



**DISTRICT HEALTH BOARDS / NZNO**

**NURSING and MIDWIFERY**

**MULTI-EMPLOYER**

**COLLECTIVE AGREEMENT**

**4 June 2018 – 31 July 2020**

(comes into force on 23 July 2018)

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# DHBs / NZNO Multi-Employer Collective Agreement (MECA)

## 1.0 Parties

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

BETWEEN:

Auckland District Health Board (Auckland)  
Bay of Plenty District Health Board (BOP)  
Canterbury District Health Board (Canterbury)  
Capital and Coast District Health Board (Capital & Coast)  
Counties Manukau District Health Board (Counties Manukau)  
Hawke's Bay District Health Board (Hawke's Bay)  
Hutt Valley District Health Board (Hutt Valley)  
Lakes District Health Board (Lakes)  
MidCentral District Health Board (MidCentral)  
Nelson Marlborough District Health Board (Nelson Marlborough)  
Northland District Health Board (Northland)

South Canterbury District Health Board (South Canterbury)  
Southern District Health Board (Southern)  
Tairāwhiti District Health Board (Tairāwhiti)  
Taranaki District Health Board (Taranaki)  
Waikato District Health Board (Waikato)  
Wairarapa District Health Board (Wairarapa)  
Waitemata District Health Board (Waitemata)  
West Coast District Health Board (West Coast)  
Whanganui District Health Board (Whanganui)

Where more than one DHB merge during the term of this Agreement clauses or appendices referring to specific terms and conditions for any of those DHBs will transfer to the new DHB but will recognise the former DHB boundaries that existed prior to the merger and become location specific terms and conditions.

(The "Employer" or "DHB")

AND:

The New Zealand Nurses Organisation (NZNO)

(The "Union")

- 1.2 NZNO DHB Bipartite Relationship Agreement/Bipartite Action Group (BAG)  
Please refer to Appendix 1a for "Agreement for Bipartite Relationship Framework" and Appendix 1b for "Healthy Workplaces Agreement" which replaces this sub-clause.

## ***2.0 Coverage and Application***

- 2.1 This is a multiple employer collective agreement (MECA) that is made pursuant to the Employment Relations Act 2000.  
This MECA shall apply to all employees who are members of NZNO and who are employed by the DHBs party to this MECA in the roles listed below or hold a nursing and midwifery position and is required by the employer to be a qualified health professional:

Nurse Practitioners  
Registered Nurses  
Registered Midwives  
Enrolled Nurses  
Registered Obstetric Nurses  
Karitane Nurses  
Health Care Assistants/ Hospital Aides

- 2.2 There are exclusions to the coverage described above that apply at specific DHBs as follows:  
Directors of Nursing and/or Midwifery or equivalent positions (such as Professional Nurse or midwife Advisors) (at all DHBs)  
Associate Directors of Nursing or Midwifery or equivalent positions (such as Professional Nurse or Midwife Advisors / Leaders) (at all DHBs)  
Mental Health nursing positions (at Waitemata, Auckland, Counties Manukau, Nelson/Marlborough, West Coast DHBs)

The DHB party's agree to alterations to these exclusions once present coverage issues have been resolved between NZNO and the PSA.

- 2.3 The parties agree that any employee whose work is covered by the coverage clause of this agreement (clause 2.1-2.2 above), who is engaged by the employer between the date this agreement comes into effect and the expiry date shall be offered information about becoming a member of the union which is a party to this agreement, as supplied by that union. The new employee shall from the date of becoming a union member, be entitled to all benefits, and be bound by all the obligations, under this agreement. Further to this, the provisions of Section 62 of the Employment Relations Act 2000 shall apply.

If an employee covered by this agreement leaves the employment of the Employer then they shall no longer be covered by this agreement.

- 2.4 Existing employees who are covered by the coverage clause of this MECA (clause 2.1) and not specifically excluded (clause 2.2) who become members during the term of the MECA shall, from the date of becoming a union member, be bound by all benefits and obligations

relating to employees under this MECA subject to the restrictions set out in the Employment Relations Act 2000.

- 2.5 **Impact on Individual Employment Agreements:** Where an employee on an individual employment agreement elects to be bound by this MECA, their previous terms and conditions of employment shall no longer apply unless otherwise agreed between that employee and the employer.
- 2.6 **Savings:** Nothing in this MECA shall operate as to reduce the ordinary (T1) salary rate applying to any employee at the date of this MECA coming into force unless specifically agreed between the parties during the negotiations.
- 2.7 **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.
- 2.8 DHBs undertake not to reduce nursing, midwifery or Health Care Assistant numbers solely on the basis of the additional costs of employing nurses under this agreement.
- 2.9 All terms and conditions in this Agreement shall have effect/apply from the date specified in the particular clause, or from the date specified in the term of the agreement (Clause 3) where there is no date specified, except that:
- a) Subject to s.58 of the Employment Relations Act 2000, any employee who becomes bound by this agreement after the date of ratification shall only be able to enforce the terms with effect from the date on which they advise the employer they have joined NZNO.

### ***3.0 Term***

The term of the MECA is 4 June 2018 to 31 July 2020. The MECA comes into force from 23 July 2018 for particular clauses.

### ***4.0 Variation of this MECA***

Any variation to this MECA shall be mutually agreed between all the parties and such variation shall be in writing and signed by all the parties (i.e.: all DHBs parties and NZNO).

All parties shall be informed of and provided with relevant information about any proposed variation.

The process for variation to the MECA involves the party seeking the variation putting forward the proposed variation, along with supporting information describing the reason for seeking the variation and any potential national impact.

### **DHB party seeking Variation to MECA**

1. DHB sends the proposed variation and supporting documentation (outlining reasons for the proposed variation) to the Chair of the Employment Relations Strategy Group (ERSG) (or their proxy).
2. The Chair arranges for appropriate distribution and coordinates comment on the proposed variation.
3. The proposed variation is then circulated along with any nationally-focused comments to DHB CEOs for their consideration (a two-week response period is generally expected).
4. DHB CEOs respond to the Chair with their decision regarding whether to support the proposed variation.
5. If all DHB CEOs support the proposal, it is forwarded to NZNO's DHB sector Indul Advisor for the Unions' consideration and response.
6. The Chair advises DHBs of whether or not NZNO agree to the variation.
7. The Chair arranges for the variation to be signed and copies provided to the DHBs.

### **NZNO seeking Variation to MECA**

1. NZNO forwards the proposal for a variation to the Chair of the ERSG (or their proxy).
2. The Chair arranges for comment to be made on the proposed variation by DHBs to whom the variation applies.
3. Assuming support in 2 above, the Chair arranges for comment to be made on the proposed variation by other DHBs.
4. The Chair circulates the proposed variation along with any comments to the DHB CEOs for consideration (a two-week response period is generally expected).
5. The Chair informs NZNO of whether or not all DHB parties have agreed to the variation.
6. The Chair arranges for the variation to be signed and copies provided to the DHBs.

## ***5.0 Definitions***

"BAG" means the DHB Bipartite Action Group established pursuant to clause 1.2 and Appendix 1A.

"Caseload Midwife" shall, when used in this MECA, include those employees undertaking similar roles but using other designations such as Continuity Care Midwives, Domino Midwives or Lead Maternity Carer.

"Casual employee" means an employee who has no set hours or days of work and who is normally asked to work as and when required. Casual employees can not be used to replace genuine permanent or temporary situations except to meet business requirements when no other alternative is available. Nothing in this definition shall preclude casual employees from moving through the pay scale in this agreement or accessing the provisions of PDRP Allowances where they have obtained and continue to maintain their competency as per Nursing Council requirements.

"Community Nurse and Midwife" means nurses and midwives working in the community, and includes community mental health nurses, district nurses, public health nurses and other nurses and midwives designated by a DHB as a community nurse or midwife.



“District nurse” means a registered nurse who is engaged in domiciliary and/or community nursing duties, and, where required by the DHB in any particular locality, in public health services.

“Duly Authorised Officer (DAO)” means anyone appointed to undertake Duly Authorised Officer duties, and has the same meaning as in the Mental Health (Compulsory Assessment and Treatment) Act 1992.

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

“Employee” means any person employed by an employer and whose position is covered by this MECA.

“Employer” means the relevant District Health Board employing the particular employee.

“Enrolled nurse (EN)” has the same meaning as in the HPCA.

“Full time employee” means an employee who works not less than the “ordinary” or “normal” hours set out under “hours of work” in this MECA.

“Health Care Assistant (HCA)” or “Hospital Aide (HA)” means an employee who is an auxiliary to the nursing team, and is able to perform tasks in their position description relating to patient care and who works under the direction of a registered nurse or midwife. Attention is drawn to the list of current titles (appendix 1(d)) but the parties further acknowledge that whilst there are a range of common titles existing across DHBs, different designations are also in use such as Operating Theatre Assistants.

“HPCA” means the Health Practitioners Competence Assurance Act 2003 and its successors.

“Karitane nurse” means a person who has undergone the course of training and passed the examinations for Karitane nurses conducted by the Royal New Zealand Plunket Society.

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

“Night Duty” means any duty which, as part thereof, comprises the hours between midnight and 5:00am on any day of the week.

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

“Nurse and nursing staff and/or ‘employee(s)’ ” includes all employees covered by this MECA who:

- 1) are qualified for registration under the HPCA as comprehensive, psychiatric, psychopaedic, general and/or obstetric nurses, or midwives; or
- 2) are qualified for enrolment in terms of the HPCA as enrolled nurses or nurse assistants; or
- 3) are undergoing a course of training prescribed by the registration body (Nursing Council) with a view to registration as aforesaid; or

- 4) hold the appropriate qualifications and are employed as Karitane nurses; or are employed as Hospital Aides or Health Care Assistants.

“Ordinary time hourly rate of pay” shall be 1/2086, correct to two decimal places of a dollar, of the yearly rate of salary payable. T1 refers to the ordinary hourly rate of pay; T1.5 refers to one and a half times the ordinary hourly rate of pay; and T2 refers to double the ordinary hourly rate of pay.

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

“Registered Nurse (RN)” means a person as defined by the HPCA as a Registered Nurse.

“Registered Obstetric Nurse (RON)” means a person as defined by the HPCA as a Registered Obstetric Nurse.

“Relevant Daily Pay” has the meaning as provided by the Holidays Act 2003.

“Senior Nurses or Midwives” means a nurse or midwife who is appointed by a DHB into a designated senior position and is paid on the scale at 8.0.3.

“Service” means the current continuous service with the employer and its predecessors (Hospital and Health Services, Crown Health Enterprises, Regional Health Authorities, Health Funding Authority, Area Health Boards and Hospital Boards), except where otherwise defined in the applicable clause. As of the commencement of the previous MECA07 service will transfer between DHBs and service shall not be deemed to be broken by an absence of less than three months. However, where the employee remains actively engaged on nursing or midwifery related work or study whilst absent, the period of three months shall extend to twelve months. This period of absence does not count as service for the purpose of attaining a service related entitlement.

“Shift work” is defined as the same work performed by two or more employees or two or more successive sets or groups of employees working successive periods.

“Merger” means where more than one DHB amalgamates with another DHB(s). The new entity created by the merger will become a party to this Collective Agreement from the effective date of the merger. Any clauses or appendices referring to specific terms and conditions for any of the merged DHBs will transfer to new DHB entity but will recognise the former DHB boundaries that existed prior to the merger and become location specific terms and conditions.

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

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

## ***6.0 Hours of Work***

The parties note that the Health and Safety at Work Act 2015 S.36 (1) requires the employer to take all practical steps to prevent harm occurring to employees from the way work is organised.

In designing and implementing shift rosters to meet service needs, the employer shall ensure the disruption, personal health effects and fatigue associated with shift work are minimised for the group of workers involved. Rosters shall be jointly developed and reviewed by the employer, representatives of the affected employees and NZNO.

Attention is drawn to the rostering guidelines in each DHB. The employer will endeavour to ensure safe staffing levels and appropriate skill mix in work areas. There shall be a programme of regular monitoring of staffing levels and skill mix. Any identified staffing deficiencies shall be addressed.

The parties' attention is drawn to the establishment of a staff Staffing / Healthy Workplaces Unit and should ensure that rostering practices are compatible with any systems and guidelines that results from the units work.

The parties agree that with respect to rosters and hours of work, initiatives for innovation and flexibility may be trialled within a DHB(s) for a defined period. The conditions of such trial shall be mutually agreed between the directly affected parties prior to commencement. At the end of the trial an evaluation based on agreed criteria must be completed within a set timeframe. The results of the trial are to be forwarded to the JBAG for consideration as to whether it may be applied nationally through either a variation to this MECA or facilitation by a subsequent MECA.

The provisions of Clause 6 will not apply to Caseload Midwives with the alternate clause under 10.6 applying.

- 6.1 The ordinary working hours of an employee employed full-time shall be 80 per fortnight.
- 6.2 Employees will normally work 8 hours a day/shift in duration, except that part-time employees by mutual agreement between the employer and the employee, may work shifts of no less than 4 hours.
- 6.3 The pay period shall commence at the beginning of the Sunday/Monday night shift. When a major part of a shift falls on a particular day the whole shift shall be regarded as being worked on that day.
- 6.4 All duties must commence between 0600 and 2315 hours. Duty hours must be consecutive except for unpaid meal breaks.
- 6.5 Rosters will be published not less than 28 days prior to the commencement of the roster, provided that less notice may be given in exceptional circumstances. Rosters posted will show duties for a minimum 28 day period. Changes in rosters, once posted, shall be by mutual agreement.
- 6.6 Roster Pattern Divisors

The following rosters or combination of rosters will apply during the term of this Agreement:

- 5 days on duty followed by 2 days off duty - 2086 hours p.a. (i.e.: shift length 8 hours)
- 4 days on duty followed by 4 days off duty - 1460 hours p.a. (i.e.: shift length 8 hours)
- 4 days on duty followed by 3 days off duty - 2086 hours p.a. (i.e.: shift length 10 hours)
- 4 days on duty followed by 2 days off duty – 2086 hours pa. (i.e.: shift length 8 hours and 35 minutes) or 1947 hours p.a. (shift length 8 hours)
- 2 days on duty followed by 2 days off duty - 2190 hours p.a.

A part-time employee may work within the rosters described above.

6.7 Where the employer clearly identifies that alterations in staff hours are required the hours of work may be varied by agreement between the employees affected, NZNO and the employer. Such agreement shall be put in writing and signed.

6.8 (i) Every employee shall have two periods of at least 24 hours off duty each week, and except in the case of emergencies or by agreement, these shall be consecutive. **Note:** These off duty periods may fall separately no more than once every four weeks for the following reasons:

at the request of the employee  
or  
to facilitate rostering.

(ii) Except in an emergency, no employee shall work more than seven consecutive 8-hour duties.

6.9 Minimum break between spells of duty:

(i) A break of at least twelve continuous hours must be provided wherever possible between any two periods of duty of a full shift or more. Note: if the employee requests a lesser break the overtime payments will not apply.

(ii) Periods of a full shift or more include:

Periods of normal rostered work; or  
Periods of overtime that is continuous with a period of normal rostered work;  
or  
Full shifts of overtime/call back duty.

This requirement to provide a break wherever possible applies whether or not any penalty payment will apply under the provisions of this clause.

If a break of at least nine continuous hours cannot be provided between periods of a full shift, the shift is to be regarded as continuous until a break of at least nine continuous hours is taken, and it shall be

paid at overtime rates, with proper regard to the time at which it occurs and the amount of overtime which precedes it.

If a call back of less than a full shift is worked between two periods of duty of a full shift or more, a break of nine continuous hours must be provided, either before or after the call-back. If such a break has been provided before the call-back it does not have to be provided afterwards as well.

- (iii) Except, for those employees who are called back between 2300 and 0500 hours, the break must be provided afterwards unless otherwise agreed between the employer and the employee.
  - (iv) Time spent off duty during ordinary working hours solely to obtain a nine hour break shall be paid at ordinary time rates. Any absence after the ninth continuous hour (or fourth continuous hour where applicable) of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.
  - (v) The penalty payment provisions of this clause will not apply in any case where the result would be to give an employee a lesser payment that would otherwise have been received.
- 6.10 Notwithstanding the foregoing conditions staff may be permitted to change shifts one with another by mutual arrangement and with the prior approval of the manager. Overtime or other penalty provisions shall not apply in these instances.
- 6.11 Where the employer requires employees to attend classes of instruction or examinations as part of their education the time so occupied shall be deemed to form part of their hours of work.
- 6.12 As a general principle, when additional shifts are required, preference will be given in the first instance to part-time employees.
- 6.13 Employees will not be required to change between day and night duties more than once in any 80 hour fortnight.
- 6.14 Those employees who work a night shift which straddles a public holiday, shall be paid at public holiday rates for those hours which occur on the public holiday and the applicable rates for the remainder of the shift. One alternative holiday shall apply in respect of each public holiday or part thereof worked.
- 6.15 Wherever possible an employee changing duties on consecutive days shall be rostered off for a minimum of 12 consecutive hours.
- 6.16 Duties, once commenced, shall be continuous unless otherwise agreed between the employer, the union and the employee.
- 6.17 Prior to this agreement where rostering practices are in existence that cover all employees or a specific identifiable sub-group of employees and those practices are more favourable than the provisions of Clause 6, they shall continue to apply and are not rendered null and void by this agreement.

## 6.18 Changing Time

Where an employee is required by the employer to wear a particular uniform on duty and is not permitted to wear that uniform other than within the precincts of the hospital, the employee shall be allowed a period of six minutes, both at the commencement and cessation of each duty, as changing time.

## 6.19 Additional Provisions for Employees working Alternative Rosters

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

- a) Alternative hours of work may be implemented by agreement between the employer, the employees directly affected and the NZNO. Such agreement shall be in writing and signed by the representatives of the parties.

It is recognised that some areas may continue to utilise the standard eight hour roster alongside the 10/12 hours rosters. An employee who elects to opt out of working 10/12 hour rosters shall give a minimum of four weeks' notice. Employees who accept a new position which requires the individual to work a 10 hour shift are not eligible to opt out without the consent of the employer.

- b) 10 and 12 hour shifts are not recommended as a standard rostering pattern and shall occur only where clear clinical / service rationale supports this practice. Such shift patterns shall not compromise those employees who elect to work an eight hour roster.
- c) If a party to this Agreement wishes, for health and safety reasons, to change the above roster patterns, they shall engage in a process of consultation consistent with Clause 24 in order to do so.
- d) Any 10 and 12 hour shifts shall be subject to (a) above.
- e) Every employee shall have at least 2 consecutive 24 hour periods off duty each week.

No employee working 10 hours per rostered shift shall work more than five consecutive duties. Where five consecutive 10 hour duties are worked the employee must then have a minimum of 3 consecutive 24 hour periods off duty.

No employee working 12 hours per rostered shift shall work more than 4 consecutive duties. Where 4 consecutive 12 hour duties are worked, by agreement with the employee, then the employee must then have a minimum of 4 consecutive 24 hour periods off duty. It is recognised that 3 consecutive 12 hours shifts is the preferred

maximum. Where 3 consecutive 12 hour shifts are worked the employee must have a minimum of 3 consecutive periods 24 hours off duty.

Notwithstanding the foregoing, these off duty periods may fall separately no more than once every four weeks at the request of the employee or to facilitate rostering.

- f) Meal Breaks and rest periods shall be observed in accordance with clause 7.0. In addition, an employee who works a 12 hour shift shall be allowed two meal breaks, one paid and one unpaid, each of not less than half an hour. The second meal break is to be taken after having worked eight hours of the shift. Such meal breaks shall be arranged so as to be spaced as near as possible at equal intervals.
- g) Minimum breaks between duties: No 12 hour roster shall contain breaks between duties of less than eleven consecutive hours. No 10 hour roster shall contain breaks between duties of less than nine consecutive hours. If the actual breaks are not achieved then the payment provisions of the overtime clause 8.3.2 shall apply. Note: if the employee requests a lesser break the overtime payments will not apply.
- h) Overtime - the following payments shall apply:
  - (i) Ten hour shifts: T1.5 after 10 hours for the 11<sup>th</sup> hour, then T2 for all hours worked thereafter;
  - (ii) Twelve hour shifts: T2 for all hours worked in excess of a rostered 12 hour shift;
  - (iii) For those fulltime employees working 12 hour shifts, overtime shall apply after 120 hours averaged over 3 weeks at the rate specified in 8.3.2 (c);
  - (iv) For all other employees working alternative hours of work, overtime shall apply after 80 hours per two week period (Clause 8.3.2 shall apply).
- i) Annual Leave / Sick Leave: each day of annual leave or sick leave shall be calculated and paid according to the number of hours rostered to work on the day of such leave.
- j) Every employee who completes one year on alternative hours of work as above shall receive one week shift leave in place of the provisions set out in clause 13.2.

## ***7.0 Meal Breaks and Rest Periods***

- 7.1 Except when required for urgent or emergency work and except as provided in 7.2 below, no employee shall be required to work for more than five hours continuously without being entitled to a meal break of not less than half an hour. There will be only one meal break of not less than half an hour during a 10 hour shift.
- 7.2 An employee unable to be relieved from the workplace for a meal break (as defined in 7.1) shall be entitled to have a meal while on duty and this period shall be regarded as working time paid at the appropriate rate (the rate payable at that time).

- 7.3 Except where provided for in 7.2 above an employee unable to take a meal after five hours shall, from the expiry of five hours until the time when a meal can be taken, be paid T0.5 in addition to the hourly rate that would otherwise be payable.
- 7.4 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, and the equivalent breaks for night duty where these occur during duty, shall be recognised as time worked.
- 7.5 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer. Where it is impractical to supply tea, coffee, milk and sugar free of charge, an allowance of \$1.46 per week in lieu shall be paid. This allowance shall continue during all periods of leave except leave without pay.



## 8.0 Salaries

### 8.0.1 Registered, Enrolled, Obstetric and Karitane Nurses, Midwives, Health Care Assistants and Hospital Aids Salary Scales

Registered Nurse and Registered Midwife scale	Effective 4/7/2016	4/06/2018	6/08/2018	6/05/2019	5/08/2019
Step 6*				72,944	75,132
Step 5	66,755	68,758	70,820	70,820	72,945
Step 4	60,081	61,883	63,740	63,740	65,652
Step 3	56,865	58,571	60,328	60,328	62,138
Step 2	53,528	55,134	56,788	56,788	58,491
Step 1 (New Grad)	49,449	50,932	52,460	52,460	54,034

To be eligible to move to Step 6 a RN/RM must have been on Step 5 for a minimum of 12 months at 6 May 2019.

**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 (\*).

Enrolled, Obstetric, Karitane Nurses and Nurse Assistants	Effective 4/7/2016	4/06/2018	6/08/2018	6/05/2019	5/08/2019
Step 4				55,385	57,047
Step 3	50,685	52,206	53,772	53,772	55,385
Step 2	46,977	48,386	49,838	49,838	51,333
Step 1	44,505	45,840	47,215	47,215	48,632

Health Care Assistants and Hospital Aides	Effective 4/7/2016	4/06/2018	6/08/2018	6/05/2019	5/08/2019
Step 5				46,605	48,003
Step 4	42,650	43,930	45,247	45,247	46,605
Step 3	41,894	43,151	44,445	44,445	45,779
Step 2	39,269	40,447	41,660	41,660	42,910
Step 1	36,955	38,064	39,206	39,206	40,382

Caseload Midwives (penals and overtime do not apply with the exception of penals on public holidays)	Effective 4/7/2016	4/06/2018	6/08/2018	5/08/2019
	89,299	91,978	94,737	97,579

Progression: By annual increment through all steps in each scale at anniversary date.

### 8.0.2 Community Nurse and Midwife Scale

Community Mental Health Nurses, District Nurses and Public Health Nurses and Community Midwives	Effective 4/7/2016	4/06/2018	6/08/2018	6/05/2019	5/08/2019
Step 8*	73,706	75,917	78,195	80,541	82,957
Step 7*	72,290	74,459	76,692	76,692	78,993
Step 6*	70,871	72,997	75,187	75,187	77,443
Step 5	66,755	68,758	70,820	70,820	72,945
Step 4	60,081	61,883	63,740	63,740	65,652
Step 3	56,865	58,571	60,328	60,328	62,138
Step 2	53,528	55,134	56,788	56,788	58,491
Step 1	49,449	50,932	52,460	52,460	54,034

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 (\*).

### 8.0.3 Designated Senior Nurse and Midwifery Salary Scale

Designated Senior Nurse and Midwife Salary Scales	Effective 4/7/2016	4/06/2018	6/08/2018	6/05/2019	5/08/2019
Grade 2	72,290	75,182	77,437	77,437	79,760
	73,706	76,654	78,954	78,954	81,322
	75,125	78,130	80,474	82,888	85,375
Grade 3	78,749	81,899	84,356	84,356	86,887
	81,779	85,050	87,602	87,602	90,230
	84,807	88,199	90,845	93,571	96,378
Grade 4	83,292	86,624	89,222	89,222	91,899
	86,321	89,774	92,467	92,467	95,241
	89,350	92,924	95,712	98,583	101,541
Grade 5	87,834	91,347	94,088	94,088	96,910
	90,866	94,501	97,336	97,336	100,256
	93,893	97,649	100,578	103,596	106,703
Grade 6	90,866	94,501	97,336	97,336	100,256
	93,893	97,649	100,578	100,578	103,596
	96,922	100,799	103,823	106,938	1110,946
Grade 7	93,893	97,649	100,578	100,578	103,596
	96,922	100,799	103,823	103,823	106,938
	98,896	102,852	105,937	109,116	112,389
Grade 8	98,896	102,852	105,937	105,937	109,116
	104,253	108,423	111,676	111,676	115,026
	109,611	113,995	117,415	117,415	120,938
	114,967	119,566	123,153	126,847	130,653

**Progression:** Movement through steps in each grade shall, subject to satisfactory performance (see 8.1(f) below), be annual on the anniversary date of appointment to the designated senior position. Movement between Grades shall be on the basis of appointment to a higher graded position.

## 8.1 Operation of Salary Scales

- (a) The salary scales above shall be applied to the respective groups of employees.
- (b) On appointment, the employer shall place employees on any step of the relevant scale, taking into account the following factors:
  - (i) previous nursing/midwifery experience or other relevant work and life experience - the employer may credit this service;
  - (ii) degree of difficulty in recruiting for specific skills and/or experience required for the position
- (c) An employee who transfers between DHBs and has continuous service pursuant to the service definition in clause 5.0 and who has been appointed to the same salary step and salary grade shall:
  - (i) retain the same salary increment date, as with the previous employer, if the break in service is less than three months; or
  - (ii) where the break is between three and twelve months their salary scale annual increment anniversary date will be adjusted to such later date as calculated by the equivalent number of days comprising the break provided the employee remains actively engaged on nursing or midwifery related work or study during the break.
- (d) For new appointees to designated senior nurse or midwife positions, placement on the scale will be based on job size, job content, responsibility, experience and qualifications.
- (e) A nurse or midwife previously employed on the top Enrolled Nurse step shall be appointed no lower than the second step of the registered Nurse or Midwife scale when they qualify as a Registered Nurse or Midwife.
- (f) Movement through the salary scales shall be by automatic annual increment, except for senior nurses or midwives whose advancement through the steps in their salary grade shall be annual, subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised. Movement across senior salary grades shall only occur with a change in position.
- (g) Employees on fulltime study leave or parental leave, with or without pay, shall continue to receive annual increments to which they would otherwise be entitled.

## 8.3 Overtime and Penal Time

### 8.3.1 Eligibility restricted for senior nurses or midwives

This clause 8.3 shall apply to all employees except that for Senior Nurses and Senior Midwives, overtime and penal rates will only apply as outlined in 8.3.1 (a) and (b) below:

- (a) Penal - Payment of weekend and night 'penal' rates shall be payable where Senior Nurses/Midwives are required to work shifts and rosters or have approval to work weekends or nights on a regular basis in order to fulfil the requirements of the Job Description.
- (b) Overtime shall be payable to senior nurses or midwives only in the following circumstances:
  - (i) Where the appropriate manager is satisfied that the additional time worked is necessary because of an emergency or other special circumstances; and
  - (ii) Where the salary does not already incorporate a payment for overtime/penal time hours.

Equivalent time off for work performed outside normal hours may be granted in lieu of overtime by agreement between the employee and the manager concerned.

### 8.3.2 Overtime

- (a) Ordinary hourly rate of pay – The ordinary hourly rate shall be one, two thousand and eighty-sixth part (1/2086), correct to two decimal places of a dollar, of the yearly rate of salary payable.
- (b) Overtime is time worked in excess of:
  - (i) eight hours per day or the rostered duty whichever is greater or
  - (ii) 80 hours per two week period

Provided that such work has been authorised in advance. This clause shall not apply to employee working alternative hours of work and the overtime provision in Clause 6.19 (g) shall apply.
- (c) Overtime worked on any day (other than a public holiday) from midnight Sunday/Monday to midnight on the following Friday shall be paid at one and one half times the ordinary hourly rate of pay (T1.5) for the first three hours and at double the ordinary hourly rate of pay (T2) thereafter.
- (d) Overtime worked from 2200 until the completion of a rostered night duty Sunday to Friday, or from midnight Friday to midnight Sunday/Monday, or on a public holiday shall be calculated at double the ordinary rate (T2).
- (e) No employee shall be required to work for more than 12 consecutive hours where their normal shift is of 8 or 10 hours' duration.

### 8.3.3 Penal Rates

- (a) Weekend rate - applies to ordinary time (other than overtime) worked after midnight Friday/Saturday until midnight Sunday/Monday shall be paid at time one half (T0.5) in addition to the ordinary hourly rate of pay.
- (b) Public Holiday rate – applies to those hours which are worked on the public holiday. This shall be paid at time one (T1) in addition to the ordinary hourly rate of pay. (See clause 12.4-12.8 for further clarification.)
- (c) Night rate – applies to ordinary hours of duty (other than overtime) that fall between 2000hrs and until the completion of a rostered night duty from midnight Sunday/Monday to midnight Friday/Saturday and shall be paid at quarter time (T0.25) in addition to the ordinary hourly rate of pay.
- (d) Overtime and weekend/public holiday or night rates shall not be paid in respect of the same hours, the higher rate will apply.

## **9.0 Call Backs**

9.1 Call-back occurs when the employee:

- (i) is called back to work after completing the day's work or duty, and having left the place of employment; or
- (ii) is called back before the normal time of starting work and does not continue working until such normal starting time;

Call-back is to be paid at the appropriate overtime rate (clauses 8.3.2 (c) and (d)) for a minimum of three hours, or for actual working and travelling time, whichever is the greater, except that call-backs commencing and finishing within the minimum period covered by an earlier call-back shall not be paid for. Where a call-back commences before and continues beyond the end of a minimum period for a previous call-back, payment shall be made as if the employee had worked continuously from the beginning of the previous call-back, to the end of the later call-back.

**9.2 Transport:** Where an employee who does not reside in employer accommodation is called back to work outside the employee's normal hours of duty in respect of work which could not be foreseen or prearranged, the DHB shall either:

- (i) provide the employee with transport from the employee's place of residence to the institution where the employee is employed and to the place of residence from the institution; or
- (ii) reimburse the employee the actual and reasonable travelling expenses incurred in travelling from the employee's place of residence to the institution or from the institution to the employee's place of residence, or both travelling to and from the institution.

9.3 Where an employee is "on call" the allowance set out in clause 10 below will be paid.

## ***10.0 Allowances***

### **10.1 On Call**

- 10.1.1 In the interests of healthy rostering practices, the parties agree that the allocation of on-call time should be spread as evenly as practicable amongst those required to participate in an on-call roster.
- 10.1.2 With effect from 4 June 2018 an employee who is instructed to be on call during normal off duty hours, shall be paid an on call allowance of \$8.00 per hour except on Public Holidays when the rate shall be \$10.00.
- 10.1.3 The on call allowance is payable for all hours the employee is rostered on call including time covering an actual call out.
- 10.1.4 Unless by mutual agreement or in emergencies, no employee shall be required to remain on call for more than 40% of the employee's off-duty time in any three-weekly period.
- 10.1.5 In services where the employer's operational requirements and staffing levels permit, employees working seven day rosters should not be rostered on call on their rostered days off.
- 10.1.6 An employee who is required to be on call and report on duty within 20 minutes shall have access to an appropriate locater or a cell phone.

### **10.2 Higher Duties**

- 10.2.1 A higher duties allowance shall be paid to an employee who, at the request of the employer is substantially performing the duties and carrying the responsibilities of a position or grade higher than the employee's own.
- 10.2.2 Except as provided for under clause 10.2.3, the higher duties allowance payable shall be \$3.00 per hour provided a minimum of 8 consecutive hours of qualifying service is worked per day or shift.
- 10.2.3 Where an employee performs the duties of the higher position for more than five consecutive days (or, for example, three consecutive days when 12 hour shifts are worked, or four consecutive days when working 10 hour shifts), the allowance payable shall be the difference between the current salary of the employee acting in the higher position, and the minimum salary the employee would receive if appointed to that position.

### **10.3 Duly Authorised Officer Allowance**

Duly Authorised Officer means an employee appointed by the Director of Area Mental Health Services to undertake Duly Authorised Officer role and function as defined in the Mental Health (Compulsory Assessment and Treatment) Act 1992.

Employees who are designated by the employer as Duly Authorised Officers shall receive an annual allowance (pro-rata for part time staff) payable fortnightly on the following basis:

<b>DHB</b>	<b>Per Annum Payment</b>
MidCentral	\$2,500 (See side letter for Mental Health Emergency Team DAO payments)
Hutt Valley	\$2,500
Wairarapa	\$2,500
Taranaki	\$2,500
Hawke's Bay	\$2,500
Bay of Plenty	\$2,000
Northland	\$2,000
Lakes	\$2,000
Waikato	\$2,000
Tairāwhiti	\$2,000
Whanganui	\$2,000
Otago	\$3,400
Southland	\$3,400
South Canterbury	\$3,400
Canterbury	\$3,000 & \$500
Capital and Coast	\$5,177

The DAO allowance for Capital and Coast DHB's Crisis Team will be \$5,177 per annum until the standard DAO payments exceed this. This amount is an entitlement to those employees who are on a base salary plus benefits.

OR

For those employees who are on a salarised schedule, they will receive an additional payment for DAO of \$1,450 per annum. The balance of \$3,727 is currently included within the salary.

This allowance will be paid pro rata for part-time employees.

#### 10.4 Telephone On-Call

10.4.1 Where an employee is rostered on an on-call roster and receives a work-related telephone call where the issue of patient care can be resolved over the telephone, and that does not result in a call back, they shall be entitled to payment of \$10.00 per call (regardless of the duration of the telephone call).



10.4.2 In order to be eligible for payment, each call must be logged and include a file/case note recording relevant details and advice.

10.4.3 An employee who responds to a call back by the way of telephone (as per 10.4.1 above) and who is subsequently required to return to work in relation to the same matter shall be paid in accordance with clause 9.1 and shall not receive payment under clause 10.4.1 as well.

For clarity a telephone call does not interrupt minimum break between spells of duty and does not constitute "work" for the purposes of determining whether an employee's observance of a Public Holiday is transferred.

NOTE: Where DHBs already have a superior payment for Telephone On-Call (greater than \$10 per call) this arrangement will remain in place.

10.5 **Meal Allowance** – A shift worker who works a qualifying shift of eight hours or the rostered shift, whichever is the greater, and who is required to work more than one hour beyond the end of the shift (excluding any break for a meal) shall be paid a meal allowance of \$7.95, or, at the option of the employer, be provided with a meal.

## 10.6 **Caseload Midwives**

### 10.6.1 **Standard hours**

Hours of work for caseload midwives should not exceed 160 hours in any 4 week period or exceed 100 in any 2 week period.

The caseload team is to organize their roster to allow midwives four periods of 24 hours off in every 2 week period with cover provided by an appropriate team member.

These hours are not to be taken as 4 single days off unless this arrangement is self-rostered by the midwife concerned and agreed to by the employer.

Midwives may elect to be on call for births during their time off.

Caseload midwives will not be required to work more than 12 hours but may choose to do so at their discretion having regard for professional and/or clinical safety.

The employer would not expect midwives to work more than 16 consecutive hours or 24 hours intermittently without having an 8 hour break.

There are no standard hours of work. Caseload midwives are expected to organize their working hours to ensure provision of a continuous 24 hour midwifery service within the above limits on standard hours.

**Note:** Overtime payments do not apply, see clause 8.0.1.

Midwives will not be required nor will they elect to practice continually for any length of time that they consider professionally and/or clinically unsafe. The determination of professional and/or clinical safety will be determined by the midwives affected and the employer.

### 10.6.2 Caseload requirements

In order for optimum midwifery care to be maintained, a midwife offering full midwifery care must ensure realistic caseload levels. The NZCOM recommends a guideline of 40-50 women per year if the midwife is the Lead Maternity Carer.

The number of cases per FTE per year that constitute a full-time caseload will be agreed between the caseload midwives and the employer locally (at each DHB), having consideration for:

- the guidelines established by the New Zealand College of Midwives (NZCOM); and
- the setting within which the midwife is practising (i.e. rural or urban); and
- the extent to which the DHB requires the caseload midwife to assist in providing midwifery care in the unit.

### 10.6.3 Transport and Mileage

(a) While travelling on employer business, the employee will be reimbursed for costs on an actual and reasonable basis on presentation of receipts.

(b) The DHB may provide a work related vehicle for the purposes of business travel, and any reimbursement of mileage is for the use of the employee's private motor vehicle for employer business purposes.

(c) Employees who are instructed to use their motor vehicles for the employer actual and reasonable business the employee shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time. Any change to this rate shall be effective from the first pay period following the date of promulgation by the IRD.

(d) The employee and the employer may agree to additional reimbursing payments on the basis that motor vehicle running costs not captured by the IRD mileage rates are reimbursed. For example AA membership, higher motor vehicle insurance premiums.

(e) Where payments agreed in (d) above are made the employee and the employer will consider any private nature apportionment if required.

### 10.6.4 Shift Leave

Caseload midwives shall qualify for the full entitlement of shift leave (5 days) specified in clause 13.2 of the MECA.

### **10.6.5 DHB Specific Provisions (grand-parented)**

#### **ALL DHBs**

The following provisions shall apply to employees who were employed prior to the effective date of this agreement:

1. Any caseload midwife employed prior to the commencement of this agreement shall retain allowances and reimbursements bestowed by a previous variation and payable on the day prior to ratification of this document. Although best endeavours have been made to capture these below, the content may not be complete.
2. Those employees that were entitled to annual leave above the standard clause (13) shall retain their entitlement.
3. Telephone reimbursement payable on the day prior to ratification of this document shall continue.

#### **Canterbury**

##### **Professional Fees**

Caseload midwives shall be reimbursed for professional fees incurred by belonging to the New Zealand College of Midwives, and indemnity insurance cover from the NZNO up to a maximum of \$555.

#### **Waikato DHB**

##### **Professional Fees**

The employer may reimburse the employee up to \$100 per annum (on presentation of official receipts) as a contribution towards the cost of one (1) membership of a professional association that is directly relevant to the employee's duties.

Provided that where the employee works for another organization, or in private practice, the employer will only be required to pay the amount on a pro-rata basis.

Notwithstanding the above provisions where the employer requires the employee to be a member of a relevant professional association as a requirement of their position, e.g. to meet the requirements of a funding contract, the employee may be reimbursed up to the full membership cost subject to the presentation of official receipts.

### **10.7 Neonatal Nurse Specialists (or similar)**

For these employees that were previously known as neonatal nurse specialists (or similar), and who are now known as Clinical Nurse Specialists, the following provisions shall continue to apply.

Any neonatal nurse specialists employed prior to the commencement of this agreement shall retain professional development leave and associated allowances that exceed those payable under clause 27.1 in accordance with 27.2 of this MECA.

This group are subject to single DHB variations which shall continue unless agreed otherwise. These primarily cover hours of work though other terms and conditions may be covered. During the term of this MECA, a central record of these variations shall be compiled and reviewed by BAG.

## ***11.0 Reimbursing Payments***

### **11.1 Annual Practising Certificate**

Where a nurse or midwife is required by law to hold an annual practising certificate, the cost of the certificate shall be met by the employer provided that:

- (a) It must be a statutory requirement that a current certificate be held for the performance of duties.
- (b) The employee must be engaged in duties for which the holding of a certificate is a requirement.
- (c) Any payment will be offset to the extent that the employee has received a reimbursement from another employer.
- (d) Where a Nurse/Midwife holds dual annual practising certificates, the cost of both certificates shall be met by the employer. The employer has no liability in respect of the maintenance of the annual practising certificate that is not the primary position of the employee.

### **11.2 Travelling Expenses and Incidentals**

- (a) When travelling on employer business, the employee will be reimbursed for costs on an actual and reasonable basis on presentation of receipts.
- (b) Employees who are instructed to use their motor vehicles on employer business shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time. Any change to this rate shall be effective from the first pay period following the date of promulgation by the IRD.

**11.3 General:** In circumstances not addressed by this clause, any expenses incurred on behalf of the employer shall be reimbursed in accordance with individual DHB policies.

## ***12.0 Public Holidays***

12.1 The following days shall be observed as public holidays:

New Year's Day  
2 January  
Waitangi Day  
Good Friday  
Easter Monday  
ANZAC Day  
Sovereign's Birthday  
Labour Day  
Christmas Day  
Boxing Day  
Anniversary Day (as observed in the locality concerned)

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

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

NOTE: When the public holiday for the employee is observed on the Saturday or Sunday, the weekday is treated as a normal working day for that employee, subject only to the possible payment of weekend rates in accordance with clause 12.5 below.

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

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

12.4 When an employee works on a public holiday which would otherwise be a working day for the employee, they will be paid at time one (T1) in addition to the ordinary hourly rate of pay, for each hour worked (as per Clause 8.3.3(b) and they shall be granted an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.

12.5 Should Christmas Day, Boxing Day, New Year's Day or 2 January fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 12.4 for time worked on the public holiday and then at weekend rates for the time worked on the corresponding weekday. Only one alternative holiday will be granted in respect of each public holiday.

12.6 Should Waitangi Day or Anzac Day fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 12.4 for time worked on the public holiday and then at

ordinary rates for the time worked on the Monday. Only one alternative holiday will be granted in respect of each public holiday.

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

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

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

(a) Fulltime employees –

Where a public holiday, and the weekday to which the observance of a public holiday is transferred where applicable, are both rostered days off for an employee, they will be granted one alternative holiday in respect of the public holiday.

(b) Part-time employees –

Where a part-time employee's days of work are fixed, the employee shall only be entitled to public holiday provisions if the day would otherwise be a working day for that employee.

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

12.10 Public holidays falling during leave:

(a) Leave on pay

When a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not debited against such leave.

(b) Leave without pay

An employee shall not be entitled to payment for a public holiday falling during a period of leave without pay (including sick or military leave without pay) unless the employee has worked during the fortnight ending on the day on which the holiday is observed. Payment shall be in accordance with the Holidays Act

(c) Leave on reduced pay

An employee, during a period on reduced pay, shall be paid at the relevant daily pay for public holidays falling during the period of such leave."

## **13.0 Annual Leave**

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

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

The provisions of the Parental Leave and Employment Protection Act 1987 shall apply in relation to annual leave when an employee takes a period of parental leave or returns to work from parental leave in accordance with Clause 16 of this Agreement.

### **13.2 Shift Employees**

Employees who work rotating shift patterns or those who work qualifying shifts shall be entitled, on completion of 12 months employment on shift work, to up to an additional 5 days annual leave, based on the number of qualifying shifts worked. The entitlement will be calculated on the annual leave anniversary date.

Qualifying shifts are defined as a shift which involves at least 2 hours work performed outside the hours of 8.00am – 5.00pm, excluding overtime.

<b>Number of qualifying shifts per annum</b>	<b>Number of days additional leave pa</b>
121 or more	5 days
96 – 120	4 days
71 – 95	3 days
46 – 70	2 days
21 – 45	1 days

- 13.3 Employees who do not work shift work as defined in clause 5 and who are required to participate on on-call rosters, shall be granted 2 hours leave for each weekend day or part there-of where the on-call period is 8 or more hours, they are required to be on-call during normal off duty hours, up to a maximum of 3 days additional leave per annum. Such leave shall be paid at annual leave averages and is accumulative. Employees who work qualifying shifts under sub-clause 13.2 are not entitled to leave under this sub-clause. Any entitlements accrued prior to 1 April 2005 will be protected.

### **13.4 Conditions**

Employees shall be entitled to annual leave on a pro-rata basis, except that shift leave and on-call leave shall not be pro-rated. Annual leave is to be taken within 12 months of entitlement becoming due. Where the annual leave is not taken within twenty-four (24)

months of being accrued and there is no agreement on when the leave is to be taken, the employer may direct the employee to take annual leave with a minimum of four (4) weeks notice.

- i) Annual leave may be granted in one or more periods.
- ii) In accordance with the Holidays Act 2003, the employee shall be given the opportunity to take two weeks leave at one time.
- iii) Annual leave is able to be accrued to a maximum of two years entitlement.
- iv) Annual leave shall be taken to fit in with service/work requirements and the employee's need for rest and recreation.
- v) When an employee ceases employment, wages shall be paid for accrued annual leave, including shift leave, and the last day of employment shall be the last day worked.
- vi) Part time employees shall be entitled to annual leave on a pro rata basis.
- vii) An employee may anticipate up to one year's annual leave entitlement at the discretion of the employer.

## ***14.0 Sick and Domestic Leave***

In applying the provisions of this clause the parties note:

- their agreed intent to have healthy staff and a healthy workplace
- that staff attending work unwell is to be discouraged and the focus is on patient and staff safety
- that they wish to facilitate a proper recovery and a timely return to work
- that staff can have sick leave and domestic absences calculated on an hourly basis.

14.1 On appointment to a DHB, a full time employee shall be entitled to ten (10) working days leave for sick or domestic purposes during the first twelve months of employment, and up to an additional ten (10) working days for each subsequent twelve month period. The entitlement shall be pro-rated for part time employees except that a part-time employee shall receive no fewer than five (5) working days paid sick leave for the first twelve months of employment and a minimum of five (5) additional working days for each subsequent twelve month period.

The employee shall be paid at relevant daily pay as prescribed in the Holidays Act 2003, for the first five days in each twelve month period. Thereafter they shall be paid at the normal rates of pay (T1 rate only). A medical certificate may be required to support the employee's claim.

From 1 March 2012 where a part-time employee has used their sick leave, on a case by case basis, a calculation comparing actual hours versus contracted hours will be done and if additional sick leave is the result, it will be granted. Calculation is based on the anniversary of the employee's start date.

14.2 In the event an employee has no entitlement left, they may be granted an additional 10 days per annum. In considering the grant of leave under this clause the employer shall



recognise that discretionary sick and domestic leave is to ensure the provision of reasonable support to staff having to be absent from work where their entitlement is exhausted. Requests should be considered at the closest possible level of delegation to the employee and in the quickest time possible, taking into account the following:

- The employees length of service
- The employees attendance record
- The consequences of not providing the leave
- Any unusual and/or extenuating circumstances

The parties agree that extenuating circumstances will include instances where an employee has exhausted their sick leave entitlement as a result of top-ups to earnings related compensation as a result of injury sustained in an assault by a patient in accordance with Clause 14.11.

Reasons for a refusal shall, when requested by the employee, be given in writing and before refusing a request, the decision maker is expected to seek appropriate guidance.

Leave granted under this provision may be debited as an advance on the next years' entitlement up to a maximum of 5 days.

14.3 At the employer's discretion an employee may be granted further anticipated sick or domestic leave. Any anticipated leave taken in excess of an employees entitlement at the time of cessation of employment may be deducted from the employees final pay.

14.4 Where an employee is suffering from a minor illness which could have a detrimental effect on the patients or other staff in the employer's care, the employer may, at its discretion, either:

14.4.1 place the employee on suitable alternative duties; or

14.4.2 direct the employee to take leave on full pay. Such leave shall not be a charge against the employees sick and domestic leave entitlement.

14.5 The employee can accumulate their entitlement up to a maximum of 260 days. Any unused portion of the first five days entitlement, up to a maximum of 15 days, can be carried over from year to year and will be paid at relevant daily pay, in accordance with the Holidays Act 2003.

14.6 Transportability of Sick Leave

From 1 March 2012 the following applies only to employees employed in a position that requires registration under the HPCAA (Health Practitioners Competence Assurance Act 2003).

An employee who ceases employment at one DHB and commences employment at another DHB may transfer to their new employment a maximum of up to 20 days (at their normal/ordinary rate of pay, T1) of their unused sick leave entitlement from their previous DHB employment, provided that any break in service between finishing at their previous

DHB and commencing employment at the new DHB is not more than defined in the "service" definition (Clause 5).

Any unused sick leave entitlement that is transferred shall be in addition to the sick leave entitlement the employee will receive on commencement of employment with the new DHB under clause (Clause 14.1), and shall not impact on their anniversary date for future sick leave entitlements.

- 14.7 Domestic Leave as described in this clause is leave used when the employee must attend a dependent of the employee. This person would, in most cases, be the employee's child, partner or other dependent family member.

14.7.1 It does not include absences during or in connection with the birth of an employee's child. Annual leave or parental leave should cover such a situation.

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

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

- 14.8 **Sickness during paid leave:** When sickness occurs during paid leave, such as annual or long service leave, the leave may be debited against the sick leave entitlement, (except where the sickness occurs during leave following the relinquishment of office) provided that:

14.8.1 the period of sick leave is more than three days and a medical certificate is produced.

14.8.2 In cases where the period of sickness extends beyond the approved period of annual or long service leave, approval will also be given to debiting the portion, which occurred within the annual leave or long service leave period, against sick leave entitlement, provided the conditions in 14.8 and 14.8.1 above apply.

14.8.3 Annual leave or long service leave may not be split to allow periods of illness of three days or less to be taken.

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

- 14.10 Where an employee has a consistent pattern of short term Sick Leave, or where those absences are more than 10 working days/shifts or more in a year, then the employee's situation may be reviewed in line with the DHB's policy and Sick Leave practices. The focus of the review will be to assist the employee in establishing practical arrangements to recover from sickness or injury.

- 14.11 Where an employee is incapacitated as a result of a work accident, and that employee is on earnings related compensation, then the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation. This leave shall be taken as a charge against Sick Leave. The employer may agree to reimburse employees for

treatment and other expenses or for financial disadvantage incurred as a result of a work-related accident. This agreement will be on a case by case basis.

- 14.12 For non work-related accidents, where the employee requests, the employer shall supplement the employee's compensation by 20% of base salary and this shall be debited against the employee's Sick Leave.

### ***15.0 Bereavement Leave***

- 15.1 The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a Tupapaku/deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). The length of time off shall be at the discretion of the employer and should not be unreasonably withheld and will be exercised in accordance with the Holidays Act 2003.
- 15.2 If bereavement occurs while an employee is absent on annual leave, sick leave on pay or any other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of clause 15.1 above. This provision will not apply if the employee is on leave without pay.
- 15.3 In granting time off therefore, and for how long, the employer must administer these provisions in a culturally appropriate manner, especially in the case of Tangihanga.
- 15.4 The employer agrees that on application, it may be appropriate, to grant leave without pay in order to accommodate various special bereavement needs not recognised in clause 15.1 above.

### ***16.0 Parental Leave***

- 16.1 Statement of principle - The parties acknowledge the following provisions are to protect the rights of employees during pregnancy and on their return to employment following parental leave and is to be read in conjunction with the Parental Leave and Employment Protection Act 1987 (referred to as the Act in this clause 16), provided that where this clause 16 is more favourable to the employee, the provisions of this clause 16 shall prevail. Employees should seek the advice of their manager, Human Resources or NZNO in applying for parental leave. Advice on parental leave is also available from Employment New Zealand. Advice on parental leave payments is available from the Inland Revenue Department.
- 16.2 Entitlement and eligibility - Provided that the employee assumes or intends to assume the primary care as defined in the Act, or is the primary carer or partner of a primary carer, the entitlement to parental leave is:

- (a) in respect of every child born to them or their partner;
- (b) in respect of every child under six years of age, where the employee becomes a primary carer for the child;
- (c) where two or more children are born at the same time or where the employee becomes a primary carer for two or more children under six years of age within a one month period, for the purposes of these provisions the employee's entitlement shall be the same as if there were only one child.

### 16.3

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

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

- (c) The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by the employer. The parental leave may be taken in more than one continuous period, with the start and finish dates of each additional period, and any extension of parental leave past the anniversary date of the commencement of parental leave, to be agreed between the employer and the employee.
- (d) Pursuant to Part 3 (A) of the Act employees who are not entitled to primary carer leave may request a period of negotiated carer leave from their employment. Negotiated carer leave may enable the employee to receive parental leave payments from IRD if they meet the parental leave payment threshold test.

16.4 In cases of adoption of children of under six years of age, parental leave shall be granted in terms of 16.2 and 16.3 above, providing that fourteen days notice is given before the employee intends to assume the responsibility for the care of the child. Evidence of an approved primary care placement shall be provided to the employer's satisfaction.

16.5 Employees intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner or midwife certifying the expected date of delivery. The provision may be waived where the employee becomes a primary carer for a child under the age of six or in circumstances outside the control of the employee.

16.6 The commencement of leave shall be in accordance with the provisions of the Parental Leave and Employment Protection Act 1987.

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

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

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

16.9 Job protection -

- (a) Subject to 16.10 below, an employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:
  - (i) at the equivalent salary, grading;
  - (ii) at the equivalent weekly hours of duty;
  - (iii) in the same location or other location within reasonable commuting distance; and
  - (iv) involving responsibilities broadly comparable to those experienced in the previous position.
- (b) Where applicable, employees shall continue to be awarded increments when their incremental date falls during absence on parental leave.
- (c) Parental leave shall be recognised towards service-based entitlements, i.e.: annual leave and sick leave. However, parental leave will not contribute to Retiring Gratuities allowance calculations.

16.10

- (a) Where possible, the employer must hold the employee's position open or fill it temporarily until the employee's return from parental leave. However in the event that the employee's position is a "key position", the employer may fill the position on a permanent basis if they meet the requirements set out in the Act.
- (b) Where the employer is not able to hold a position open, or to fill it temporarily until an employee returns from parental leave, or fills it permanently on the basis of it being a key position, and, at the time the employee returns to work, a similar position (as defined in 16.9 (a) above) is not available, the employer may approve one of the following options:
  - (i) an extension of parental leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or
  - (ii) an offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in 16.10(b)(i) above for up to 12 months; or

- (iii) the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of 16.10(b)(i) above for up to 12 months:

provided that, if a different position is accepted and within the period of extended parental leave in terms of 16.10(b)(i), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or

- (iv) where extended parental leave in terms of 16.10(b)(i) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 24.3 of this contract.

- 16.11 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 16.9(a) above, parental leave shall cease.
- 16.12 Where, for reasons pertaining to the pregnancy, an employee on medical advice and with the consent of the employer, elects to work reduced hours at any time prior to starting parental leave, then the guaranteed proportion of full time employment after parental leave shall be the same as that immediately prior to such enforced reduction in hours.
- 16.13 Parental leave absence filled by temporary appointee If a position held open for an employee on parental leave is filled on a temporary basis, the employer must inform the temporary appointee that their employment will terminate on the return of the employee from parental leave.
- 16.14 Employees on parental leave may from time to time and by agreement work occasional duties during the period of parental leave and this shall not affect the rights and obligations of either the employee or the employer under this clause.
- 16.15 Paid Parental Leave – Where an employee takes parental leave under this clause, meets the eligibility criteria in 16.2 (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full-time) for a period of up to 14 weeks.

Employees who negotiate carer leave under Part 3 (A) of the Act are not eligible for the Parental Leave payment under Clause 16.15.

These payments shall be made at the commencement of the parental leave and shall be calculated at the base rate (pro rata if appropriate) applicable to the employee for the six weeks immediately prior to commencement of parental leave. From 1 June 2017 an employee who takes a period of paid leave (e.g. annual leave) at the start of his or her parental leave may elect to start his or her parental leave payment period on the day after the date on which that period of paid leave ends, even if it is later than the child's arrival or due date.

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

Where 16.3(c) applies and both partners are employed by the DHB, the paid parental leave top up will be made to only one employee, being the employee who has primary care of the child.

## ***17.0 Jury Service/Witness Leave***

- 17.1 Employees called on for jury service are required to serve. Where the need is urgent, the Employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.
- 17.2 An employee called on for jury service may elect to take annual leave, leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during an employee's off duty hours, the employee may retain the juror's fees (and expenses paid).
- 17.3 Where leave on pay is granted, a certificate is to be given to the employee by the Employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of juror's fees and expenses paid. The employee is to pay the fees received to the employer but may retain expenses.
- 17.4 Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the employee is not required by the Court, the employee is to report back to work where this is reasonable and practicable.
- 17.5 Where an employee is required to be a witness in a matter arising out of his/her employment, he/she shall be granted paid leave at the salary rate consistent with their normal rostered duties. The employee is to pay any fee received to the Employer but may retain expenses.

## ***18.0 Leave to Attend Meetings***

- 18.1 The employer shall grant paid leave (at ordinary rates) to Employees required to attend formal meetings of the New Zealand Nursing Council or the Midwifery Council (except where the matter arises out of employment with other employers, the NZNO Board, Runanga O Aotearoa and the Membership Committee providing a minimum of 6 weeks notice is provided to meet rostering provisions. Attendance at the Membership Committee will be up to 6 meetings per year and that no more than one employee from any one individual DHB will attend. Approval will be obtained from the employee's manager which will not be unreasonably withheld.

- 18.2 Paid leave shall also be granted where an Employee is required to attend meetings of Boards or Statutory Committees provided that the appointment to the Board or Committee is by ministerial appointment.
- 18.3 Any remuneration received by the Employee for the period that paid leave was granted shall be paid to the Employer.

### ***19.0 Long Service Leave***

- 19.1 An employee shall be entitled to long service leave of one week upon completion of a five year period of current continuous service. Current continuous service shall be deemed to include prior continuous service with another DHB. Such entitlement may be accrued. However any service period for which a period of long service leave has already been taken or paid out shall not count towards this entitlement.
- 19.2 Long Service Leave will be paid for each week of leave on the same basis as annual leave (13.0) in accordance with the Holidays Act 2003. This will be based on the employees FTE status at the time of taking the leave. Wherever practicable long service leave is to be taken in periods of not less than a week.
- 19.3 For the purposes of 19.1 current continuous service shall be recognised from 1 July 2004 unless the employee had a previously grand-parented provision. For employees with a previously grand-parented scheme, the following shall apply. The employee shall accrue the entitlement in accordance with clause 19.1 above, with their service being deemed to commence, for the purpose of this calculation, on the date service was previously deemed to commence under the grand-parented scheme. Any long service leave actually taken, shall be deducted from that entitlement and the residue shall become the remaining entitlement. That shall be added to any further accrual, with the leave being taken in accordance with clause 19.1 above.
- 19.4 Leave without pay in excess of three months taken on any one occasion will not be included in the 5 year qualifying period, with the exception of Parental Leave.
- 19.5 The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment.
- 19.6 In the event of the death of an employee who was eligible for long service leave but has not taken the leave, any monies due will be paid to the deceased estate.

### ***20.0 NZNO Meetings***

- 20.1 Union members shall be entitled to up to a total of 4 hours leave per year (a year being the period beginning on the 1st day of January and ending on the following 31st day of



December) on ordinary pay to attend meetings authorised by the union providing the following conditions are fulfilled.

- 20.2 The union shall give the employer at least 14 days' notice of the date and time of any union meeting to which clause 20.1 above is to apply.
- 20.3 The union shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.
- 20.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any union member for a period greater than two hours in respect of any meeting.
- 20.5 Only union members who actually attend a union meeting during their working hours shall be entitled to pay in respect of that meeting and to that end the union shall supply the employer with a list of members who attended and shall advise the employer of the time the meeting finished.

Note: The provisions of these clauses (20.1-20.5) are inclusive of any entitlements provided by the Employment Relations Act 2000.

20.6 Attendance at Seminars of Section Groups/Colleges of NZNO

- (a) Leave on pay is restricted to one half day or one full day a year for travel where appropriate. This leave is intended to cover the time required for a nurse or midwife to travel to the centre in which the seminar is to be held.
- (b) Leave on base salary only is to be granted for attendance at a national seminar organised by the NZNO or one of the national interest groups or colleges of that body. Attendance at regional or local seminars does not qualify for leave on pay.
- (c) Travel and accommodation expenses are the responsibility of the individual attending the seminar.
- (d) In all cases, granting of leave on pay for travel purposes is to be at the discretion and convenience of the employer.

## ***21.0 NZNO Right of Entry***

The authorised union representative shall be entitled at all reasonable times to be upon the premises for purposes related to the employment of its members and/or the union's business, in accordance with Sections 20 and 21 of the Employment Relations Act 2000.

## ***22.0 NZNO Delegate / Workplace Representative***

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

- (a) 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, and representing employees.
- (b) Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.

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 the issues in the workplace.

Where recognised workplace activities are required outside working hours, delegates shall be paid at ordinary rates or granted time in lieu on a time for time basis.

## ***23.0 Employment Relations Education Leave***

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

The numbers of days education leave granted is based on the formula of 35 days per annum for the first 280 full time equivalent employees (employees covered by this MECA who have authorised the NZNO to act on their behalf) and a further five days per annum for every 100 full time equivalent employees thereafter.

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

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

The NZNO shall send a copy of the programme for the course and the name of employees attending at least 28 consecutive days prior to the course commencing.

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

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

## ***24.0 Co-operation, Consultation and Management of Change***

### **24.1 Introduction**

24.1.1 The parties to this collective agreement accept that change in the health service is necessary in order to ensure the efficient and effective delivery of health services. They recognise a mutual interest in ensuring that health services are provided efficiently and effectively, and that each has a contribution to make in this regard.

24.1.2 For collective multi DHB management of change processes refer to Appendix 1A.

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

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

24.1.4 Therefore, the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters.

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

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

24.1.7 Reasonable paid time off at T1 shall be allowed for employee delegates to attend meetings with management and consult with employees to discuss issues concerning management of change and staff surplus.

24.1.8 Prior approval of such meetings shall be obtained from the employer and such approval shall not be unreasonably withheld.

24.1.9 The parties agree that meetings will occur regularly between management and NZNO delegates. These meetings will enable effective operational and strategic communication and resolution of issues. Each DHB shall establish and/or continue the relevant arrangements in existence at the commencement of this Agreement.

### **24.2 Consultation**

- 24.2.1 Consultation involves the statement of a proposal not yet finally decided upon, listening to what others have to say, considering their responses and then deciding what will be done. Consultation clearly requires more than mere prior notification.
- 24.2.2 The requirement for consultation should not be treated perfunctorily or as a mere formality. The person (s) to be consulted must be given sufficient opportunity to express their view or to point to difficulties or problems. 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.
- 24.2.3 Both parties should keep open minds during consultation and be ready to change. Sufficiently precise information must be given to enable the person (s) being consulted to state a view, together with a reasonable opportunity to do so – either orally or in writing.
- 24.2.4 Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
- 24.2.5 However, the final decision shall be the responsibility of the employer.
- 24.2.6 From time to time directives will be received from government and other external bodies, or through legislative change. On such occasions, the consultation will be related to the implementation process of these directives.
- 24.2.7 In considering the period of consultation the parties will agree on a period of time for the parties to engage with each other. The process of consultation for the management of change shall be as follows:
- (a) The initiative being consulted about should be presented by the employer as a “proposal” or “proposed intention or plan” which has not yet been finalised.
  - (b) Sufficient information must be provided by the employer to enable the party/parties consulted to develop an informed response.
  - (c) Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.
  - (d) Genuine consideration must be given by the employer to the matters raised in the response.
  - (e) The final decision shall be the responsibility of the employer.

The above process shall be completed prior to the implementation of clause 24.3.

### 24.3 **Staff Surplus**

When as a result of the substantial 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 appointment to their present position), then the options in sub-clause 24.3.4 below shall be invoked and decided on a case by case basis in accordance with this clause.

24.3.1 Where an employee's employment is being terminated by the employer by reason of the sale or transfer 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 employee if:

- (a) The person acquiring the business or the part being sold or transferred -
  - (i) has offered the employee employment in the business or the part being sold or transferred; and
  - (ii) has agreed to treat service with the employer as if it were service with that person and as if it were continuous; and
- (b) The conditions of employment offered to the employee by the person acquiring the business or the part of the business being sold or transferred are the same as, or are no less favourable than, the employee's conditions of employment, including:
  - (i) any service related conditions; and
  - (ii) any conditions relating to redundancy; and
  - (iii) any conditions relating to superannuation -  
under the employment being terminated; and
- (c) The offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either:
  - (i) in the same capacity as that in which the employee was employed by the Employer,  
or
  - (ii) in any capacity that the employee is willing to accept.

When condition (b) is not met, the employer may offer a lump payment equivalent to what the difference between the current wage and the new wage would be over a two year period.

Where the person acquiring the business does not offer the employee employment on the basis of (a), (b) and (c) above, the employee will have access to the Staff Surplus provisions.

24.3.2 Notification of a staffing surplus shall be advised to the affected employees and their Union at least one month prior to the date of giving notice of severance or enhanced early retirement to any affected employee. This date may be varied by agreement between the parties. During this period, the employer and employee, who can elect to involve their Union Representative, will meet to agree 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 and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

24.3.3 The following information shall be made available to the Union representatives in respect of affected employees they represent:

- (a) the location/s of proposed surplus
- (b) the total number of proposed surplus employees
- (c) the date by which the surplus needs to be discharged
- (d) the positions, grading, names and ages of the affected employees
- (e) availability of alternative positions in the DHB.

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

24.3.4 Options - The following are the options to be applied in staff surplus situations:

- (a) Reconfirmed in position
- (b) Attrition
- (c) Redeployment
- (d) Leave without pay
- (e) Enhanced early retirement
- (f) Retraining
- (g) Severance

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in sub-clause 24.3.11 will be applied as a package.

24.3.5 Reconfirmed in position - Where a position is to be transferred into a new structure in the same location and grade, where there is one clear candidate for the position, the employee is to be confirmed in it. Where there is more than one clear candidate the position will be advertised with appointment made as per normal appointment procedures.

24.3.6 Attrition - Attrition means that as people leave their jobs because they retire, resign, transfer, die or are promoted then they may not be replaced. In addition or alternatively, there may be a partial or complete freeze on recruiting new employees or on promotions.

24.3.7 Redeployment - Employees may be redeployed to a new job at the same or lower salary in the same or new location. The employee's preference for redeployment shall be given due consideration.

- (a) 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:
  - (i) 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
  - (ii) 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).

- (b) Where the new job is within the same local area and extra travelling costs are involved, actual additional travelling expenses by public transport shall be reimbursed for up to 12 months.
- (c) The redeployment may involve employees undertaking some on-the-job training.
- (d) Transfer provisions will be negotiated on an actual and reasonable basis.

24.3.8 Leave without pay - Special leave without pay may be granted within a defined period without automatic right of re-engagement. This provision does not include parental or sick leave.

#### 24.3.9 Retraining

- (a) Where a skill shortage is identified, the employer may offer a surplus employee retraining to meet that skill shortage with financial assistance up to the maintenance of full salary plus appropriate training expenses.

It may not be practical to offer retraining to some employees identified as surplus. The employer needs to make decisions on the basis of cost, the availability of appropriate training schemes and the suitability of individuals for retraining.

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

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

#### 24.3.10 Enhanced early retirement

- (a) Employees are eligible if they have a minimum of ten years' total aggregated service with the employing DHB, its predecessors and one or more other DHB, but excludes any service with any DHB or their predecessor which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any DHBs or their predecessors.  
Employees who commenced employment with the current employing DHB prior to 1 April 2005, will retain pre-existing enhanced early retirement provisions (contained in Collective Agreements applying immediately prior to this MECA), which are more favourable than those in this clause.
- (b) Membership of a superannuation scheme is not required for eligibility.
- (c) The employee shall receive the following:
  - (i) 8.33 per cent of base salary (T1 rate only) for the preceding 12 months in lieu of notice. This payment is regardless of length of service; and

- (ii) 12 per cent of base salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months service; and
- (iii) 4 per cent of base salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one up to a maximum of 19; and
- (iv) where the period of total aggregated service is less than 20 years, 0.333 per cent of base salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service; and
- (v) a retiring gratuity if applicable.
- (vi) Outstanding annual leave and long service leave may be separately cashed up.

24.3.11 Severance - Payment will be made in accordance with the following:

- (a) "Service" for the purposes of this sub-clause means total aggregated service with the employing DHB, its predecessors or any other DHB, but excludes any service with any DHB or their predecessor which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any other DHBs or their predecessors.  
Employees who commenced employment with the current employing DHB prior to 1 April 2005, will retain pre-existing severance provisions, which are more favourable than those in this clause.
- (b) 8.33 per cent of base salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment shall only be made where the requisite notice cannot be given. Notice that is of a lesser period than required by this document shall require the employer to pay an amount proportionate to the ungiven period of notice. This payment is regardless of length of service; and
- (c) 12 per cent of base salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and
- (d) 4 per cent of base salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
- (e) where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.
- (f) a retiring gratuity or service payment if applicable (refer to annex 2(a)) containing each DHB's Retiring Gratuity provision which is specific to each DHB).
- (g) outstanding annual leave and long service leave may be separately cashed up.



- (h) Where there is an offer of redeployment to reduced hours, an employee may elect to take a pro-rata compensatory payment based on the above severance calculation.
- (i) Nothing in this agreement shall require the employer to pay compensation for redundancy where as a result of restructuring, and following consultation, the employee's position is disestablished and the employee declines an offer of employment that is on terms that are:
  - the same as, or no less favourable, than the employee's conditions of employment; and
  - in the same or similar position to the disestablished position in which the employee was employed by the employer, or
  - in any position in which the employee is willing to accept

#### 24.3.12 Job Search

Employees will be assisted to find alternative employment by being able to have a reasonable amount of time off work to attend job interviews without loss of pay. This is subject to the team leader/manager being notified of the time and location of the interview before the employee is released.

#### 24.3.13 Counselling

Counselling for the employee and their family will be made available as necessary.

## ***25.0 Family Friendly Practices***

The employer recognises the importance of family friendly practices in the workplace and will work with the union to develop an environment where family friendly policies are practised.

### **25.1 Reappointment after Absence due to Childcare**

25.1.1 Employees who resign to care for a dependant pre-school child or children may apply to their former employer for preferential re-appointment.

25.1.2 The total period of childcare absence allowed is four years plus any increases in lieu of parental leave. Longer absence renders a person ineligible for preferential appointment.

25.1.3 The employer shall make every effort to find a suitable vacancy for eligible applicants as soon as their eligibility for preferential re-entry is established. Appointment to a position may be made at any time after the original notification of intention to return to work, provided the appointee agrees.

25.1.4 Absence for childcare reasons will interrupt service but not break it.

25.1.5 The period of absence will not count as service for the purpose of sick leave, annual leave, retiring leave or gratuities, long service leave or any other leave entitlement.

25.1.6 Employees do not have a right of review against their non-appointment.

## 25.2 **Childcare Facilities**

The parties recognise the importance of good quality childcare facilities being readily available to employees, and support present childcare facilities arrangements. Employers are encouraged to provide facilities for mothers to feed infants.

## ***26.0 Confidentiality/Public Statements***

26.1 In recognition of the rights and interests of the public in the health service employees reserve the right to enter into public debate over matters relevant to their professional expertise and experience.

26.2 If an employee is concerned about any issues regarding their practice, the practice of the employer, or other matters with respect to the operation of the employer, the parties agree that, in the first instance, the matter should be raised in-house as a matter of course with the appropriate manager, or the person responsible for Protected Disclosures.

26.3 If the concerned employee is not satisfied with the response given, then they may speak out on the issue of concern provided that they identify themselves as speaking as authorised by and on behalf of NZNO.

26.4 Attention is drawn to the applicable DHB or employer Media Policy and the Privacy Act.

## ***27.0 Professional Development***

The employer acknowledges a commitment to supporting the continued safe practice of its workforce and to supporting opportunities for the development of knowledge and skills which will benefit the patient, organisational effectiveness and workforce.

27.1 The employer shall grant professional development leave of 32 hours per calendar year for full time employees (pro rated to no less than 8 hours per calendar year for part time employees) who are registered/enrolled nurses and/or midwives. This leave is to enable employees to complete qualifications, to attend courses and to undertake research or projects that are relevant to the employer and which facilitate the employee's growth and development. 8 hours per calendar year shall be available for Health Care Assistants and Hospital Aides who are preparing to apply for Merit 1 or Merit 2. Prior approval of the employer must be obtained.

- 27.2 Grants, scholarships, reimbursement and leave practices in existence prior to 1 July 2004 shall continue in place in DHBs where they apply.
- 27.3 Paid leave to meet organisational and service requirements, and those HPCA requirements not otherwise addressed in this clause, shall be granted in addition to the above provisions. The employer will meet any associated costs.
- 27.4 Professional development leave will be granted at T1 rate and shall not accumulate from one year to the next.
- 27.5 Any claim for expenses must be approved in advance and will be considered on a case by case basis.
- 27.6 New Graduate study days are in addition to those stated above.
- 27.7 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:

**Level**

Proficient	1 day p.a.
Expert / Accomplished	2 days p.a.

- 27.8 It is acknowledged that designated senior nurses or midwives may require additional paid opportunities for development.

**27.9 Professional Development and Recognition or Quality and Leadership Programmes**

In recognition of the importance of increasing the number of expert/accomplished and proficient nurses or leadership and confident midwives, an employee who reaches the following levels will receive a pro-rate allowance as long the employee maintains that level of practice. All levels of practice allowances shall be added to the base rate of pay and be payable on all hours worked, and shall attract penal rates and overtime.

The rates of these allowances are as follows:

RN Expert	\$4500 p.a. effective from 6 July 2015
RM Leadership	\$4500 p.a. effective from 6 July 2015
RN Proficient	\$3000 p.a. effective from 6 July 2015
RM Confident	\$3000 p.a. effective from 6 July 2015

EN Accomplished	\$4500 p.a. effective from 4 June 2018
EN Proficient	\$3000 p.a. effective from 4 June 2018

**Note:** A Designated Senior Nurse or Midwife placement on and progression through the salary scale is not dependent on PDRP. DHBs which have dedicated Senior Nurse or

midwife PDRP programmes will continue to operate them separately from salary progression.

All RNs and ENs will be able to progress within the pathway, with all RNs and ENs required to demonstrate competent level of practice. Achievement of proficient and expert (RNs) and proficient and accomplished (ENs) is voluntary.

All Midwives will be able to progress within the Quality Leadership Programme, with all Midwives required to demonstrate competent level of practice. Achievement of the domains of confident and leadership is voluntary.

There will be processes in place to ensure the ongoing national consistency of PDRPs and transportability of recognition between DHBs.

All PDRP's will be aligned to the *"National Framework to Nursing Professional Development and Recognition Programmes"*, Nursing Council NZ and HPCA Act requirements.

All QLP's will be aligned to the *"National Framework for a Quality and Leadership Programme"*, Midwifery Council and HPCA Act requirements.

## **Principles**

- (a) PDRPs / QLPs shall be applied in a consistent manner.
- (b) The criteria for differentiating levels for each category of nurse or midwife and for progression shall be standard across the DHB and be based on demonstrated competence and skill acquisition.
- (c) The clinical career/workforce structure requires commitment to education and development of expertise. The employer will provide and facilitate such education.
- (d) No quotas or other in built barriers will be established to limit the numbers at each level of the pathway. Progression through the programmes shall be based solely on achievement of specified agreed criteria, e.g.: for an expert RN post-registration and post-graduate education may be deemed to be equivalent.
- (e) When transferring either internally or externally, continuity of levels should occur with provision for the staff member to meet the competencies for the level in the new area within a negotiated period.
- (f) A staff member in a position which involves regular rotation between clinical areas shall maintain their level of practice and shall not be prevented from progressing if they apply for advancement.
- (g) A joint NZNO/employer committee at each DHB will monitor the principles, to ensure a participative process is in place for developing the workforce structure and to make recommendations accordingly to the Director of Nursing and/or Midwifery. These shall cover:
  - any changes or processes necessary to further the programmes including education
  - ensuring that the programmes are managed consistently
  - assisting in the development and monitoring of the review process and/or implementation difficulties

- ensuring appropriate training/information/support for all employees and managers involved in the programmes.
- (h) The DoN/M shall consult with and report back to the committee on the implementation of recommendations made.
- (i) A review/appeals process will be included in any accompanying policy.

### **27.10 Health Care Assistants / Hospital Aides**

In recognition of the importance of ongoing development for Health Care Assistants/Hospital Aides, an employee who achieves merit criteria will receive an allowance as long as s/he maintains those criteria. This allowance shall be added to the base rate of pay and be payable on all hours worked, and shall attract penal rates and overtime.

The rates of allowances are as follows:

Merit 1	\$1,000 p.a.
Merit 2	\$2,000 p.a.

## ***28.0 Policies and Procedures***

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

28.2 The union will be consulted regarding any additions/amendments to those policies and procedures, where such additions/amendments have a material effect on employees' conditions of employment.

28.3 Insurance Protection

Insurance protection for employees travelling on work related business is provided in accordance with the DHB's insurance policy. The provisions of the insurance policy are available through the Human Resources department.

28.4 Leave Without Pay

Fulltime or part-time employees are able to take leave without pay each year, providing that such leave is mutually agreed between the employer and the employee, and is in accordance with the employer's policy on leave without pay.

## ***29.0 Indemnity Cover***

The employer undertakes to indemnify employees, subject to the terms and conditions of the employer's Professional Indemnity/Medical Malpractice Insurance Policy, against actions taken by

persons suffering damage as a result of acts or omissions of the employee while acting in the course of their employment.

This indemnity shall not apply to any employee acting outside of his or her employment, or for any action taken against the employee by their own professional association. The parties agree that the payment of any excess or deductible is the responsibility of the employer.

Professional Indemnity/Medical Malpractice Insurance Policy, against actions taken by persons suffering damage as a result of acts or omissions of the employee while acting in the course of their employment.

### ***30.0 Health and Safety***

- 30.1 The employer shall comply with the provisions of the Health and Safety at Work Act 2015 and subsequent amendments concerning safety, health and welfare matters. The parties to this agreement agree that employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken. The parties agree to comply with the Employee Participation Agreement in each District Health Board.
- 30.2 It shall be the responsibility of the employer to ensure that the workplace meets required standards and that adequate and sufficient safety equipment is provided.
- 30.3 It shall be the responsibility of every employee covered by this agreement to work safely and to report any hazards, accidents or injuries as soon as practicable to their supervisor.
- 30.4 It is a condition of employment that safety equipment and clothing required by the employer is to be worn or used by the employee and that safe working practices must be observed at all times.
- 30.5 Attention is also drawn to the employer's policies and procedures on health and safety.
- 30.6 The employer recognises that to fulfil their function health and safety delegates require adequate training, paid time and facilities.
- 30.7 The parties to this agreement recognise that effective health and safety committees are the appropriate means of providing consultative mechanisms on health and safety issues in the workplace.

### ***31.0 Accidents – Transport of Injured Employees***

- 31.1 Transport of injured employees – Where the accident is work-related and the injury sustained by the employee necessitates immediate removal to a hospital, or to a medical

practitioner for medical attention and then to their residence or a hospital, or to their residence (medical attention away from the residence not being required), the DHB is to provide or arrange for the necessary transport, pay all reasonable expenses for meals and lodging incurred by or on behalf of the employee during the period she/he is transported, and claim reimbursement from ACC.

### ***32.0 Uniforms and Protective Clothing***

- 32.1 Where the employer requires an employee to wear a uniform, it shall be provided free of charge, but shall remain the property of the employer.
- 32.2 Suitable protective clothing shall be provided at the employer's expense where the duty involves a risk of excessive soiling or damage to uniforms or personal clothing or a risk of injury to the employee.
- 32.3 Damage to personal clothing – An employee shall be reasonably compensated for damage to personal clothing worn on duty, or reimbursed dry cleaning charges for excessive soiling to personal clothing worn on duty, provided the damage or soiling did not occur as a result of the employee's negligence, or failure to wear the protective clothing provided. Each case shall be determined on its merits by the employer.
- 32.4 **Clothing Allowance**
- (i) A taxable allowance of \$3.42 per day (or proportionate part thereof for nurses/midwives/HCAs employed part-time) shall be paid for each working day on which, because of therapeutic requirements or in the interests of patient care/rehabilitation, a nurse or midwife is required by the employer to wear civilian clothes instead of the normal uniform (such requirement or direction shall be in writing and a copy shall be forwarded to NZNO)
- (ii) In the absence of a written requirement or direction, either a uniform shall be made available or a taxable allowance of \$3.42 per day shall be paid until such time as a uniform is made available.

Provided that no allowance shall be payable to tutorial staff, staff wholly or mainly employed in an administrative role, students undertaking classroom tuition, or staff who, with the employer's permission elect to wear civilian clothing on duty.

### ***33.0 Payment of Wages***

- 33.1 Employees will be paid fortnightly in arrears by direct credit. Where significant errors have occurred as a result of employer action or inaction, corrective payment must be made within one working day of the error being brought to the employer's attention. All other instances, corrective payment will be made as soon as practicable but no later than the next fortnightly pay period. The parties also acknowledge that the financial impact on the employee must be taken into consideration when determining when payment will be made.

- 33.2 Where an employee has taken leave in advance of it becoming due, and the employee leaves before the entitlement has accrued, the employer will deduct the amount owing in excess of entitlement from the employee's final pay.
- 33.3 Any monies agreed, as being owed by the employee to the employer upon termination will be deducted from the employee's final pay.
- 33.4 The employees shall complete timesheets as required by the employer. Wherever practicable any disputed items shall not be changed without first referring it to the affected employee.
- 33.5 Overpayment Recovery Procedures: Attention is drawn to the Wages Protection Act 1983. The provisions of this Act, or any amendment or Act passed in substitution for this Act, shall apply.
- 33.6 The employer shall use its best endeavours to direct credit payment of wages into the employee's bank account one clear banking day prior to a public holiday.

## ***34.0 Termination of Employment***

### **34.1 Notice Period**

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

This shall not prevent the employer from summarily dismissing any employee without notice for serious misconduct or other good cause in accordance with the employing DHB's disciplinary procedures and/or rules of conduct.

### **34.2 Abandonment of Employment**

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

## ***35.0 Harassment Prevention***

- 35.1 Employees should refer in the first instance to the provisions and procedures specified in the employer's Harassment Policy. The employee's attention is also drawn to clause 36



Employment Relationship Problems. Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence, and other forms of intimidating behaviour.

- 35.2 Sexual harassment is verbal or physical behaviour of a sexual nature which is unwelcome to the receiver and is embarrassing or intrusive. It affects morale, work effectiveness and the right to enjoy a good working environment. Some types of behaviour constituting sexual harassment are listed below:
- (a) Type of behaviour
    - (i) sex-orientated jibes or abuse;
    - (ii) offensive gestures or comments;
    - (iii) unwanted and deliberate physical contact;
    - (iv) requests for sexual intercourse, including implied or overt promises for preferential treatment or threats concerning present or future employment status.
  - (b) Where it may occur
    - (i) among co-workers;
    - (ii) where a supervisor uses position and authority to take sexual advantage of another employee or to control or affect the career, salary or job of that employee;
    - (iii) in dealing with members of the public.
  - (c) Responsibilities for supervisors and complainants when dealing with sexual harassment:
    - (i) It is the responsibility of the employer to maintain a work environment free of unwelcome behaviour and to provide a mechanism for reporting sexual harassment, ensuring a fair investigation and avoiding reprisals against the complainant;
    - (ii) Care is to be taken during the investigation of any complaint of sexual harassment and afterwards to prevent any disadvantage to the complainant and care must also be taken to protect the position of other parties if the complaint is found to be unwarranted.
    - (iii) The employer relies on supervisors at all levels to facilitate and encourage proper standards of personal and ethical conduct in the workplace.
- 35.3 Sexual harassment complaints must be taken seriously and handled with sensitivity and impartiality. Behaviour, words and gestures have different meanings in different cultures. What may be acceptable in one culture may not be in another. This needs to be taken into account in the workplace.
- 35.4 Guidelines for Supervisors and Guidelines for Complainants are available in the employer's Human Resources Manual and/or from the Human Resources Department.
- 35.5 Racial Harassment  
An employee is racially harassed if the employee's employer or a representative of the employer uses language (whether written or spoken), or visual material, or physical behaviour that directly, or indirectly:

- (i) expresses hostility against, or brings into contempt or ridicule, the employee on the grounds of race, colour, or ethnic or national origins of the employee; and
- (ii) is hurtful or offensive to the employee (whether or not that is conveyed to the employer or the representative); and
- (iii) has, either by its nature or through repetition, a detrimental effect on the employee's employment, job performance or job satisfaction.

### ***36.0 Resolution of Employment Relations Problems***

An "employment relationship problem" includes:

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

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 800 863), or a union, an advocate or a lawyer.
- (b) If the matter is unresolved either party is entitled to seek mediation from the Labour Department or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)

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

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

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

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

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

### ***37.0 Deduction of Union Fees***

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

A list of members shall be supplied by NZNO to each DHB on request.

### ***38.0 Bargaining Fee***

It is agreed that a bargaining fee shall be applied to those employees whose work is covered by this Agreement but who are not members of NZNO and who are not members of another union, and who do not otherwise opt out of this clause, in accordance with the Employment Relations Act 2000 (S.69P and following).

38.1 For the purposes of this clause:

- (a) the "bargaining fee" shall be set at 100% of the current NZNO membership subscription rate (Registered Nurses \$20.90 per fortnight, Enrolled Nurses \$16.69 per fortnight, HCA's \$12.57 per fortnight) and paid each pay period, and shall not increase during the term of this clause;
- (b) the date the bargaining fee commences is 14 days after the expiry of the specified period as advised to the affected employees in accordance with S.69R.(1)(c) of the Employment Relations Act 2000;
- (c) an "affected employee" is one
  - (i) whose work is covered by the coverage clause of this Agreement and
  - (ii) whose terms and conditions of employment comprise or include the terms and conditions of employment specified in this Agreement and

- (iii) who is not a member of the union and
- (iv) who is not a member of another union and
- (v) who is not an employee who has opted out.

(d) An "employee who has opted out" is one who would otherwise be an affected employee but who has notified the employer by the end of the specified period that she/he does not wish to pay the bargaining fee, and whose terms and conditions of employment remain the same until such time as varied by agreement with the employer.

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

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

38.4 This clause shall expire on 31 July 2020. .

### ***39.0 Superannuation***

39.1 Where an employee is a member of a KiwiSaver scheme under the KiwiSaver Act 2006, effective 31 March 2008, the employer will make an employer contribution to that scheme, matching the employee's contribution dollar for dollar, up to a maximum of 2% of the employee's total gross earnings (unless a higher employer contribution is required by law).

### ***40.0 Retiring Gratuities***

Retiring Gratuities are available to employees who are retiring from DHBs where those provisions existed in Collective Agreements which were in place prior to 1 July 2004. Those DHB-specific provisions are attached as Appendix 2(a) to this MECA. All cut off and implementation dates expressed in those DHB-specific provisions will continue to apply in each DHB.

## **Appendices**

### **APPENDIX 1:**

**Terms of Reference and other references-**

- (a) Agreement for a Bipartite Relationship Framework**
- (b) Healthy Workplaces Agreement**
- (c) Job Evaluation Review Committee (JERC)**
- (d) Health Care Assistants / Hospital Aides Merit Criteria**
- (e) Designated Senior Nurse and Midwife Titles and Role descriptors**

### **APPENDIX 2:**

**Protected provisions -**

- (a) Retiring Gratuities by DHB**
- (b) Allowances**

### **APPENDIX 3:**

**Memoranda of Understanding -**

- (a) Completeness**
- (b) Enrolled Nurses**

## **AGREEMENT FOR A BIPARTITE RELATIONSHIP FRAMEWORK**

### **Purpose**

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

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

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

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

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

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

The parties agree that they will:

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

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

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

Bipartite Action Group (BAG)

These structures substitute any existing comparable bi-partite structures.

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

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

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

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

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

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

### ***Local BAGs***

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

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

### **2) Healthy workplaces**

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

### **3) Change Management:**

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

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

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

Either party may also make a request to the HSRA steering group to use this process. All parties to the HSRA steering group must then agree/disagree whether this approach is appropriate. If it is agreed to use this process, the issue will effectively be placed with the HSRA Change Management Framework (CMF) sub-committee.

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



The CMF sub-committee is tasked with making a considered decision on the processes to be used in the implementation of the policy or initiative and will provide a forum to decide the appropriate process for the change management.

The CMF sub-committee will ensure the change to be implemented in a coordinated fashion at the appropriate level across the sector, and involve appropriate stakeholders as each situation requires. Where this clause has been used, it will be considered to meet the requirements for consultation as detailed in this agreement. [Refer to specific MECA and CEA sub clauses]

#### **4) Disputes and problem resolution**

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

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

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

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

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

## **Healthy Workplaces Agreement**

The parties to this MECA agree that all employees should have healthy workplaces.

The DHBs and NZNO commit to the following:

- 1) Full implementation of CCDM in all DHBs by 30 June 2021.
- 2) DHB implementation plans shall be agreed between the CCDM councils in each DHB and the Safe Staffing Healthy Workplaces Governance Group within 6 months of ratification of the NZNO/DHB MECA.
- 3) The plans shall be published by each DHB and the SSHWU, and complied with according to the agreements reached with the SSHWU Governance Group.
- 4) The plans shall comply with the CCDM standards and among other things include;
  - Timeframes for each stage/milestone of CCDM.
  - Paid release of staff to attend education and all other components of CCDM e.g. steering group meetings, CCDM council meetings.
  - Education on a validated acuity tool and the CCDM programme for all staff, (The parties note that there may be more than one acuity tool).
  - Agreed resourcing to ensure implementation of the plans and consequent/subsequent activities.
- 5) The SSHWU Governance Group shall write to the Ministry of Health requesting that the implementation of the CCDM programme be outlined in the Ministry of Health Operational Policy Framework.

The parties reaffirm the commitment to achieving healthy workplaces through the implementation of Care Capacity Demand Management (CCDM).

### **Achieving healthy workplaces requires:**

1. A nationally consistent care capacity management<sup>1</sup> approach which provides for the appropriate levels of staff, skill mix, experience, and resourcing to achieve a match between demand and capacity. This includes:

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

- Timely response to Care Capacity Demand Management (CCDM) data which shows a need to adjust staffing levels to meet demand.
  - An acuity tool that is validated according to the *SSHW Validated Patient Acuity Standard Required for the Care Capacity Demand (CCDM) Program*.
  - Adequate resourcing to progress implementation and maintenance of the CCDM program.
  - Transparency of information including the sharing of data reports between parties and NZNO participation at relevant meetings.
1. Systems, processes and work practices that ensure efficient scheduling and a credible, consistent and timely response to variance in demand and include nursing and/or midwifery clinical judgment.
  2. 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.
  3. Recognition that everyone can be a leader by using the authority (expertise) vested in their role to participate and constructively engage with others.
  4. The development of a learning culture that emphasizes employees at all levels being given the opportunity to extend their knowledge and skills, as identified in their performance development plans where they are in place.
  5. Appreciation that good patient outcomes rely on the whole team and that teams need opportunities to work and plan together.
  6. Having the right tools, technology, environment and work design to support health and safety and to ensure effective health care delivery. This includes the opportunity to be involved in the decisions about what is needed and when.

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

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

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

### **Escalation Pathway**

In the event that an acute staffing shortage cannot be alleviated, patient cares, and the volume and range of services may be reduced in accordance with direction by the appropriate manager and employer policies.

In addition the following escalation process shall apply:

When a nursing or midwife team considers they have reached the limits of safe practice they will be supported to resolve the situation as follows:

- The nurse or midwifery manager or duty manager will be immediately informed of the situation by the nurse or midwife.

- The nurse or midwife will not be required to take additional workload until strategies have been implemented to address the immediate workload issues (e.g. the redeployment of staff or patients), notwithstanding any immediate duty-of-care requirements

If the process outlined above does not resolve the situation, steps will be taken immediately to elevate the issue to that level of nursing service management authorised to resolve the immediate problem and take steps to reduce the likelihood or a recurrence of similar problems.

- The most senior nurse or midwife in the DHB, at the time of the event, will report the event to the most senior manager in the DHB as soon as is reasonably possible. [For example; The Nurse or Midwifery Manager or Duty Manager will immediately advise the Director of Nursing (DoN) or, if the DoN is not available, the Manager responsible for the hospital at that time.]
- Direct assistance will then be given from this level in the organisation, and the event reported to the Chief Executive by the DoN as soon as is reasonably possible.

All incidents shall be reported and investigated and an NZNO delegate will be involved in investigations and corrective measures.

**Job Evaluation Review Committee (JERC)**

- The JERC will consist of four (4) representatives from DHB's and NZNO respectively. Eight (8) people in total.
- The committee will meet up to four times per calendar year
- The primary function will be to scope new positions, changed job descriptions, and receive and consider appeals.
- The JERC will continue to use "Process to Review" documents (August 07) for each submission received.
- The committee will utilize an external consultant as necessary to complete the evaluation process.

1. The DHB has the right to determine designated senior nursing and midwifery positions in line with the nationally agreed job scoping and titles process.

Every endeavour will be made to resolve the issue locally, but where the issue remains unresolved it will be referred to JERC for opinion before the affected DHB makes the final decision.

2. If a DHB establishes a new designated senior nursing or midwifery role (at that DHB) with a title and position description that has been previously scoped nationally using the scoping process, placement on the salary scale will be dealt with at the local level with NZNO involvement.

Every endeavour will be made to resolve the issue locally, but where this is unable to be achieved the issue will be referred to the JERC for scoping.

3. Where a totally new designated senior nursing or midwifery role is created, outside of the current titles and descriptors, it will be directly referred to the JERC for scoping.

All local decisions will be advised to DHBSS who hold the master listing on behalf of the JERC.

The parties to this MECA will evaluate the function and operation of the JERC twelve months after the date of signing this MECA.

**NEW ZEALAND NURSES ORGANISATION AND DISTRICT HEALTH BOARDS  
HEALTH CARE ASSISTANT/ HOSPITAL AIDE MERIT ALLOWANCE PAYMENT  
POLICY DOCUMENT**

The following is extracted from a more detailed handbook which is available in each DHB.

**Background**

Included at Clause 27.10 of the DHB's/NZNO Nursing Midwifery MECA are merit payments for Health Care Assistants and Hospital Aides (HCA/HA). These payments are made as an allowance and are added to the base rates of pay and are paid for all hours worked. They attract penal rates and overtime

The rates of allowance are as follows.

Merit 1 \$1000 per annum

Merit2 \$2000 per annum

The allowance continues to be paid only as long as the HCA/HA maintains the merit criteria applicable to the allowance, which they had approved

Upon meeting the necessary criteria an employee shall be awarded either a Merit 1 or Merit 2 allowance. They are not cumulative. i.e. the maximum allowance is \$2000 per annum.

**Eligibility**

The employment agreement uses the designations HCA/HA but these allowances are available to all employees who are paid correctly on the HCA/HA scale irrespective of their position title. In order to be paid on the HCA/HA scale the employee, irrespective of their job title, must meet the definition of Health Care Assistant or Hospital Aide as agreed between the employers and the union. The definition is:

“An employee who is an auxiliary to the nursing team and is able to perform tasks in their position description relating to patient care and who works under the direction of a registered nurse or midwife. Attention is drawn to the list of titles current 28 November 2005 identified by the HCA Working Party and further acknowledge that whilst there are a range of common titles existing across DHBs, different designations are also in use such as Operating Theatre Assistants”

**Note** This document contains titles that are common in many DHBs. However, it is acknowledged that some Boards use different titles. Where this exists the document should be read as if the local titles apply

## HCA/HA WORKING PARTY JOB CLASSIFICATIONS

<b>DHB</b>	<b>JOB CLASSIFICATIONS</b>
Bay of Plenty	MECA titles
Wanganui	Health Care Assistant, Psychiatric Assistant, Hospital Aide, Rehabilitation Assistant
MidCentral	Care Assistant, Ward Assistant, Hospital Aide
Hawke's Bay	Care Associate, Rehabilitation Assistant
West Coast	Caregiver
Nelson/Marlborough	MECA Titles
Otago	Hospital Aide
Southland	Hospital Aide
Canterbury	Service Titled Assistants, Hospital Aides, Nursing Assistant, Milk Room Aides
Hutt Valley	Health Assistant, Aides
Lakes	MECA Titles
South Canterbury	Care Associate, Hospital Aide
Auckland	Health Care Assistants, Hospital Aides, Rehabilitation Assistants
Wairarapa	Health Care Assistants, Mental Health Care Supporters
Counties Manukau	Health Care Assistant, Hospital Aide
Northland	Auxiliary Workers (Mental Health), Health Care Assistants, Hospital Aides, Patient Care Assistants
Waikato	Health Care Assistants, Rehab Assistants, Psychiatric Assistants
Capital Coast	Health Care Assistants, Health Care Associate, Psychiatric Assistant, Hospital Aide
Waitemata	Health Service Assistant, Health Care Assistant, Hospital Aide
Taranaki	Health Care Assistant, Psychiatric Assistant
Tairāwhiti	Hospital Aides, Health Care Workers



**DESIGNATED SENIOR NURSES / MIDWIVES JOB TITLES**

The titles recommended in this report have been endorsed by the parties

**Introduction**

This document represents the work of the DHBNZ / NZNO Senior Nurse/Midwife job title working party.

**The Working Party Process**

The working party started its work by asking the DHBs to identify the current titles of their Senior Nurse/Midwife roles. The working party considered these titles and the type of work undertaken by each of the positions identified. There was a lot of difference between the titles in use and the type of work undertaken by senior roles across the DHBs. The working party used the information provided by the DHBs as well as the recommendations of the National Nurses Organisation (NNO) to develop draft position titles.

**Clarifying Notes**

1. These titles DO NOT reflect salary grades. There will be different levels of positions with the same title that sit on different salary grades as determined during the Senior Nurse/Midwife scoping exercise (particularly for CNS, CNM and CNE roles). Roles are not required to be re scoped as a result of the transition to the new title.
2. These titles DO NOT determine organisational structure – DHBs may have some positions and not others within their structures. There is no requirement for a DHB to have all positions.
3. These titles DO NOT alter current position descriptions or functions – the title is the only thing that is being changed in this process.
4. The relevant title is determined by the predominant purpose of the role.
5. To hold one of the specified senior titles, roles must be designated as senior by the DHB.
6. Once endorsed by the DHBs and affected senior nurses/midwives, these position titles will be used at all DHBs for all senior nurse/midwife positions (as defined by the NZNO MECA), by 31 December 2006.

<b>Title</b>	<b>Role Descriptor    Recommendations - Proposed National Senior Nurse and Midwife Titles</b>
<b>Nurse/Midwife Manager</b> Rationale –internationally accepted and understood – aligns across organisations with titles of other similar management positions	– Responsible for the efficient and effective operational management of a service/services. A service is defined as multiple units and/or teams with different subspecialties (for example Nurse Manager of Regional Cancer Treatment Services,

	<p>Nurse Manager of Mental Health Services – which includes a number of sub-specialties such as Inpatient, Day Service and Community Mental Health Services).</p> <ul style="list-style-type: none"> <li>– To manage and lead the people, systems, processes and resources that facilitate efficient and effective service delivery</li> <li>– Responsibility for business planning, financial, human resource management and budget accountabilities for the service/facility</li> <li>– Contributes to the development of the strategic direction of the organisation</li> </ul>
<p><b>Clinical Nurse/Midwife Manager</b> <b>or</b> <b>Charge Nurse/Midwife Manager</b> Rationale – Consistent with the above title</p> <ul style="list-style-type: none"> <li>– understood nationally</li> <li>– recognises and validates the management component of this nursing leadership role</li> </ul>	<ul style="list-style-type: none"> <li>– To manage the systems, processes and resources that enable staff to meet the needs of the patient/consumer/tangata whaiora in an efficient and effective manner.</li> <li>– Management of people, systems and resources within a defined care area to ensure that service delivery is of a high standard. May include budget holding accountabilities.</li> <li>– Responsible for one or more defined care areas. A care area is defined as a ward, unit or team.</li> <li>– To provide clinical leadership for the multi-disciplinary team</li> <li>– To provide professional leadership to the nursing/midwifery team, developing the nursing/midwifery services and monitoring quality, including standards of practice and service standards</li> <li>– Contributes to the achievement of strategic direction for defined care area/s</li> </ul>
<p><b>Associate Clinical Nurse /Midwife Manager</b> <b>or</b> <b>Associate Charge Nurse/Midwife Manager</b> Rationale</p> <ul style="list-style-type: none"> <li>– consistent with above titles</li> <li>– recognition of authority and accountability resting in these formal roles</li> </ul>	<ul style="list-style-type: none"> <li>– Supportive role to the CNM and/or Nurse/midwife Manager</li> <li>– Continuing clinical coordination and expertise to enable an effective practice environment</li> <li>– Delegated ongoing responsibility for aspects of the CNM role (eg. performance management, rostering)</li> <li>– Provides direct care as required</li> <li>– Provides clinical leadership for staff and assists with coaching and supervision as delegated</li> </ul>
<p><b>Clinical Nurse/Midwife Coordinator</b> Rationale – provides a title for DHBs where this role is designated senior. At some DHBs, this role is shared on</p>	<ul style="list-style-type: none"> <li>– Coordination of the people, systems and resources for a shift or group to ensure service delivery is efficient and effective.</li> <li>– May contribute to supervision and coaching of nursing/midwifery staff.</li> <li>– No formal delegated management authority.</li> </ul>

<p>a day to day basis among RNs and is not a designated senior role.</p>	
<p><b>Nurse/Midwife Coordinator</b> Rationale – supports/ coordinates programmes or areas that have direct impact on nursing practice. Not a direct clinical role, nor a management role.</p>	<p>Implementing and advising on specific clinical and/or quality programmes, some examples of which are</p> <ul style="list-style-type: none"> <li>– Nurse Coordinator – Clinical Trials</li> <li>– Nurse Coordinator – PDRP</li> <li>– Nurse Coordinator – Trendcare</li> </ul> <p>These are not roles that predominantly provide direct clinical care.</p>
<p><b>Nurse/Midwife Educator</b> Rationale – focuses on skill development and education of nurses/midwives</p>	<p>Facilitating learning that may include:</p> <ul style="list-style-type: none"> <li>– Development and/or delivery of education programmes and resources that apply within the service and/or across the DHB</li> <li>– Delivery in both clinical and classroom settings</li> <li>– Meeting quality and safety standards</li> <li>– Developing the competency and capability of the nursing/midwifery workforce</li> <li>– Informing and contributing to the development of organisational policy</li> <li>– Input into the development and/or assistance with the delivery of graduate and/or postgraduate programmes</li> <li>– Develop and deliver postgraduate programmes from a tertiary education institute</li> </ul> <p>Includes positions that educate nurses/midwives in specific programme areas as well as in areas of clinical specialty, such as:</p> <ul style="list-style-type: none"> <li>– Nurse Educator – IV Therapy</li> <li>– Nurse Educator – Surgical Services</li> <li>– Nurse Educator - NETP</li> <li>– Nurse Educator - Post graduate programme</li> </ul>
<p><b>Nurse/Midwife Researcher</b> Rationale – to limit title of ‘Researcher’ to lead research roles – other positions (such as CNE, CNS, Coordinator) may participate in and contribute to research projects, but do not usually lead research as a predominant part of their role</p>	<ul style="list-style-type: none"> <li>– Leads and undertakes <b>nursing/midwifery/population health</b> research and development activity using accepted research methodology, locally, regionally and/or nationally</li> </ul> <p>Note – this title applies to lead supervisors of research projects</p>
<p><b>Nurse/Midwife Consultant</b> (policy and framework focus)</p>	<ul style="list-style-type: none"> <li>– Provide professional nursing/midwifery leadership, consultancy and advice</li> <li>– Increase the effectiveness of patient care delivery by leading and developing quality improvement projects and facilitating development and</li> </ul>

	<p>maintenance of frameworks for policy and education</p> <ul style="list-style-type: none"> <li>– Facilitates nursing/midwifery input into policy and framework decisions, at an organisational level</li> <li>– Accept delegated responsibilities from the Director of Nursing and/or Midwifery</li> </ul>
<p><b>Nurse Practitioner</b> Rationale – As defined by Nursing Council of New Zealand</p>	<ul style="list-style-type: none"> <li>– Improve health outcomes through advanced nursing practice with a specific population</li> <li>– Provide leadership and consultancy in their defined specialty practice area</li> <li>– Develop nursing guidelines and policy, nursing education, nursing quality improvement in specialty</li> <li>– Shows scholarly research inquiry into nursing practice</li> <li>– Lead developments and changes in nursing practice</li> <li>– Appointee approved by the Nursing Council to hold Nurse Practitioner Registration</li> </ul>
<p><b>Clinical Nurse/Midwife Specialist</b> Rationale – consistently used nationally at present – clearly understood and accepted</p>	<ul style="list-style-type: none"> <li>– Focus on care delivery</li> <li>– Providing specialist nursing/midwifery care and expertise, both in direct care delivery and in support to other staff in the management of a defined patient group/area of specialty practice</li> <li>– Researching, evaluating, developing and implementing standards of nursing/midwifery practice in the specific area of practice</li> <li>– Leads the development of pathways, protocols and guidelines in the specific area of practice</li> </ul>
<p><b>Specialty Clinical Nurse/Midwife</b> Rationale – to avoid confusion with the above title, and to reflect roles at this level of practice in DHBs where they are designated senior</p>	<ul style="list-style-type: none"> <li>– Works in a narrow field but with more in-depth knowledge and skills than RN</li> <li>– Enhance health outcomes for clients by working directly with them to provide assessment, care and education within specific area of practice</li> <li>– Contributes to development of pathways, protocols and guidelines in the specific area of practice</li> </ul>
<p><b>Duty Nurse/Midwife Manager</b> Rationale – clearly understood and accepted already</p>	<ul style="list-style-type: none"> <li>– Delegated responsibility for the after hours operational management of the hospital services, including crisis and facility management</li> <li>– Authority for the management of resources for the duration of the shift</li> <li>– Demonstrates and applies clinical expertise either directly or through coaching and supervisory function</li> <li>– May also be responsible for the day to day coordination of resource utilisation including</li> </ul>

	deployment and redeployment of casual/pool/permanent staff to best meet workload requirements and patient bed management across the hospital.
<p><b>Clinical Resource Nurse</b>  Rationale – reflects roles existing in some DHBs where differentiation between clinical leadership and duty management role after hours</p>	<ul style="list-style-type: none"> <li>– Provision of clinical leadership, advice and support across a service/services/hospital</li> <li>– No delegated operational management responsibility after hours</li> </ul>

**SCHEDULE OF RETIRING GRATUITIES PROVISIONS BY DHB**

**All clause numbers refer to the clauses in the previously applicable local Collective Agreements.**

**Auckland Region MECA:**

**16.0 RETIRING GRATUITIES**

- 16.1 The Employer shall pay a retiring gratuity to staff retiring from the DHB have had not less than ten years' service with the employing Company, with that board and one or more other boards and with one or more of the following services: the Public Service, the Post Office, New Zealand Railways or any university in New Zealand, provided that for employees engaged after 1.7.92 only service with Area Health Boards and Hospital Boards, CHEs, HHSs and District Health Boards shall be recognised.
- 16.2 For the purposes of establishing eligibility for a gratuity, total service may be aggregated, whether this be part-time or whole-time, or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility.
- 16.3 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.
- 16.4 Gratuities shall be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship in accordance with the Property Relationships Act.
- 16.5 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.
- 16.6 For the purposes of calculating the amount of gratuity which the DHB may pay, the rate of pay on retirement shall be the base rate of salary or wages.
- 16.7 An employee who is granted leave without pay and who remains in the service of the District Health Board will, on retirement, have such leave aggregated with other service for gratuity purposes.

16.8 A full gratuity may also be granted to those employees who have had not less than 10 years' service and who are resigning for reasons of ill health or incapacity.

<b>SCALE OF MAXIMUM GRATUITIES</b>	
Period of Total Service	Maximum Gratuity
Not less than 10 years and less than 11 years	22 days pay
Not less than 11 years and less than 12 years	25 days pay
Not less than 12 years and less than 13 years	28 days pay
Not less than 13 years and less than 14 years	31 days pay
Not less than 14 years and less than 15 years	34 days pay
Not less than 15 years and less than 16 years	36 days pay
Not less than 16 years and less than 17 years	39 days pay
Not less than 17 years and less than 18 years	42 days pay
Not less than 18 years and less than 19 years	45 days pay
Not less than 19 years and less than 20 years	48 days pay
Not less than 20 years and less than 21 years	51 days pay
Not less than 21 years and less than 22 years	54 days pay
Not less than 22 years and less than 23 years	56 days pay
Not less than 23 years and less than 24 years	59 days pay
Not less than 24 years and less than 25 years	62 days pay
Not less than 25 years and less than 26 years	66 days pay
Not less than 26 years and less than 27 years	70 days pay
Not less than 27 years and less than 28 years	74 days pay
Not less than 28 years and less than 29 years	79 days pay
Not less than 29 years and less than 30 years	83 days pay
Not less than 30 years and less than 31 years	88 days pay
Not less than 31 years and less than 32 years	92 days pay
Not less than 32 years and less than 33 years	96 days pay
Not less than 33 years and less than 34 years	101 days pay
Not less than 34 years and less than 35 years	105 days pay
Not less than 35 years and less than 36 years	109 days pay
Not less than 36 years and less than 37 years	114 days pay
Not less than 37 years and less than 38 years	118 days pay
Not less than 38 years and less than 39 years	122 days pay
Not less than 39 years and less than 40 years	126 days pay
Not less than 40 years	131 days pay

**Note: These are working days.**

**Northern Districts MECA:**

**This provision does not apply to Lakes DHB.**

**RETIRING GRATUITIES**

- (1) Note: This clause shall not apply to employees whose current employment commenced after 23 November 1992.
- (2) The employer may at his/her sole discretion pay a retiring gratuity to staff retiring from the Company who have had not less than 10 years' service with the employing Company, with that

Company and one or more other boards and with one or more of the following services: the Public Service, the Post Office, New Zealand Railways or any university in New Zealand.

- (3) For the purposes of establishing eligibility for a gratuity, total Company service may be aggregated, whether this be part-time or whole-time, or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility.
- (4) 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.
- (5) Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.
- (6) The employer at his/her sole discretion may also grant half the normal entitlement to those employees resigning after not less than 10 years service to take up other employment.
- (7) 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.
- (8) For the purposes of calculating the amount of gratuity which a board may pay the rate of pay on retirement shall be the basic ordinary (T1) rates of salary or wages.
- (9) An employee who is granted leave without pay and who remains in the service of the board, will, on retirement, have such leave aggregated with other service for gratuity purposes.

**SCALE OF MAXIMUM GRATUITIES:**

Period of Total Service	Maximum Gratuity
Not less than 10 yrs and less than 11 yrs	31 days' pay
Not less than 11 yrs and less than 12 yrs	35 days' pay
Not less than 12 yrs and less than 13 yrs	39 days' pay
Not less than 13 yrs and less than 14 yrs	43 days' pay
Not less than 14 yrs and less than 15 yrs	47 days' pay
Not less than 15 yrs and less than 16 yrs	51 days' pay
Not less than 16 yrs and less than 17 yrs	55 days' pay
Not less than 17 yrs and less than 18 yrs	59 days' pay
Not less than 18 yrs and less than 19 yrs	63 days' pay
Not less than 19 yrs and less than 20 yrs	67 days' pay
Not less than 20 yrs and less than 21 yrs	71 days' pay
Not less than 21 yrs and less than 22 yrs	75 days' pay
Not less than 22 yrs and less than 23 yrs	79 days' pay



Not less than 23 yrs and less than 24 yrs	83 days' pay
Not less than 24 yrs and less than 25 yrs	87 days' pay
Not less than 25 yrs and less than 26 yrs	92 days' pay
Not less than 26 yrs and less than 27 yrs	98 days' pay
Not less than 27 yrs and less than 28 yrs	104 days' pay
Not less than 28 yrs and less than 29 yrs	110 days' pay
Not less than 29 yrs and less than 30 yrs	116 days' pay
Not less than 30 yrs and less than 31 yrs	123 days' pay
Not less than 31 yrs and less than 32 yrs	129 days' pay
Not less than 32 yrs and less than 33 yrs	135 days' pay
Not less than 33 yrs and less than 34 yrs	141 days' pay
Not less than 34 yrs and less than 35 yrs	147 days' pay
Not less than 35 yrs and less than 36 yrs	153 days' pay
Not less than 36 yrs and less than 37 yrs	159 days' pay
Not less than 37 yrs and less than 38 yrs	165 days' pay
Not less than 38 yrs and less than 39 yrs	171 days' pay
Not less than 39 yrs and less than 40 yrs	177 days' pay
Not less than 40 years	183 days' pay

NOTE: These are consecutive rather than working days.

## **Waikato DHB**

### **RETIRING GRATUITIES**

NOTE: This clause shall not apply to employees employed after 30 June 1992.

1. The employer may pay a retiring gratuity to staff retiring from the organisation who have had not less than 10 years' service with the employer, with the employer and one or more other District Health Board or its predecessors and with one or more of the following services: the Public Service, the Post Office, New Zealand Railways or any university in New Zealand.
2. For the purposes of establishing eligibility for a gratuity, total organisational service may be aggregated, whether this be part-time or whole-time, or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility.
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.
4. Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.

5. 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.
6. For the 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 that is consolidated components of salaries which are inclusive of penal payments shall not be paid i.e. caseload midwives, refer to Variation.
7. 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.

### 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.

## **Bay Of Plenty DHB**

### **Gratuities (Tauranga Hospital)**

The gratuities payment was grand parented for Tauranga Hospital, but would only be paid in respect to redundancy for staff with current continuous service commenced before 23 November 1992, as per schedule E of the Bay of Plenty District Health Board Nurses, Midwives & Healthcare Assistant's Agreement effective 01 July 2001 - 30 June 2002.

### **Ex gratia payment**

A retirement gratuity (in the form of an ex gratia payment), may be payable, at the sole discretion of the CEO, for those staff with current continuous service who commenced before 23 November 1992 as per schedule E of the Bay of Plenty District Health Board Nurses, Midwives & Healthcare Assistant's Agreement effective 01 July 2001 - 30 June 2002.

## **Tairawhiti DHB**

### **RETIRING GRATUITIES**

1. The employer may pay a gratuity to staff retiring, who have had not less than 10 years' qualifying service as provided for in Clause 18 and clause 46.10 in the Tairawhiti DHB previous collective agreement.
2. For the purposes of establishing eligibility for a gratuity, total service may be aggregated, whether this be part-time or whole time, or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility.
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.
4. Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage agreement has been made or who is in a de facto relationship.
5. The calculation of 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.
6. For the purposes of calculating the amount of gratuity the rate of pay on retirement shall be the basic rate of wage until 1 January 1997 (refer Clause 46.11 in the Tairawhiti DHB previous collective agreement).

7. An employee who is granted leave without pay and who remains in the employer's service, will, on retirement, have such leave aggregated with other service for gratuity purposes.

**8. Scale of Maximum Gratuities**

<u>Period of Total Service</u>	<u>Maximum Gratuity</u>
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.

11. Employees employed after 30 June 1994 shall only have service with Tairawhiti District Health recognised for the purposes of this clause.

12. As of 1 January 1997 the calculation for the gratuity will be made at the wage rate payable to the individual employee and shall not be adjusted by any subsequent wage increase. Employees employed after 1 January 1997 shall not be eligible to retiring gratuities.

## **Northland DHB**

### **RETIRING GRATUITIES**

- a. Employees retiring who have no less than 10 years service with the employer and are no less than 55 years of age may be paid a Retirement Gratuity within the scale given in Fourth Schedule.
- b. The provisions of this clause will also apply where early retirement is taken by an employee as an alternative to redundancy.

### **FOURTH SCHEDULE - RETIREMENT GRATUITIES**

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

<b>SERVICE (years)</b>		<b>GRATUITY (consecutive days)</b>
Not less than	10	31
	11	35
	12	39
	13	43
	14	47
	15	51
	16	55
	17	59
	18	63
	19	67
	20	71
	21	75
	22	79
	23	83
	24	87
	25	92
	26	98
	27	104
	28	110
	29	116
	30	123
	31	129
	32	135
	33	141
	34	147
	35	153
	36	159
	37	165
	38	171
	39	177
	40 plus	183

## **Lower North Island MECA:**

### **1.0 RETIREMENT GRATUITIES**

Retirement Gratuity entitlements applicable at each DHB are as set out below. (This clause does not apply to Hawke's Bay or Taranaki, which previously made compensatory payments to their employees when this provision was bought out.)

Gratuity payments are calculated using the scale set out at the end of this clause.

Except for Hutt Valley, retirement for the purposes of this clause is the permanent cessation of regular paid employment.

Except for Hutt Valley, an employee may retire:

- (a) Voluntarily;
- (b) On medical grounds (requires a medical certificate from a doctor acceptable to the DHB);
- (c) By agreement between the DHB and the employee.

## **Wairarapa DHB:**

Retirement gratuities were frozen as of 28 March 1993.

These entitlements are applicable to all eligible staff employed before 28 March 1993.

## **Hutt Valley DHB:**

- (a) Retiring Gratuity entitlements are applicable as per the scale for employees who have not less than 10 years' service as at 12 October 1992 and who are eligible to retire.
- (b) From 10 October 1993 no further service shall accrue for the calculation of retiring gratuities.
- (c) 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.

## **Whanganui DHB:**

The criteria for the payment of Retiring Gratuities is set out in clause 39 (and outlined below) of the 1993 Nurses and Midwives CEC;

### **Clause 39.0 of the CEC dated 18 December 1993:**

- 39.1 Employees who have between 10 and 15 years service as at 18 December 1993 shall earn and be paid 50% of the maximum retiring gratuity.

- 39.2 Employees who have more than 15 years service as at 18 December 1993 shall earn and be paid a retiring gratuity in accordance with the scale of maximum gratuities.
- 39.3 Employees who have less than 10 years service as at 18 December 1993 or who are employed after that date, shall not receive or earn any retirement gratuity.
- 39.4 For the purposes of establishing eligibility for a gratuity, total service may be aggregated, whether this be part-time or full-time, or a combination of both at different periods. Part-time service is not to be converted to its full-time equivalent for the purposes of establishing eligibility.
- 39.5 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.
- 39.6 Gratuities shall be paid to the spouse or if not surviving spouse, the dependent child(ren) of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.
- 39.7 The Chief Executive Officer may also grant half of their retirement gratuity entitlement to those employees resigning after not less than 10 years service as a result of ill health which prevents them from continuing in their position.
- 39.8 The amount of any gratuity previously received in respect of service taken into account in the calculation, shall be deducted.
- 39.9 For the purposes of calculating the amount of gratuity which Whanganui DHB should pay, the rate of pay on retirement shall be the basic rates of salary or wages.
- 39.10 An employee who is granted leave without pay and who remains in the service of Whanganui DHB, will, on retirement, have such leave aggregated with other service for gratuity purpose.

“Service” means current continuous service with Whanganui District Health Board and its immediate predecessors, that is the Good Health Whanganui, Manawatu-Wanganui Area Health Board, the Wanganui Area Health Board and the Wanganui Hospital Board, but may be broken up by periods of up to three months. Any break in service of longer than three months shall debar an employee from counting the service prior to that break towards any service related entitlements in this agreement.

- (a) Any employee employed after 15 December 1993 will have service recognised as defined above.
- (b) Any employee employed on or before 15 December 1993 will have service recognised, according to the Nurses’ & Midwives’ Collective Employment Contract signed on 23 December 1993.

### **MidCentral DHB:**

#### **Retirement Allowance**

**The Chief Executive Officer shall pay a retiring allowance to employees who, on the 15**

**December 1993, had no less than ten years' continuous service with the Health Service and were an employee of MCH on that date.**

- (a) Having established eligibility for an allowance by meeting the above requirements, any further service for that employee shall be as defined in the definitions.
- (b) Employees who had more than ten but less than fifteen years service on 15 December 1993 will be paid 50% of the relevant retiring allowance when they retire.
- (c) Employees who had more than 15 years service on 15 December 1993 will be paid a retiring allowance in accordance with the scale of retiring allowances, when they retire.
- (d) Employees who had less than 10 years continuous service on 15 December 1993, or who were employed after that date shall not receive any retirement allowance.
- (e) Where part-time service is involved the allowance shall 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 allowance purposes.
- (f) An employee who is granted leave without pay and who remains in the service of MCH, will, on retirement, have such leave aggregated with other service for allowance purposes.
- (g) Allowances shall be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a allowance. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.
- (h) For the purposes of calculating the amount of allowance which MCH may pay, the rate of pay on retirement shall be the basic rates of salary or wages.

### **Discretionary Retiring Gratuity**

**The Chief Executive Officer may grant half of the appropriate retirement scale of allowances to those employees who have not less than 10 years' continuous service and must resign because of ill health.**

#### Service Definition for Retirement Allowances

- (a) Service means all service, whether in full-time, part-time or casual employment, with MCH. Provided that they were employees of MCH as at 15 December 1993 and have a service entitlement recognised under a previous collective employment contract (or award) they shall retain such entitlement until that employee ceases to be an employee of MCH.
- (b) Continuous means current continuous service with MCH which may be broken up by periods of up to three months. Any break in service of longer than three months shall debar an employee from counting the service prior to that break towards any continuous service entitlement. Provided that employees of MCH as at 15 December 1993 who have a continuous service entitlement recognised under a previous collective employment contract (or award) shall retain such entitlement until that employee ceases to be an employee of MCH. Provided that Enrolled Nurses or Registered Nurses who resign or change their status to undertake a period of continuous study to bridge to RCompN/B.N. will have their previous current continuous service entitlement recognised on re-employment with MCH. This applies if re-employment is within three months of receipt of results and applies only to enrolled



nurses or registered nurses who are employed by MCH for up to one month prior to study commencing.

## **Capital & Coast DHB:**

### **Retirement Gratuities**

- (a) If the employee has ten or more years service the retirement gratuity set out in 9.1 shall be paid.
- (b) The employer shall pay a retiring gratuity to employees retiring who have had not less than ten years' service recognised as at 12 October 1992.
- (c) For the purposes of establishing eligibility for a gratuity, total service may be aggregated whether this be part-time or whole-time or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility. Where part-time service is involved the gratuity should be calculated to reflect this.
- (d) 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.
- (e) Gratuities shall be paid to the estate of employees who die before retirement or who dies after retirement but before receiving a gratuity.
- (f) For the purposes of calculating the amount of gratuity which the employer shall pay, the rate of pay on retirement shall be the ordinary rate of pay only.
- (g) From 10 October 1993 no further service shall accrue regarding the payment of retiring gratuities.

#### 1.1 Retirement Gratuity Scale

##### **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.

**South Island MECA:**

**45.0 RETIRING GRATUITIES**

45.1 The following applies only to employees employed by the relevant DHB below, who have remained continuously employed by that DHB:

South Canterbury DHB	
Nelson Marlborough DHB	employed prior to 30 October 1992
Otago DHB	employed prior to 1 February 1999
Southland DHB	employed prior to 1 July 1995
West Coast DHB	employed prior to 1 July 1997

45.2 The employer may pay a retiring gratuity to employees permanently retiring from the workforce who have had no less than 10 years' current continuous service with the same employer. The status quo criteria used by each individual employer, in determining whether an employee is granted a gratuity as at 17 December 2001 will continue to be used.

45.3 For the purposes of establishing eligibility for a gratuity, total service as above may be aggregated, whether this be part time or whole time, or a combination of both at different periods.

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

45.5 The calculation shall be based on the base rate of salary or wages.

45.6 The gratuity is based on the following scale

<u>Current continuous service</u>	<u>Maximum Gratuity</u>
Not less than 10 years Not less than 11 years and up to 26 years	31 days Additional 4 days for each full year of service in excess of 10 years
Not less than 26 years and up to 40 years	Additional 6 days for each full year of service in excess of 25 years, to a maximum of 40 years.

Note: These are consecutive rather than working days.

### **Nelson Marlborough Retiring Gratuities**

year	consecutive days	MECA provision
1	0	
2	0	
3	0	
4	0	
5	0	
6	0	
7	0	
8	0	
9	0	
10	31	31 after 10 years service
11	35	11 to 26 = 4 days per full year
12	39	11 to 26 = 4 days per full year
13	43	11 to 26 = 4 days per full year
14	47	11 to 26 = 4 days per full year
15	51	11 to 26 = 4 days per full year
16	55	11 to 26 = 4 days per full year
17	59	11 to 26 = 4 days per full year

<b>18</b>	<b>63</b>	11 to 26 = 4 days per full year
<b>19</b>	<b>67</b>	11 to 26 = 4 days per full year
<b>20</b>	<b>71</b>	11 to 26 = 4 days per full year
<b>21</b>	<b>75</b>	11 to 26 = 4 days per full year
<b>22</b>	<b>79</b>	11 to 26 = 4 days per full year
<b>23</b>	<b>83</b>	11 to 26 = 4 days per full year
<b>24</b>	<b>87</b>	11 to 26 = 4 days per full year
<b>25</b>	<b>91</b>	11 to 26 = 4 days per full year
<b>26</b>	<b>97</b>	26 (in excess of 25) to 40 = 6 days per full year
<b>27</b>	<b>103</b>	26 (in excess of 25) to 40 = 6 days per full year
<b>28</b>	<b>109</b>	26 (in excess of 25) to 40 = 6 days per full year
<b>29</b>	<b>115</b>	26 (in excess of 25) to 40 = 6 days per full year
<b>30</b>	<b>121</b>	26 (in excess of 25) to 40 = 6 days per full year
<b>31</b>	<b>127</b>	26 (in excess of 25) to 40 = 6 days per full year
<b>32</b>	<b>133</b>	26 (in excess of 25) to 40 = 6 days per full year
<b>33</b>	<b>139</b>	26 (in excess of 25) to 40 = 6 days per full year
<b>34</b>	<b>145</b>	26 (in excess of 25) to 40 = 6 days per full year
<b>35</b>	<b>151</b>	26 (in excess of 25) to 40 = 6 days per full year
<b>36</b>	<b>157</b>	26 (in excess of 25) to 40 = 6 days per full year
<b>37</b>	<b>163</b>	26 (in excess of 25) to 40 = 6 days per full year
<b>38</b>	<b>169</b>	26 (in excess of 25) to 40 = 6 days per full year
<b>39</b>	<b>175</b>	26 (in excess of 25) to 40 = 6 days per full year
<b>40</b>	<b>181</b>	26 (in excess of 25) to 40 = 6 days per full year

**Canterbury Nurses' CA:**

Nil.

**Canterbury Charge Nurses' CA:**

Nil.

**Canterbury MUCA:**

Nil.

**Canterbury Mental Health and Older Persons Health Divisions Coordinators CA:**

Nil.

**Bay Of Plenty After Hours Managers CA:**

Nil.

**Lower North Island Senior Nurses' and Midwives' MECA:**

9.0 RETIRING GRATUITIES

Where an employee currently has an entitlement to a retiring gratuity, grand parented or otherwise, the DHB will write to that employee confirming their entitlement and provide a copy of this letter to the NZNO.

Retirement for the purpose of this collective agreement is the permanent cessation of regular paid employment. An employee may retire voluntarily, on medical grounds (requires a medical certificate from a doctor acceptable to the DHB and the employee), or by agreement between the employer and the employee.

**West Coast After Hours Coordinators and Relief After Hours coordinators CA:**

**SCHEDULE 3: RETIRING GRATUITIES**

*Scale of Maximum Gratuities (reckoned in consecutive not working days)*

<b>PERIOD OF SERVICE</b>	<b>MAXIMUM GRATUITY</b>
Not less than 10 years and less than 11 years	31 days pay
Not less than 11 years and less than 12 years	35 days pay
Not less than 12 years and less than 13 years	39 days pay
Not less than 13 years and less than 14 years	43 days pay
Not less than 14 years and less than 15 years	47 days pay
Not less than 15 years and less than 16 years	51 days pay
Not less than 16 years and less than 17 years	55 days pay
Not less than 17 years and less than 18 years	59 days pay
Not less than 18 years and less than 19 years	63 days pay
Not less than 19 years and less than 20 years	67 days pay
Not less than 20 years and less than 21 years	71 days pay
Not less than 21 years and less than 22 years	75 days pay

Not less than 22 years and less than 23 years	79 days pay
Not less than 23 years and less than 24 years	83 days pay
Not less than 24 years and less than 25 years	87 days pay
Not less than 25 years and less than 26 years	92 days pay
Not less than 26 years and less than 27 years	98 days pay
Not less than 27 years and less than 28 years	104 days pay
Not less than 28 years and less than 29 years	110 days pay
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
<b>NOTE: Days pay is calculated on base salary figures</b>	

**West Coast DHB Clinical Nurse Leaders / Associates CA:**

**21. RETIRING GRATUITIES**

**Note: Clause 21, Retiring Gratuities shall apply to those Employees employed by the Employer prior to 28 February 2001**

- 21.1 For the purposes of establishing eligibility for a gratuity, total board service shall be aggregated, whether this is part-time or whole time, or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility.
- 21.2 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.
- 21.3 Gratuities shall be paid to the spouse or if no surviving spouse, the dependent child (ren) of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.
- 21.4 An Employer will grant half the normal entitlement to those employees resigning after not less than 10 years' service to take up other employment.

- 21.5 The calculation of gratuity entitlement shall be 3 [three] months, [12 working week's] ordinary time, [ T1] payment, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.
- 21.6 An employee who is granted leave without pay and who remains in the service of the West Coast District Health Board, will, on retirement, have such leave aggregated with other service for gratuity purposes.

**South Canterbury DHB Senior Nursing Staff CA:**

**9.0 RETIREMENT GRATUITY**

- 9.1 The employee after completion of 10 years service with South Canterbury District Health Board is entitled to apply for a retirement gratuity as set out in Schedule Two of this Agreement.

**Schedule Two**

Retirement Gratuity Payments

Scale of Maximum Gratuities

Period of 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: Days pay is calculated on base salary figures.

**Otago DHB Clinical Charge Nurses and Clinical Nurse Specialists CA:**

**28.0 RETIRING GRATUITIES**

- 28.1 The following applies only to employees employed by ODHB, who were employed and have remained continuously employed by the employer prior to 1 February 1999.
- 28.2 The employer may pay a retiring gratuity to employees permanently retiring from the workforce who have had no less than 10 years' current continuous service with the same employer.
- 28.3 For the purposes of establishing eligibility for a gratuity, total service as above may be aggregated, whether this be part time or whole time, or a combination of both at different periods.
- 28.4 Where part time service is involved the gratuity should be calculated to reflect this fact. 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.
- 28.5 The calculation shall be based on the base rate of salary or wages.
- 28.6 The gratuity is based on the following scale

<u>Current continuous service</u>	<u>Maximum Gratuity</u>
Not less than 10 years	31 days
Not less than 11 years and less than 26 years	Additional 4 days for each full year of service in excess of 10 years
Not less than 26 years and up to 10 years	Additional 6 days for each full year of service in excess of 25 years to a maximum of 40 years.

Note: These are consecutive rather than working days.

**Otago DHB Duty Coordinators CA:**

**46.0 RETIRING GRATUITIES**

- 46.1 The following applies only to employees employed by the employer prior to 1 February 1999, and who have since remained continuously employed by the employer.



- 46.2 The employer may pay a retiring gratuity to employees permanently retiring from the workforce who have had no less than 10 years' current continuous service with the same employer. The status quo criteria used by each individual employer, in determining whether an employee is granted a gratuity as at 17 December 2001 will continue to be used.
- 46.3 For the purposes of establishing eligibility for a gratuity, total service as above may be aggregated, whether this be part time or whole time, or a combination of both at different periods.
- 46.4 Where part-time service is involved the gratuity should be calculated to reflect this fact. 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.
- 46.5 The calculation shall be based on the base rate of salary or wages.
- 46.6 The gratuity is based on the following scale:

<u>Current continuous service</u>	<u>Maximum Gratuity</u>
Not less than 10 years	31 days
Not less than 11 years and up to 26 years	Additional 4 days for each full year of service in excess of 10 years
Not less than 26 years and up to 40 years	Additional 6 days for each full year of service in excess of 25 years, to a maximum of 40 years.

Note: These are consecutive rather than working days.

**ALLOWANCES**

**The following allowances shall be retained until agreed otherwise:**

- 1. Clinical Supervision Allowance** – (LNI MECA *Additional Terms and Conditions of Employment Taranaki DHB* Clause 10.0) – “An allowance of \$500.00 per annum is payable to a nurse providing clinical supervision within mental health as per the mental health protocols.” This shall be retained for Mental Health employees only.
  
- 2. South Westland Rural Nurse Specialists** – (SI MECA Clause 8.5). “*where a GP vacancy exists and they do not have the support of a GP shall receive an allowance of \$175 per week*”.

**MEMORANDUM OF UNDERSTANDING**

**COMPLETENESS**

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

**MEMORANDUM OF UNDERSTANDING**

**ENROLLED NURSES**

The employer acknowledges that the Enrolled Nurse scope of practice is distinct from that of Registered Nurse and Health Care Assistant / Hospital Aide.

The DHB parties to the MECA undertake to promote the employment of Enrolled Nurses by ensuring that Enrolled Nurse Positions remain a valid and integral part of the Nursing Care team, according to their scope of practice.

**Signed this Day of .**

**AUTHORISED representatives of the EMPLOYEE PARTIES:**

<i>Lesley Harry NZNO Industrial Adviser</i>	<i>Chris Wilson NZNO Industrial Advisor</i>

**AUTHORISED representatives<sup>[JR1]</sup> of the EMPLOYER PARTIES:**

<i>Nick Chamberlain Chief Executive Officer Northland District Health Board</i>	<i>Dale Bramley Chief Executive Officer Waitemata District Health Board</i>
<i>Ailsa Claire Chief Executive Officer Auckland District Health Board</i>	<i>Gloria Johnson (Acting) Chief Executive Officer Counties-Manukau District Health Board</i>
<i>Derek Wright Interim Chief Executive Officer Waikato District Health Board</i>	<i>Helen Mason Chief Executive Officer Bay of Plenty District Health Board</i>
<i>Ron Dunham Chief Executive Officer Lakes District Health Board</i>	<i>Rosemary Clements Chief Executive Officer Taranaki District Health Board</i>
<i>Jim Green Chief Executive Officer Tairāwhiti District Health Board</i>	<i>Kevin Snee Chief Executive Officer Hawke's Bay District Health Board</i>

<i>Russell Simpson Chief Executive Officer Whanganui District Health Board</i>	<i>Kathryn Cook Chief Executive Officer MidCentral District Health Board</i>
<i>Julie Patterson (Interim) Chief Executive Officer Capital &amp; Coast District Health Board</i>	<i>Adri Isbister Chief Executive Officer Wairarapa District Health Board</i>
<i>Dale Oliff (Acting) Chief Executive Officer Hutt Valley District Health Board</i>	<i>Peter Bramley Chief Executive Officer Nelson/Marlborough District Health Board</i>
<i>David Meates Chief Executive Officer Canterbury &amp; West Coast District Health Board</i>	<i>Nigel Trainor Chief Executive Officer South Canterbury District Health Board</i>
<i>Chris Fleming Chief Executive Officer Southern District Health Board</i>	