment at an employee's ordinary rate of pay multiplied by one and a quarter (1.25)
- (k) "T1.5" or "time and a half" means payment at an employee's ordinary rate of pay multiplied by one and a half (1.5).
- (l) "T2" or "double time" means payment at an employee's ordinary rate of pay multiplied by two (2.0).
- (m) "Relevant daily pay" ('RDP') means paying an employee what they would have earned if they were at work on the day. Relevant daily pay includes but is not limited to:
 - payments such as regular (taxable) allowances and penal rates;
 - penal rates, if the employee would have received them on the relevant day

1. The Parties

1.1. This is a Multi Union Collective Agreement (MUCA) that is made pursuant to the Employment Relations Act 2000.

1.2. The parties to this agreement are:

- Whakarongorau Aotearoa New Zealand Telehealth Services LP
- New Zealand Nurses Organisation (Union/NZNO)
- The NZ Public Service Association Incorporated (Union/PSA).

2. Coverage and Application

2.1. This Collective Agreement (CA) shall cover all employees employed by Whakarongorau Aotearoa who choose to become a member of either NZNO or PSA excluding all salaried employees except the Cervical Screening Service Coordinators and Cervical Screening Senior Coordinators employed by Whakarongorau Aotearoa who choose to become a member of either NZNO or PSA.

2.2. **Impact on Individual Employment Agreements:** Where an employee on an individual employment agreement elects to join one of the unions bound by this MUCA, their previous terms and conditions of employment shall no longer apply unless otherwise agreed between that employee and Whakarongorau Aotearoa.

2.3. **Savings:** Nothing in this MUCA shall operate as to reduce the ordinary time (T1) hourly rate applying to any employee at the date of this MUCA coming into force unless specifically agreed between the parties during the negotiations.

2.4. **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. Term

3.1. This agreement shall commence on 1 June 2021 and expire on 31 May 2022.

4. Variation to Agreement

4.1. Any or all of the provisions of this CA may be varied by agreement between the parties. Variations will be ratified by the union members affected by the changes, using the appropriate union ratification procedure. Where agreement is reached between the parties the variation will be set out in writing and attached to the collective employment agreement.

5. Availability of Collective Agreement

5.1. This CA shall be made readily available to those to whom it applies.

6. Integrity of Collective Agreement

- 6.1. It is the intention of the parties that unless specifically agreed this agreement shall not reduce terms and conditions the employee had prior to this collective.

7. New Employees

- 7.1. Whakarongorau Aotearoa shall advise new employees that Whakarongorau Aotearoa is a party to a CA, that they are able to join the Union that covers their role and be covered by the CA. Whakarongorau Aotearoa will comply with their obligations as set out in Part 6 of the Employment Relations Act 2019 in regards to the information provided. Information provided by the Unions in relation to the role of the Unions will be included in new employee information packs.
- 7.2. Whakarongorau Aotearoa and the Unions recognise Whakarongorau Aotearoa may negotiate a probationary period of up to three months with a new employee. Where such a period is negotiated it shall be specified in the individual employment agreement or individual letter of offer, and should the employee become covered by this collective the probationary period will continue to apply.
- 7.3. A probationary period will be for the purpose of assessing an employee's suitability for permanent employment in terms of competency, behaviour and conduct. Both Whakarongorau Aotearoa and employee will strive for a successful probationary period, this is, one which leads to permanent employment.
- 7.4. The probationary period may be extended for a further 4 weeks to provide further opportunity to complete a successful probationary period.
- 7.5. Whakarongorau Aotearoa and the Unions acknowledge that an employee employed under a probationary period will be under close critical assessment and will receive appropriate training and support for the role during the probationary period and that the normal rules of fairness apply to the treatment of an employee who is employed with a probationary period. If despite all best endeavours of both parties the probationary period is unsuccessful employment may be terminated with 1 weeks' notice. During the probationary period the Employee may terminate this agreement by giving 1 weeks' notice.
- 7.6. Nothing in this clause shall prevent an Employee's summary dismissal for serious misconduct.

8. Criminal Convictions

- 8.1. Employment at Whakarongorau Aotearoa is dependent upon the result of a criminal conviction check with the Police Vetting Authority.
- 8.2. Employees employed under this agreement acknowledge that they have disclosed to Whakarongorau Aotearoa all material facts relating to charges pending and conviction history.
- 8.3. Failure to provide accurate information may result in termination with notice as provided in clause 26 of this agreement. Each situation shall be considered on a case by case basis and subject to a fair process.
- 8.4. Employees employed under this agreement agree to keep Whakarongorau Aotearoa informed of any criminal proceedings that might affect their employment.

- 8.5. Employees employed under this agreement may be required to undergo a 3 yearly police check as per the Vulnerable Children's Act 2014 and the employee will not withhold his or her consent. Where convictions are identified that are of a concern to Whakarongorau Aotearoa this may result in termination of employment, subject to a fair process.

9. Whakarongorau Aotearoa's Responsibilities to Employees

9.1. Whakarongorau Aotearoa will provide employees with:

- (a) Leadership of and commitment to the values of Whakarongorau Aotearoa
- (b) Impartial and transparent selection process
- (c) Healthy, rewarding and safe working conditions
- (d) Equal employment opportunities including recognition of the employment need of Maori or other ethnic or minority groups, women and people with disabilities
- (e) Training and professional development opportunities
- (f) A job description describing the employees duties
- (g) Appropriate and regular feedback on work performance
- (h) Fair rates of remuneration for skill, responsibility and performance
- (i) Freedom from harassment in the workplace
- (j) Freedom from discrimination based on sex, sexuality, religion, colour race or ethnic identity, marital status, disability, age, political opinion, employment status, family status or nation of origin.
- (k) Appropriate disciplinary procedures and opportunity for redress against unfair or unreasonable treatment by Whakarongorau Aotearoa.

10. Employees Responsibilities to Whakarongorau Aotearoa

10.1. Employees of Whakarongorau Aotearoa will:

- (a) Demonstrate commitment to Whakarongorau Aotearoa's values
- (b) Comply with Whakarongorau Aotearoa's Code of conduct
- (c) Be honest, diligent and perform to the best of their ability
- (d) Work as part of a team and promote the efficient operation of their team and other teams within Whakarongorau Aotearoa
- (e) Undertake training as required by Whakarongorau Aotearoa and take other opportunities to gain extra skills and knowledge
- (f) Maintain proper standards of integrity conduct and concern for the public interest.

11. Parties' Commitments

11.1. Working in Partnership

- 11.1.1. The parties acknowledge that they have a mutual interest in building a successful organisation based on strong ethics, a commitment to quality and a supportive and safe work environment.
- 11.1.2. The parties acknowledge that a sound relationship based on a partnership approach is in the interests of all. This relationship will be based on the mutual sharing of information where appropriate and involvement in future developments.
- 11.1.3. Parties will communicate in a timely manner.
- 11.1.4. Parties will seek to resolve issues between them with a constructive and problem solving approach.
- 11.1.5. The parties will hold meetings every second month between organisers and management and at least one delegate from each union.
- 11.1.6. The PSA, NZNO and Whakarongorau Aotearoa are committed to continue to build their relationship and the processes that support this.

11.2. Engagement Statement

- 11.2.1. Whakarongorau Aotearoa, NZNO and the PSA recognise they share a common interest in the achievement of Whakarongorau Aotearoa's ambition to virtually support kiwis to stay well and connect them seamlessly with care when they need it.
- 11.2.2. Whakarongorau Aotearoa, NZNO, the PSA and employees will continue to make improvements to the way we work together on issues of mutual interest in order to achieve the parties' objectives of truly great employee experiences and quality service for Whakarongorau Aotearoa users.
- 11.2.3. A positive work environment where everyone feels valued as individuals and collectively and wants to get involved
 - A safe and healthy workplace that supports well-being
 - Members contribute to the development of sustainable effective and innovative practices that best apply resources to delivering services
 - A High Trust Environment
 - Learning and development and career opportunities
 - Applies an appropriate cultural lens - delivering health care which does not vary in quality because of personal characteristics such as gender, race, ethnicity, geographical location, or socioeconomic status.

12. Hours of Work

- 12.1. Whakarongorau Aotearoa will make every endeavour to ensure safe employeesing levels and appropriate skill mix in work areas.
- 12.2. The parties support a balance between work, personal and family commitments. This requires a degree of flexibility and cooperation from both Whakarongorau Aotearoa and employees.

- 12.3. Where rosters are worked Whakarongorau Aotearoa will make every endeavour to have the rosters published at least 28 days prior to the commencement of the roster. Changes in rosters, once posted, shall be by mutual agreement.
- 12.4. The times and days to be worked, and the duration of shifts shall be set by agreement between Whakarongorau Aotearoa and Employee. Any change to the hours and/or days of work shall be by agreement between Whakarongorau Aotearoa and Employee. Such agreement would not be unreasonably sought or withheld by either party where there is demonstrable Whakarongorau Aotearoa or Employee needs.
- 12.5. Employees may exchange shifts by mutual agreement and with the prior approval of Whakarongorau Aotearoa. In this case, no additional payment shall apply.
- 12.6. The roster structure will be regularly reviewed by management to ensure they are meeting Whakarongorau Aotearoa's business requirements. Any aspect of the rosters may be changed following consultation with any potentially affected employees as set out in clause 23 of this agreement. When implementing the rosters, where possible Whakarongorau Aotearoa will take into consideration the employees needs and requested hours.
- 12.7. Where Whakarongorau Aotearoa requires Employees to attend classes of instruction or examinations or the employee is attending a union meeting, the time spent shall be paid at the Employee's ordinary time rate of pay but shall not count as time worked for the purposes of calculation of any overtime entitlements.
- 12.8. Shifts once commenced, shall be continuous unless otherwise agreed between Whakarongorau Aotearoa and the Employee.
- 12.9. Employees will normally work 8 hours a day/shift in duration, excluding unpaid breaks. Shifts shall be no less than 4 hours per day, except by mutual agreement between the Employee and Whakarongorau Aotearoa.
- 12.10. Except by mutual agreement, every Employee shall have at least two periods of at least 24 hours off duty each week, and except in the case of emergencies or by agreement Whakarongorau Aotearoa will use every endeavour to ensure these are consecutive.
- 12.11. Part-time employees may request to have their days off consecutively. Managers will consider all requests on a case by case basis, including any health and safety issues and will provide reasoning for their response.
- 12.12. Ordinary hours of work will be
- (a) 40 hours per week.
 - (b) 8 hours per day, excluding unpaid breaks on no more than 5 consecutive days per week and a minimum of 9 hours break between work shifts.
- 12.13. Where there is mutual agreement for more hours to be undertaken no more than 7 consecutive days can be worked for Whakarongorau Aotearoa without a 2 day consecutive break being given after the 7th day.
- 12.14. **10 Hour Shifts**

Where mutually agreed upon those employees who choose to do so may work for up to 10 hours per day for a maximum 4 days of the working week and a minimum of 12 hours break

between working days. Where there is a business need to do more than the usual hours, then no more than 6 consecutive days can be worked without a 4 consecutive day break being given after the sixth day. The exception to this will be the Emergency Triage Nurses.

13. Meal and Rest Breaks

Shift Length	10mins paid break	15mins paid break	30mins unpaid break	30mins paid break
Up to 2 hours				
2.01 hours- 4 hours		1		
4.01 hours -6 hours	1			1
6.01 hours – 8 hours		2	1	
8.01 hours – 10 hours		3	1	
10.01 hours -12 hours		2	1	1

Where possible rest and meal breaks will be taken as rostered unless agreed otherwise to meet the needs of the individual and Whakarongorau Aotearoa.

14. Remuneration

14.1. Remuneration System

For the following roles:

- Triage Nurse (including Paramedics)
- Clinical Support Nurse
- Emergency Triage Nurse
- Emergency Triage Senior Nurse
- Earlier Mental Health Nurse
- Mental Health & Addictions – Senior Advisor
- Mental Health & Addictions – Professional
- Practice Service - SASA
- Puawaitanga – Professional

Employees will be placed on the appropriate service step from 3 June 2019 or their commencement date with Whakarongorau Aotearoa, whichever date is later. Service steps will be determined by the number of full and continuous years of service completed by the employee.

Employees will move service steps on the first day of the first payroll period in the month of their service anniversary, subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised.

In the event that an employee is on a performance improvement plan (PIP) at the date of their service anniversary, they will move to the appropriate service step from the first day of the first payroll period following the date the PIP is signed off as achieved. Thereafter, their service anniversary will apply.

On appointment, on a case-by-case basis and by agreement, Whakarongorau Aotearoa may place an employee on a higher step of the relevant scale or pay a higher rate than provided for by the remuneration scale, taking into account the following factors:

- Previous experience or other relevant work and life experience – Whakarongorau Aotearoa may credit the service.
- Degree of difficulty in recruiting for specific skills and/or experience required for the position.

Unless agreed otherwise between Whakarongorau Aotearoa and the employee, service is no longer considered continuous where the employee has taken a single period of two (2) months or more unpaid leave. Where an employee returns to work following a period of more than two (2) months unpaid leave, their anniversary date will be moved to a later date equivalent to the period of unpaid leave. E.g. an employee's commencement date is 1 July 2017 and they take three (3) months unpaid leave, their new anniversary date will be 1 October of each year.

14.2. For the following Cervical Screening salaried roles:

- Cervical Screening Coordinators
- Cervical Screening Senior Coordinators.

The minimum rate of pay will be \$56,925 per annum for the Senior Coordinator role and a minimum rate of pay of \$47,320 per annum for a Coordinator role.

The parties recognise that individuals in these roles received a pay increase in November 2019. The parties will discuss the rates of pay and how it is recorded in this agreement in November 2020. Any changes agreed between the parties may be included in this agreement by variation as set out in clause 4 of this document.

14.3. For the following roles covered by the Care and Support Workers (Pay Equity Settlement) Act 2017 "pay equity".

- Mental Health & Addictions – Advisor
- Quitline Advisor
- Service & Support Advisor – OOH/Healthline

"Qualifications" are the New Zealand Certificate in Health and Wellbeing (Levels 2-4) issues by NZQA or a qualification (whether from New Zealand or overseas) that is recognised by Career Force as being equivalent to these certificates.

Upon confirmation by Career Force that their qualification is recognised for Pay Equity, the employee will move to the appropriate step and receive back pay to the commencement of their employment or the completion of the qualification, whichever date is later.

Thereafter, the employee will be paid by the criteria as set out in the Care and Support Workers (Pay Equity Settlement) Act 2017 scale.

14.4. Remuneration System

	Healthline / OOH		Emergency Triage		Earlier Mental Health
	Nurse/Paramedic	Clinical Support Lead	Nurse	Senior Nurse	Nurse
Step 6	\$39.54				
Step 5	\$38.54	\$44.90	\$47.96	\$49.51	\$47.96
Step 4	\$37.79	\$43.23	\$44.90	\$46.45	\$44.90
Step 3	\$36.30	\$42.48	\$43.23	\$44.79	\$43.23
Step 2	\$34.16	\$40.47	\$42.48	\$44.03	\$42.48
Step 1	\$32.67	\$39.69	\$40.47	\$42.02	\$40.47

Mental Health & Addictions				
	Advisor	Senior Advisor		Professional
			Step 5	\$38.10
L4 or 12+ years'*	\$27.43	\$28.98	Step 4	\$36.99
L3 or 8+ years'*	\$25.39	\$27.95	Step 3	\$35.44
L2 or 3+ years'*	\$23.36	\$26.39	Step 2	\$33.18
L0 or <3 years'*	\$22.75	\$24.84	Step 1	\$30.88

	<u>Quitline</u> <u>Advisor</u>	<u>Practice Services</u> <u>SASA</u>		<u>Puawaitanga</u> <u>Professional</u>
			<u>Step 5</u>	<u>\$39.56</u>
<u>L4 or 12+ years'*</u>	<u>\$27.43</u>	<u>L4 or 12+ years'*</u>	<u>Step 4</u>	<u>\$38.10</u>
<u>L3 or 8+ years'*</u>	<u>\$25.39</u>	<u>L3 or 8+ years'*</u>	<u>Step 3</u>	<u>\$36.99</u>
<u>L2 or 3+ years'*</u>	<u>\$23.36</u>	<u>L2 or 3+ years'*</u>	<u>Step 2</u>	<u>\$35.44</u>
<u>L0 or <3 years'*</u>	<u>\$22.75</u>	<u>L0 or <3 years'*</u>	<u>Step 1</u>	<u>\$33.18</u>

* "Qualifications" are the New Zealand Certificate in Health and Wellbeing (Levels 2-4) issues by NZQA or a qualification (whether from New Zealand or overseas) that is recognised by Career Force as being equivalent to these certificates.

"Service" only applies to those already employed at 1 July 2017 and is continuous employment with Whakarongorau Aotearoa including service recognised as continuous for the purpose of transferring workers. For clarity, those care and support workers employed after 1 July 2017 will enter and progress through the pay scale on the basis of qualifications only and will not progress based on service.

On a case by case basis and at the discretion of Whakarongorau Aotearoa, union members may be placed on a higher rate than provided for on this scale.

14.5. Pay Rate Progression for Existing Care and Support Workers

All existing care and support workers on 1 July 2017 will enter the pay scale on the basis of either service or qualification, whichever gives them the higher pay rate.

Progression through the pay scale following 1 July 2017 will occur immediately when a worker passes a service step or attains the applicable qualification as set out below:

- Progression to level 2 will be on achieving the level 2 qualification or after the completion of 3 years current continuous service.
- Progression to level 3 will be on achieving the level 3 qualification, or after 8 years current continuous service.
- Progression to level 4 will be on achieving the level 4 qualification.
- Progression to level 4b will be on reaching 12 years' service but have not yet achieved a level 4 qualification.

14.6. Pay Rate progression for Care and Support Workers employed after 1 July 2017

- Progression to level 2 will be on achieving the level 2 qualification.
- Progression to level 3 will be on achieving the level 3 qualification.
- Progression to level 4 will be on achieving the level 4 qualification.

15. Public Holidays

15.1. Permanent and fixed term employees are entitled to public holidays in accordance with the Holidays Act 2003. This provides for public holidays as follows:

- Christmas Day
- Boxing Day
- New Year's Day
- 2 January
- Good Friday

- Easter Monday
 - The Queen's Birthday
 - Labour Day
 - Waitangi Day
 - Anzac Day
 - The appropriate provincial Anniversary Day
 - Matariki (where legislated)
- 15.2. Any time worked on a public holiday by a permanent or fixed term employee shall be paid for at double time based on the employee's relevant daily pay.
- 15.3. For employees working rostered shifts all public holidays are recognised as beginning at midnight (00:00) on the calendar date of the observed public holiday and ending at 23:59 on the calendar date of the observed public holiday pursuant to s50 of the Holidays Act 2003.
- 15.4. An alternative full day off must be provided to any employee who works on a public holiday regardless of how many hours they work on the observed public holiday provided the public holiday falls on otherwise working day for that employee.
- 15.5. Employees who work on a public holiday which is not an otherwise working day will receive an alternative full day off which must be taken at an agreed time within six (6) months of becoming entitled to the alternative day off. This alternative day cannot be paid out upon termination or under any other circumstances. To enable employees to use this leave within the six (6) month timeframe, Whakarongorau Aotearoa will apply this leave prior to statutory alternative leave and annual leave entitlements unless requested otherwise.

16. Annual Leave

Nothing in this provision limits rights or obligations under the Holidays Act 2003.

- 16.1. Employees will be entitled to the statutory entitlement to four (4) weeks annual leave. Up to five (5) days of unused annual leave may be carried over into the following year by mutual agreement only. Whakarongorau Aotearoa and the employee will work together to manage the employee's leave entitlement to ensure the employee takes sufficient leave throughout each entitlement year for rest and relaxation purposes.
- 16.2. Where an employee provides a minimum of eight (8) weeks' notice, they will be entitled to take annual leave on their birthday. Birthday leave is not additional to an employee's annual leave entitlement and will be deducted from the employee's annual leave balance.

17. Sick Leave and Whakarite Mo Tikanga Leave/Personal Leave

17.1.1. The following entitlements in this agreement are instead of and not in addition to the sick leave set out in the Holidays Act 2003 and its amendments. The parties agree that sick leave shall be used responsibly and where there is genuine need.

- (a) Upon commencement of employment, employees shall be entitled to ten (10) days sick leave. Employees shall be entitled to a further ten (10) days sick leave in each ensuing period of 12 months. Sick leave can accumulate up to 20 days.

- (b) The entitlement in 17.1.1(a) will increase to eleven (11) sick leave days for Employees who were union members as at 1 December 2021 and union members who were employed after 1 December 2021 and have been employed for a minimum of 31 days. These Employees shall be entitled to a further eleven (11) days sick leave in each ensuing period of 12 months. Sick leave can accumulate up to 22 days.

17.1.2. Sick leave may be taken when:

- (i) The employee is sick or injured; or
- (ii) The employee's spouse/partner (includes defacto) is sick or injured; or
- (iii) A person who is the employee's dependent is sick or injured.

17.1.3. Where an employee taking annual holidays:

- a) Becomes sick or injured; or
- b) Has a spouse/partner or dependant who becomes sick or injured

Whakarongorau Aotearoa may agree to record that period of sickness or injury as sick leave (rather than as annual holidays), where the employee provides Whakarongorau Aotearoa with proof of that sickness or injury relating to the relevant time for which the sick leave is claimed and Whakarongorau Aotearoa accepts that it was a significant sickness or injury.

17.1.4. Where an employee is scheduled to take annual holidays and, before the employee taking those holidays:

- (a) becomes sick or injured; or
- (b) has a spouse / partner or dependant who becomes sick or injured;

Whakarongorau Aotearoa will allow the employee to utilise sick leave for sickness or injury that would otherwise have been taken as annual holiday.

17.1.5. Employees will not be entitled to paid sick leave for any period for which an employee is paid earnings related to compensation under accident compensation legislation.

17.1.6. Employees will not be entitled to paid sick leave for any day the employee would not have normally worked.

17.1.7. Sick leave shall be paid at the Employee's relevant daily pay.

17.1.8. Unused sick leave will not have any monetary valuation on termination.

17.1.9. Proof of sickness or injury (which may include a medical certificate) for paid sick leave may be required by Whakarongorau Aotearoa at the Employee's expense, after 3 or more consecutive calendar days, whether or not such days are working days. Proof of sickness for paid sick leave may be required earlier by Whakarongorau Aotearoa in accordance with the provisions of the Holidays Act 2003, where the expenses in obtaining such proof are met by Whakarongorau Aotearoa.

- 17.1.10. Where an employee has insufficient sick leave to cover a period of absence, Whakarongorau Aotearoa will give genuine consideration to the provision of additional paid days sick leave, along with the range of options to support employees to return to work on a case by case basis.
- 17.1.11. Where an employee has exhausted all paid sick leave entitlement Whakarongorau Aotearoa may require proof of sickness or injury at any time and/or may require the employee undergo a medical examination, at Whakarongorau Aotearoa's expense, and that a report verifying the nature and extent of the illness is to be provided by the doctor to Whakarongorau Aotearoa. On rare occasions the Whakarongorau Aotearoa may require an employee to obtain a second opinion from a mutually agreeable health practitioner.
- 17.1.12. To apply for sick leave, the employee must:
- (a) Ring the relevant number, which is set out in the sick leave policy, as soon as possible before their next shift. To avoid miscommunication, texting and emailing or any other form of communication is not permitted.
 - (b) When the employee returns to work, they must ensure their sick leave is accurately recorded in the appropriate system, as per the sick leave policy, and if required, provide a medical certificate to the line manager
 - (c) Applying for sick leave in advance – e.g. if an employee is scheduled for elective surgery, Employees must inform the line manager or Service Delivery Manager of their requirements as soon as possible, to allow the employee to be replaced on the roster, and ensure their sick leave is accurately recorded, and where required, provide a medical certificate to Whakarongorau Aotearoa
- 17.2 Following 6 months continuous employment, employees are entitled to 1 day's Whakarite mo Tikanga leave each year to look after their health and wellbeing. The Employees entitlement each year shall fall on the later of the ratification date or date they were employed for 6 months continuous service. The leave will be available as set out below
- 17.2.1 The purpose of Whakarite mo Tikanga leave is to support employees to proactively take care of their physical and mental wellbeing. Whakarite mo Tikanga leave is to be applied for in advance, except as set out in (b) below. Where Whakarite mo Tikanga leave is not used as sick leave as set out in (b) below, there is no requirement for the employee to provide details of how they will use the leave.
- a) Employees shall be entitled to 1 day's Whakarite mo Tikanga leave each year on [date of ratification] for each ensuing period of 12 months.
 - b) Whakarite mo Tikanga leave can accumulate up to 2 days.
 - c) Employees may use their Whakarite mo Tikanga leave entitlement for sick leave when they have exhausted their sick leave entitlement.
 - d) When Whakarite mo Tikanga leave is used for sick leave as set out in (b) above, the relevant provisions in the Holiday's Act will apply.
- 17.2.2 Whakarite mo Tikanga leave shall be paid at the employee's relevant daily pay.

17.2.3 Employees will not be entitled to paid Whakarite mo Tikanga leave for any period for which an employee is paid earnings related to compensation under accident compensation legislation.

17.2.4 Unused Whakarite mo Tikanga leave will not have any monetary valuation on termination.

18. Bereavement/Tangihanga Leave

18.1. An employee shall be granted bereavement or tangihanga leave on ordinary daily pay to discharge their obligations and/or to pay their respects to a deceased person with whom they have had a close association. Such obligations may exist because of blood or family ties, or because of particular cultural requirements. Additional time needed for travel will also be considered on a case by case basis.

18.2. The period of the bereavement leave will be agreed between the employee and Whakarongorau Aotearoa; however employees will receive a minimum of three days paid bereavement leave on the death of a close relative, including where the Employee or their partner has suffered a miscarriage or still birth. On a case by case basis a minimum of one day's paid leave will be provided on the death of any other person if the employee's manager accepts that the employee has suffered bereavement.

18.3. Employees will be entitled to a minimum of one day's paid leave to attend an unveiling. Where an employee suffers bereavement while on another form of leave, except for public holidays, that period will be recorded as bereavement leave.

18.4. Bereavement leave shall be paid for at Whakarongorau Aotearoa's relevant daily pay for the number of hours an employee would normally work and the day(s) taken as bereavement leave. Employees will not be paid bereavement leave on any day the employee would not have worked

19. Jury Service

19.1. Where Employees are obliged to undertake jury service, the difference between the fees (excluding reimbursement payments) paid by the court and pay normally paid by Whakarongorau Aotearoa shall make up the Employee's ordinary pay for the day.

19.2. Jury Service payments shall be made for up to a maximum of five days, which may be extended on a case by case basis, in respect of each separate period of jury service

19.3. Employees will return to work immediately on any day the Employee is not actually serving on a jury.

20. Court Leave

- 20.1. Whakarongorau Aotearoa may at its discretion and on a case by case basis, provide leave for Employees who are required to attend court as a witness or in support of a person who is their dependant.

21. Parental Leave

- 21.1. The provisions of the Parental Leave and Employment Protection Act 1987 apply and include entitlements as follows:
- (a) Primary carers are entitled to a total of 26 weeks leave taken in a continuous period and are entitled to take 16 weeks after the expected date of delivery.
 - (b) A female employee who is pregnant is entitled to take up to a total of 10 days special leave without pay for reasons connected with her pregnancy.
 - (c) Partners leave must be taken in 1 continuous period not exceeding (a) 2 weeks if employee meets the 12-month employment test; or (b) 1 week if the employee meets the 6-month employment test.
 - (d) 26 weeks extended leave where an employee has been employed for less than 12 months, and those with a minimum of 12 months, 52 weeks extended leave. The leave may be shared with the employee's partner and not exceed the total period allowable.
 - (e) Return to the same or in a similar position to the one occupied before going on parental leave.

22. Professional/Educational Development Leave

- 22.1. Whakarongorau Aotearoa and employee are committed to employees education and development. Employees will be actively encouraged to attend educational courses relevant to their professional/educational development and of benefit to Whakarongorau Aotearoa.
- 22.2. Whakarongorau Aotearoa 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) in line with Whakarongorau Aotearoa's study policy.
- 22.3. 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 Whakarongorau Aotearoa.
- 22.4. Whakarongorau Aotearoa will consider requests for PEDL where:
- Same or similar education/training is not available internally;
 - Location of training/education is reasonable;
 - The employee has actively engaged in internal training;
 - The employee has provided a minimum of 28 days' notice.

- How much PEDL has already been granted to the employee in the calendar year (to ensure fair allocation)
- 22.5. Leave will be granted where the above criteria are met and the leave will not significantly interfere with operational requirements.

23. Consultation and Management of Change

23.1. Management of Change

23.1.1. Consultation between Whakarongorau Aotearoa, its employees and the unions are essential on significant matters of mutual concern and interest. Effective communication between the parties will allow for:

- (a) improved decision making
- (b) greater cooperation between Whakarongorau Aotearoa and employees; and
- (c) a more harmonious, effective, efficient, safe and productive workplace.

23.1.2. Whakarongorau Aotearoa recognises the role of the employee's employees delegate and the unions in assisting in the positive management of change.

23.1.3. Prior to the commencement of any significant change to employeesing, structure or work practices, Whakarongorau Aotearoa will identify and give reasonable notice to employees who may be affected and to the unions to allow them to participate in the consultative process so as to allow substantive input.

23.1.4. Where Whakarongorau Aotearoa is seeking to propose potential significant changes, they undertake to advise employees and the unions as soon as practicable of the possibility of these changes.

23.1.5. Where changes are deemed commercially sensitive to Whakarongorau Aotearoa, the unions and the employees involved in the management of such change, shall meet with Whakarongorau Aotearoa and endeavour to reach agreement on any necessary and appropriate confidentiality.

23.2. Consultation

23.3. 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 prior notification.

23.4. 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.

23.5. 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. All 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.

- 23.6. Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
- 23.7. The consultation process will give employees affected, or likely to be affected, by any significant change to staffing, structures or work practise, and the unions' organiser/delegate, the opportunity to put forward their views on any proposals or options developed for change prior to any final decision being made.
- 23.8. 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 unions' 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 unions' 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 unions' 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 consult with the unions' organiser/delegate to finalise the implementation plan.
 - (e) It is agreed that consideration will be given and maintained in Whakarongorau Aotearoa's basic rights and obligations to operate the business in an efficient, businesslike, safe and professional manner.

24. Redundancy

- 24.1. For the purpose of this agreement, redundancy is defined as a condition in which Whakarongorau Aotearoa has employees surplus to requirements because of reorganisation or the closing down of all or part of Whakarongorau Aotearoa's operation.
- 24.2. Whakarongorau Aotearoa shall provide eight weeks written notice of an impending redundancy to the affected employees and shall endeavour to redeploy affected employees. Unless otherwise specified in this agreement, where an Employee's employment is terminated for redundancy, the Employee will be paid 4 weeks' salary, regardless of length of service, as redundancy compensation.
- 24.3. During the period of notice, the employee shall be entitled to reasonable time off to attend interviews, seek alternative employment and to undergo career counselling, by agreement and/or access EAP without loss of pay.
- 24.4. The employee made redundant shall be provided with a Certificate of Service stating that employment was terminated as a result of redundancy.

25. Employee Protection Provision

- 25.1. For employees who are not specified categories of employees as set out in Schedule 1A of the Act, the following process will apply if Whakarongorau Aotearoa decides to sell, transfer or contract out part or all of its business (restructure) and where, as a consequence of that decision, the work that an employee or employees covered by this agreement perform, or work that is substantially similar will be undertaken by employees of the new owner or contractor (the new entity).
- 25.2. In the course of its negotiations with the new entity relating to the restructure, Whakarongorau Aotearoa will discuss the likely impact of the proposed change with the affected employees and the union and determine whether it is possible for them to be transferred to the new entity on substantially the same terms of employment.
- 25.3. At the time of the restructure, the following process will apply:
- (a) Where an employee accepts a transfer to the new entity on substantially the same terms and conditions of employment, no redundancy compensation will be payable.
 - (b) Where an employee is not offered a transfer to the new entity on substantially the same terms of employment, the employment will be terminated on the grounds of redundancy and the provisions of Clause 24 of this document will apply.
 - (c) Where an employee is offered a position with the new entity on substantially the same terms of employment and elects not to accept that offer, the employee will receive four weeks' notice of termination or payment in lieu thereof. No redundancy compensation will be payable

26. Termination of Employment

- 26.1. Either party may terminate the Employment Agreement with 4 weeks written notice.
- 26.2. Unless by mutual agreement, the notice period shall be no more and no less than 4 weeks.
- 26.3. The full notice period will be time worked according to the Employee's rostered hours.
- 26.4. All documents, precedents, Whakarongorau Aotearoa software and other materials (relating to Whakarongorau Aotearoa's business or its clients and customers and including copies of such materials) as well as Whakarongorau Aotearoa property supplied to any employee or otherwise acquired in the course of employment with Whakarongorau Aotearoa are the property of Whakarongorau Aotearoa and must be returned immediately upon termination of employment.
- 26.5. Whakarongorau Aotearoa may, at its sole discretion, pay the employees 4 weeks' pay in lieu of the employee working the notice period. The parties may, where there is mutual agreement, alter any aspect of the notice period.

27. Medical Incapacity

- 27.1. A period of absence due to mental or physical illness that is significant and continuous will constitute incapacity and will need to be reviewed for the health and wellbeing of the affected individual and also for the wellbeing of the rest of the employees.
- 27.2. Whakarongorau Aotearoa may ask for an assessment to be undertaken at their expense by registered Health Practitioners that both parties are comfortable with.
- 27.3. This report will provide the guidance for a discussion to be undertaken with the affected employees members and/or their representative to implement:
- (a) A supportive return to work plan if the medical report indicates this is a possibility within the next 12 weeks.
 - (b) A managed exit from the organisation if the medical issue is likely to prohibit the employee from duties for longer than a further 12 weeks.

28. Abandonment of Employment

- 28.1. If any employee is absent from work for more than three consecutive working days without following the appropriate notification process and without reasonable excuse, they may be considered to have abandoned their employment and to have 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. Whakarongorau Aotearoa will make all reasonable efforts to contact the employee during the three days period of absence.

29. Suspension

- 29.1. If, at any time during employment, an allegation of serious misconduct is made against an employee where there is a risk to anyone or the investigation may be impeded, Whakarongorau Aotearoa may, following consultation with the employee, who may seek union or other representation suspend them on ordinary pay from all or any normal duties while an investigation is carried out. Such a period will not normally exceed two weeks. During any such period of suspension the employee may not attend all or any Whakarongorau Aotearoa workplace, unless directed to do so by Whakarongorau Aotearoa.
- 29.2. In circumstances where the safety or wellbeing of the employee or one of their colleagues is compromised, and where representation cannot be arranged at short notice, the employee, following consultation with them, may be sent home on special paid leave until such representation can be arranged. An employee will have up to 2 working days (between Monday and Friday) to organise representation and respond to Whakarongorau Aotearoa while on special paid leave. This timeframe will be extended to up to 5 days where the union is not available to meet within 2 days.
- 29.3. Following consultation with the employee and their representative the employee may be suspended as in (a) above.
- 29.4. The suspension does not imply guilt in regards to the allegation being investigated. It is purely to allow for the investigation of a serious allegation.
- 29.5. During the term of any suspension this agreement shall continue to apply and all rights, interests, and benefits conferred by it continue to accrue.

30. Union Meetings

- 30.1. Union members shall, in each calendar year, be entitled to at least two union meetings (each of a maximum of 2 hours duration) without loss of ordinary pay, provided that the agreed Unions/Whakarongorau Aotearoa Union Meeting Agreement on meetings is applied, see appendix 2.

31. Union Representatives Right of Entry

- 31.1. The confirmed union representative shall be entitled, at all reasonable times, to be upon the Whakarongorau Aotearoa premises for purposes related to the employment of its members and/or union business if they have met their legislative requirements to be there, which are currently set out in ss20, 20A and 21 of the Employment Relations Act 2000.

32. Union Delegates

- 32.1. Whakarongorau Aotearoa shall recognise the delegate(s) who are elected by the employees and endorsed by the Union as the representatives of the Union.
- 32.2. Whakarongorau Aotearoa will inform new employees how to find the Unions' delegates on the intranet.
- 32.3. In the first instance delegates will endeavour to involve Whakarongorau Aotearoa at an early stage if problems or disputes are brought to the delegate's attention which need to be resolved.

- 32.4. Delegates have the ability to seek advice from the Union prior to involving Whakarongorau Aotearoa.
- 32.5. Whakarongorau Aotearoa accepts that delegates are the recognised channel of communication between the Unions and Whakarongorau Aotearoa in the workplace.
- 32.6. Time off at ordinary time rates shall be allowed for delegates to attend meetings with Whakarongorau Aotearoa, consult with Union members, other workplace delegates and Union officials, to consult on and discuss issues as they arise and to provide employee representation.
- 32.7. Prior approval for such meetings shall be obtained from Whakarongorau Aotearoa. Such approval shall not be unreasonably held. Delegates shall provide as much notice as possible but not less than 24 hours.
- 32.8. The amount of paid time off and facilities provided shall be sufficient to enable delegates to give adequate consideration to the issues in the workplace. Delegates will use their best endeavors to minimize disruption to their workplace.

33. Employment Relations Education Leave

- 33.1. EREL will be provided in accordance with the Employment Relations Act 2000 which includes:
- 33.2. Each Union is entitled to allocate Union members a maximum of five days paid leave per individual each calendar year for the purposes of employment relations education, subject to the following formula for determining overall paid leave entitlement .
- 33.3. Any employment relations education course must be approved by the Union.
- 33.4. The formula below is based on the number of full-time equivalent (FTE) union members as at 1 March in each year this agreement applies.
- 33.5. A full-time Union member works 30 hours or more during a week and is counted as 1.
- 33.6. A part-time Union member works less than 30 hours per week, and counts as one half member for the purposes of calculating the overall FTE figure.

Full-time equivalent employees as at 1 March in each calendar year this agreement applies	Maximum number of days of employment relations education leave that union entitled to allocate
1-5	3
6-50	5
51-280	1 day for every 8 full-time equivalent Union members or part of that number
281 or more	35 days plus 5 days for every 100 full-time equivalent union members or part of that number that exceeds 280

- 33.7. An employee proposing to take leave under this clause must tell Whakarongorau Aotearoa:
- the dates on which the employee proposes to take the leave; and

- the employment relations education that the employee proposes to undertake during the leave.
- 33.8. Whakarongorau Aotearoa may refuse to allow an employee to take paid leave under this clause if Whakarongorau Aotearoa is satisfied, on reasonable grounds, that the employee taking leave on the dates notified would unreasonably disrupt Whakarongorau Aotearoa's business.
- 33.9. Whakarongorau Aotearoa will pay to an employee that employee's relevant daily pay in accordance with the Holidays Act 2003 for every day or part day of leave taken under this clause.
34. Confidentiality
- 34.1. In this agreement "Confidential Information" means all confidential information which is not in the public domain and which is reasonably regarded by Whakarongorau Aotearoa as confidential to it which Employees become aware of in the course of carrying out this agreement.
- 34.2. Confidential information includes information particular to the finances, operation, policies and procedures and any other activity of HML and information relating to clients or employees. Confidential information is not to be disclosed, in any form, to any unauthorised person either during or after an Employee's employment with HML.
35. Policies and Procedures
- 35.1. Employees are required to work in accordance with Whakarongorau Aotearoa's policies and procedures. Whakarongorau Aotearoa may introduce new policies and procedures or amend or revoke existing policies and procedures from time to time, provided that all employees are notified.
- 35.2. Where a new policy is likely to have a significant impact on the working conditions of employees both they and the unions will be consulted prior to a decision being made.
- 35.3. Employees may be subject to disciplinary action should they fail to comply with the rules and procedures set out in Whakarongorau Aotearoa's policies. Serious breaches of policy or procedure may result in dismissal.
- 35.4. Policies are available for viewing on LOGIQC.
36. Family Violence
- 36.1. Whakarongorau Aotearoa will support employees experiencing family violence. This support includes:
- 36.1.1. In the event that an employee is affected by domestic violence, the employee or a representative of the employee may make a written request to temporarily change his/her working arrangements for a period of up to two months, for the purposes of dealing with the effects of domestic violence.
- 36.2. Whakarongorau Aotearoa agrees that any written request for changes to the employees working arrangements will be considered as soon as possible and the employee will be notified of the outcome within 10 days from the date of the request being made.

- 36.3. HMLP will consider any reasonable request from an employee experiencing family violence for;
- (i) Changes to their span or pattern of working hours, location of work or duties
 - (ii) A change to their work telephone number or email address or
 - (iii) Any other appropriate measure including those available under existing flexible work arrangements in legislation.
- 36.4. For those experiencing family violence HMLP will give consideration on a case by cases basis to providing paid leave to attend medical appointments, legal proceedings, counselling or any other family violence related activity. Any leave taken will be agreed between the parties.
- 36.5. Whakarongorau Aotearoa may request proof of domestic violence, provided such a request is made as soon as possible and within 3 days of receiving the written request from the employee. The employee must provide the requested proof within 10 days of his/her initial written request for flexible working arrangements.
- 36.6. The proof can take the form of a letter or document from police, a health professional, a lawyer, a family violence support service or other agreed party.
- 36.7. All personal information concerning family violence will be kept confidential and will not be kept on the employees personnel file without their agreement.
- 36.8. Family Violence Leave Entitlement
- 36.8.1. From 1 April 2019, employees who have a minimum of 6 months current continuous employment are entitled to up to 10 days family violence leave per annum. An employee is entitled to family violence leave in the event that an employee is affected by family violence and requires leave to deal with the effects of family violence. The Employee shall be paid at his/her relevant daily rate of pay for family violence leave, or if it is not practical to use relevant daily pay, then average daily pay will apply. Whakarongorau Aotearoa may request proof of family violence as set out above prior to paying family violence leave.

37. Health and Safety

- 37.1. Whakarongorau Aotearoa is committed to providing a safe and healthy work environment for its workers so that they can return home healthy and safe at the end of the day.

To achieve this we will:

- model good practice in health, safety and wellbeing which must meet or exceed relevant legislation, codes of practices, standards and guidelines
- Provide a healthy and safe work environment for all workers, both on Whakarongorau Aotearoa and external sites as far as is possible.
- create a culture where hazard identification, risk assessment and control is fundamental to the way we do our work
- accurately report accidents, and near misses promptly, using every opportunity to learn how to prevent these in the future
- acknowledge that whilst Whakarongorau Aotearoa has the ultimate accountability, managers and workers all have responsibility for health, safety and wellbeing

- actively engage with the workforce and their representatives on health and safety issues, using good faith principles
 - foster a mature health and safety culture through communication, education and active participation of all managers, workers and others to enable individuals to use sound judgement to take responsibility for, and actively manage, their own health and safety risks
 - ensure workers are provided with appropriate personal protective equipment, where this is necessary
 - support the rehabilitation and safe and appropriate return to work of sick or injured workers
 - develop, maintain, monitor and rehearse procedures for dealing with all foreseeable types of emergencies Whakarongorau Aotearoa could be exposed to or required to respond to
 - regularly and systematically review the health and safety policies, procedures and guidelines for on-going improvement.
- 37.2. Employees also have a responsibility under the Act to observe all safety procedures to adopt healthy and safe work practices and to properly use the first aid equipment and supplies Whakarongorau Aotearoa provides.
- 37.3. Employees must advise Whakarongorau Aotearoa of any medical condition (including stress related symptoms) which may impact on the employees ability to perform the employees duties safely or effectively.
- 37.4. Where it is determined, as an outcome of a health and safety assessment, that particular roles, group of roles or a role holder required to undertake risk identified tasks due to location or performance requirements should be vaccinated, it is a requirement for all Whakarongorau Aotearoa employees holding those roles to be fully vaccinated and to maintain their vaccinations against COVID-19 and/or any other public health risks of similar severity as advised. The unions will be consulted as part of a health and safety assessment related to this clause.
- 37.5. Where an employee does not provide evidence of their vaccination status or does not provide consent for the disclosure of their vaccination status to relevant third parties, Whakarongorau Aotearoa will treat the employee as unvaccinated until such time as evidence of full vaccination has been provided.

38. Safe Staffing and Healthy Workplaces

- 38.1. Whakarongorau Aotearoa are committed to providing safe employees and a healthy workplace to their employees.
- 38.2. Achieving healthy workplaces requires:
- (a) Having the sufficient levels of employees, skill mix, experience, and resourcing to achieve a match between demand and capacity.
 - (b) Systems, processes and work practices that ensure efficient scheduling and a credible, consistent and timely response to variance in demand.

- (c) A workplace culture between employees and their managers that reflects an understanding and actively advocates a balance between safe quality care, a safe quality work environment and organisational efficiency.
- (d) Encourage constructive participation and engagement with others.
- (e) The development of a learning culture that emphasizes employees at all levels being given the opportunity to extend their knowledge and skills.
- (f) Appreciation that good patient outcomes rely on the whole team and that teams need opportunities to work together. `
- (g) Having the right tools, technology, environment and work design to support health and safety and to ensure effective health care delivery. This includes the opportunity to be involved in the decisions about what is needed and when.

39. Whanau/Family Friendly Policies

- 39.1. Whakarongorau Aotearoa and employees recognise the value of whanau/family and will endeavour to promote whanau/family friendly policies within the parameters of the business requirements.

40. Superannuation – Kiwisaver

- 40.1. Employees have the option of joining Kiwisaver and all new employees will be automatically enrolled unless they choose to opt out. Where an employee becomes a member of Kiwisaver Whakarongorau Aotearoa will make contributions to this as required by law.

41. Professional Membership

- 41.1. Employees who are Registered clinician's, i.e. those requiring clinical registration and/or an annual practicing certificate for the role they have been appointed into e.g. a registered nurse or social worker will be reimbursed for the cost of the Employee's annual practicing certificate on the following basis:
- full reimbursement if the Employee works for Whakarongorau Aotearoa on a full-time basis as a registered clinician, and the Employee has no other employment;
 - full reimbursement if the Employee works for Whakarongorau Aotearoa as a registered clinician on a part-time basis and has no other employment; or
 - joint pro-rated reimbursement with another Whakarongorau Aotearoa if the Employee works for Whakarongorau Aotearoa as a registered clinician on a part-time basis and works for another Whakarongorau Aotearoa as a registered clinician on a part-time basis.
- 41.2. No reimbursement will be paid if the Employee works with another Whakarongorau Aotearoa who provides full reimbursement for their registration.

42. Deductions

- 42.1. Whakarongorau Aotearoa may, following consultation with the employee, make deductions from an Employee's pay to recover debts or overpayments. The employee's right to withdraw consent as provided for in s5 of the Wages Protection Act remains.

- 42.2. In the event of a debt or overpayment the party who first becomes aware of it must notify the other as soon as possible that the error has occurred. Whakarongorau Aotearoa will consult with the Employee regarding the amounts and frequency of the deductions in an endeavour to reach agreement on fair and reasonable repayment plan. Where an agreement can't be reached Whakarongorau Aotearoa is able to make a final and binding decision.
- 42.3. In the event of an over-accrual of leave, the party who first becomes aware of it must notify the other party as soon as possible that the error has occurred. Whakarongorau Aotearoa will consult the Employee regarding making a deduction from accrued leave in order to resolve the error.
- 42.4. In any situation where deductions will be made from an Employee's pay or accrued leave, the Employee will be given written notification of:
- Whakarongorau Aotearoa's intention;
 - the amount to be deducted; and
 - a full explanation of the reasons for the deduction.

43. Higher Duties Allowance

- 43.1. Employees who undertake the duties and responsibilities of a more senior position will be paid a higher duties allowance. The amount of this allowance should fairly reflect the higher responsibilities and be proportionate to the additional duties that are actually required to be carried out.
- 43.2. Payment of a higher duties allowance will be regarded as salary/wages for the purposes of calculating all other types of allowances.
- 43.3. Higher duties assignments should not usually extend beyond twelve Months (12) and will be set out in a mutually agreed written variation.

44. Shift Supervision Allowance

- 44.1. Where an employee provides rostered shift supervision they will receive a \$3 per hour allowance in addition to their relevant daily pay for the duration of the shift.

45. Expenses

- 45.1. Whakarongorau Aotearoa will reimburse the Employee for all reasonable expenses actually incurred by the Employee in the course of the Employee's employment in accordance with policy.
- 45.2. Unauthorised expenses will not be reimbursed, except in exceptional circumstances and only with the approval of the Employee's direct line manager. The Employee must produce reasonably complete documentary evidence of these expenses including, where appropriate, a properly completed GST tax invoice.
- 45.3. Where possible, claims for reimbursements are to be submitted, after being signed off by the employee's line manager, on a weekly basis to ensure people are repaid in a timely manner.

46. Technological Change

- 46.1. The methods used to perform certain tasks are changing constantly and Whakarongorau Aotearoa reserves the right to introduce new work methods or equipment from time to time. At the earliest opportunity, Whakarongorau Aotearoa will give Employees the opportunity to change or acquire any knowledge or skill necessary to meet the technological change.

47. Employee Representations

- 47.1. Employees covered by this Collective Employment Agreement warrant that:

- (a) They have not deliberately failed to disclose any matter, which may have materially influenced Whakarongorau Aotearoa's decision whether to employ them or to continue to employ them.
- (b) They have neither made, nor will make, any contractual commitments, which would conflict with the performance of their obligations under this Agreement.
- (c) They have the legal right to be employed in New Zealand for the duration of their employment.

48. Intellectual property

- 48.1. All ideas, concepts, copyright, inventions, patents, trademarks or other products or processes developed or created either in whole or part by any employee arising from or in connection with Whakarongorau Aotearoa's activities will be Whakarongorau Aotearoa's sole property.
- 48.2. All inventions, patent rights and other processes developed or created by an Employee or Employees arising from and developed in connection with the activities of Whakarongorau Aotearoa, shall be the sole property of Whakarongorau Aotearoa.

49. Professional indemnity insurance

- 49.1. Whakarongorau Aotearoa provides professional indemnity insurance for Employees, indemnifying employees who follow Whakarongorau Aotearoa policies, procedures and processes.

50. Resolution of Employment Relations Problems

- 50.1. An "employment relationship problem" includes:

- (a) A personal grievance
- (b) A dispute
- (c) Any other problem relating to or arising out of the employment relationship but does not include any problem with negotiating new terms and conditions of employment.

- 50.2. 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 (Ministry of Business, Innovation and Employment 0800 20 90 20), or a union, an advocate or a lawyer.

- (b) If the matter is unresolved either party is entitled to seek mediation from the Ministry of Business, Innovation and Employment 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.)

50.3. 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 Whakarongorau Aotearoa; 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.

50.4. If the employment relationship problem is a personal grievance, the employee must raise the grievance with Whakarongorau Aotearoa 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.

50.5. 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.

50.6. 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.

51. No Pass on Provisions

- 51.1. Penal rates for hours worked between 2200 and 2300 Monday to Friday and for hours worked between 2200 and 2300 on Friday will not be passed on to non union members for a minimum of 12 months from the date of ratification.

52. Penal Rates

- 52.1. For union members as at the date of ratification:

52.1.1. T1.25 shall be paid in addition to the base rate for all hours worked between 2200 and 0700 Monday to Friday

52.1.2. T1.50 shall be paid in addition to the base rate for all hours worked between 2200 on Friday and 0700 on Monday

52.1.3. T2 shall be paid in addition to the base rate for all hours worked on a Public Holiday.

- 52.2. For union members who become union members covered by this agreement following the date of ratification:

52.2.1. From date of ratification to [date 6 months from ratification], T1.25 shall be paid in addition to the base rate for all hours worked between 2300 and 0700 Monday to Friday.

52.2.2. From [date 6 months from ratification], T1.25 shall be paid in addition to the base rate for all hours worked between 2200 and 0700 Monday to Friday

52.2.3. From date of ratification to [date 6 months from ratification], T1.50 shall be paid in addition to the base rate for all hours worked between 2300 on Friday and 0700 on Monday.

52.2.4. From [date 6 months from ratification], T1.50 shall be paid in addition to the base rate for all hours worked between 2200 on Friday and 0700 on Monday

52.2.5. T2 shall be paid in addition to the base rate for all hours worked on a Public Holiday.

53. Long Service Leave

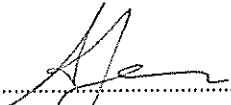
- 53.1. After 15 years' current continuous service, Employees will be entitled to a one-off extra week of paid leave which is to be taken at a mutually agreed time.

54. Qualification Assistance

- 54.1. Whakarongorau Aotearoa will provide some opportunities, where possible, for employees in Mental Health and Addictions (MHA) roles which require face to face hours of service to achieve or maintain those requirements.

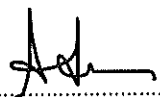
SIGNATORY PARTIES TO THIS AGREEMENT

For Whakarongorau Aotearoa (New Zealand) Limited Partnership:


.....
Anna Jones, Lead Advocate


Dated at Auckland this 30th day of March 2022

For NZ Public Service Association Incorporated (PSA)


.....
Angelyse Armstrong, Organiser

Dated at _____ this 21st day of March 2022

For New Zealand Nurses' Organisation (NZNO)


.....
Donna MacRae Organiser

Dated at _____ this 21st day of March 2022

Appendix 1.

W H A K A R O N G O R A U A O T E A R O A / U N I O N M E E T I N G A G R E E M E N T

1. Purpose

The purpose of this document is to set out a structure for communicating and conducting meetings between NZNO, PSA and the employees of Whakarongorau Aotearoa ("Whakarongorau Aotearoa") to ensure all parties work in partnership and that the operational impact is limited.

2. Meeting Structure

- (a) NZNO and PSA will make every endeavour to provide Whakarongorau Aotearoa with a minimum of 14 days' notice of a meeting. Notwithstanding a lesser notice period may be mutually agreed
- (b) All meetings must be organised centrally via the designated person within the Corporate Service team.
- (c) Whakarongorau Aotearoa will work with NZNO/PSA where timings may have a detrimental impact on operations to identify other possible suitable times.
- (d) Whakarongorau Aotearoa will coordinate room bookings, teleconference services and communications to facilitate these meetings.
- (e) NZNO/PSA will provide to Whakarongorau Aotearoa the confirmed meeting details
- (f) NZNO/PSA members will notify their team manager at Whakarongorau Aotearoa no less than 5 days before a meeting they intend to attend, this is to ensure Whakarongorau Aotearoa can provide the required cover to the operation.
- (g) NZNO/PSA will make it clear to their members that there is no issue in disclosing information as per vi. above and that this is to facilitate suitable rosters.
- (h) Where a significant number of NZNO/PSA members notify Whakarongorau Aotearoa that they are attending the same meeting that cannot be appropriately covered by Whakarongorau Aotearoa, it is agreed that NZNO, PSA and Whakarongorau Aotearoa will work together to allocate some members to an alternative meeting thus avoiding a detrimental impact on operations.

3. Union Meeting Remuneration

At present, Whakarongorau Aotearoa will pay employees for the time taken to attend a NZNO/PSA whilst rostered on. This time is deemed to be part of the roster and is not additional to rostered time. It is proposed that going forward, a member attending a NZNO/PSA meeting where the structure proposal i. to viii. has been followed, will be remunerated for the time attended regardless of whether they are on or off roster at the time.

In order to facilitate this the following should be agreed:

- (a) NZNO / PSA will provide an attendance list of each meeting to Whakarongorau Aotearoa no later than 48 hours after the meeting.
- (b) The employee is entitled to be remunerated for the duration of the meeting only. Travel to / from the meeting is not deemed to be a component of the remuneration.
- (c) Out of pocket expenses relating any NZNO/PSA meeting does not qualify for a refund in line with Whakarongorau Aotearoa existing policies. However, an out of pocket expense may be approved for refund provided approval is obtained before the out of pocket expense is incurred.
 - (i) Approval may only be obtained from one of: CEO, Operations Director, Head of Finance and Corporate Services.
 - (ii) This policy will be reviewed by both parties one year post implementation as part of a quarterly meeting.