

**FIRST  
UNION**

Putting Workers First



**HAWKE'S BAY  
DISTRICT HEALTH BOARD**

**SUPPORT SERVICES**

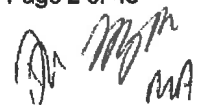
**COLLECTIVE EMPLOYMENT AGREEMENT**

**1 October 2021 – 31 December 2022**

**HAWKE'S BAY DISTRICT HEALTH BOARD**  
**SUPPORT SERVICES COLLECTIVE AGREEMENT**

**CONTENTS**

<b>PART 1: APPLICATION OF AGREEMENT .....</b>	<b>4</b>
1.1 PARTIES.....	4
1.2 COVERAGE.....	4
1.3 VARIATION OF AGREEMENT.....	4
1.4 DEFINITIONS .....	4
<b>PART 2: HOURS OF WORK .....</b>	<b>5</b>
2.1 HOURS OF WORK.....	5
2.2 MEAL PERIODS AND REST BREAKS.....	6
2.3 OVERTIME AND PENAL TIME.....	6
2.4 MINIMUM CALL-BACK PAYMENT .....	7
2.5 MINIMUM BREAK BETWEEN SPELLS OF DUTY .....	7
<b>PART 3: REMUNERATION .....</b>	<b>8</b>
3.1 WAGES.....	8
3.2 GENERAL ALLOWANCES AND PROVISIONS .....	8
<b>PART 4: LEAVE .....</b>	<b>8</b>
4.1 PUBLIC HOLIDAYS.....	8
4.2 ANNUAL LEAVE.....	10
4.3 SICK LEAVE .....	12
4.4 BEREAVEMENT/TANGIHANGA LEAVE .....	14
4.5 PARENTAL LEAVE .....	15
4.6 LONG SERVICE LEAVE .....	17
4.7 JURY SERVICE LEAVE .....	19
<b>PART 5: TRAVEL AND REIMBURSING PROVISIONS .....</b>	<b>19</b>
5.1 TRAVELLING EXPENSES.....	19
<b>PART 6: UNION PROVISIONS.....</b>	<b>20</b>
6.1 DEDUCTION OF UNION FEES .....	20
6.2 EMPLOYMENT RELATIONS EDUCATION LEAVE .....	20
6.3 STOP WORK MEETINGS .....	20
6.4 RIGHT OF ENTRY .....	21
6.5 INDUSTRIAL DEMOCRACY .....	21
6.6 REDUNDANCY .....	22
6.7 TECHNICAL REDUNDANCIES .....	23
6.8 EMPLOYEE PROTECTION PROVISION .....	24
6.9 PASS ON CLAUSE .....	24
<b>PART 7: EMPLOYMENT RELATIONSHIP PROBLEMS.....</b>	<b>24</b>
7.1 DEFINITIONS .....	24
7.2 RAISING EMPLOYMENT RELATIONSHIP PROBLEMS .....	25
7.3 TIME LIMIT ON RAISING A PERSONAL GRIEVANCE .....	25
7.4 MEDIATION .....	25
7.5 EMPLOYMENT RELATIONS AUTHORITY .....	26
<b>PART 8: GENERAL .....</b>	<b>26</b>
8.1 TERMS OF ENGAGEMENT.....	26
8.2 TERMINATION OF EMPLOYMENT .....	26
8.3 ABANDONMENT OF EMPLOYMENT .....	26
8.4 PAYMENT OF WAGES .....	26
8.5 ACCOMMODATION AND AMENITIES.....	27
8.6 MEDICAL AND SURGICAL TREATMENT.....	27
8.7 FIRST AID.....	27
8.8 TECHNOLOGY.....	27



8.9	HEAVY GOODS .....	27
8.10	SEXUAL HARASSMENT.....	27
8.11	PROTECTIVE CLOTHING AND EQUIPMENT.....	28
8.12	CERTIFICATE OF SERVICE .....	28
8.13	SAVINGS.....	29
8.14	TERM OF AGREEMENT .....	29
<b>PART 9:</b>	<b>GARDENERS.....</b>	<b>29</b>
9.1	WAGES.....	29
9.2	GENERAL INDUSTRY PAYMENT.....	30
9.3	SERVICE ALLOWANCE .....	30
9.4	GENERAL PROVISIONS .....	30
<b>PART 10:</b>	<b>STOREPERSONS AND PACKERS .....</b>	<b>30</b>
10.1	WAGES.....	30
10.2	CASUAL WORKERS .....	31
10.3	PART-TIME WORKERS.....	31
10.4	ALLOWANCES.....	31
10.5	HAZARDOUS, DIRTY, OR DUSTY WORK.....	31
<b>PART 11:</b>	<b>DRIVERS.....</b>	<b>31</b>
11.1	WAGES.....	31
11.2	DRIVERS' DUTIES.....	32
11.3	CASUAL WORKERS.....	32
11.4	SERVICE ALLOWANCE .....	32
11.5	GENERAL PROVISIONS .....	33
11.6	ALLOWANCES.....	33
	SIGNING OF AGREEMENT.....	35
	SCHEDULE FOUR.....	36
	SCHEDULE FIVE .....	38
	SCHEDULE SIX .....	40
	SCHEDULE SEVEN.....	41
	SCHEDULE EIGHT .....	42
	SCHEDULE NINE.....	43



Handwritten signatures and initials, including what appears to be 'MA' at the bottom right.

**HAWKE'S BAY DISTRICT HEALTH BOARD**  
**SUPPORT SERVICES COLLECTIVE AGREEMENT**

**PART 1: APPLICATION OF AGREEMENT**

**1.1 PARTIES**

The parties to the Agreement shall be:

- (i) Hawke's Bay District Health Board (hereinafter referred to as "the Employer").
- (iii) The F1RST Union and the Amalgamated Workers Union New Zealand Incorporated

**1.2 COVERAGE**

This agreement shall apply to all members of the Amalgamated Workers Union NZ Inc and the F1RST Union who are employed by the Hawke's Bay District Health Board and its successors in the following positions:

- Storepersons and Packers
- Gardeners
- Drivers

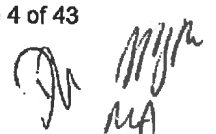
**1.3 VARIATION OF AGREEMENT**

- A. The Employer and employees accept that circumstances may arise during the term of this Agreement that warrant variation of this Agreement with respect to either all employees or any number of employees covered by this Agreement.
- B. Where an individual or group of employees agree with the employer to alternate arrangements, these are to be recorded in writing and signed by the parties to this agreement.

**1.4 DEFINITIONS**

**A. Drivers**

- (i) This Agreement shall apply to drivers of any class of vehicle (other than ambulances) employed as such by the Employee.
- (ii) In this Agreement "driver" means a worker employed in driving a motor vehicle, or implement propelled by any means other than by steam, when such vehicle or implement is engaged in transport, haulage or removal of goods or materials, or passengers or when such vehicle or implement is used in connection with building operation, reclamation, excavation, earthmoving, or work of a like nature.
- (iii) This Agreement shall not apply to workers substantially engaged in other duties for their employer, but who are temporarily engaged at driving:

Handwritten signatures and initials in the bottom right corner of the page.

Provided that if the rate of wages for drivers is higher than that fixed for other such employment they shall be paid the difference between their ordinary employment and the rate of pay as drivers calculated on an hourly basis.

**B. Storepersons and Packers**

- (i) This Agreement shall apply to Storepersons and/or packers employed in any capacity in connection with receiving, storage, dispatch or delivery of goods all or any of which classes of work may be carried out manually or by using power driven cranes, forklift trucks, mechanical loaders or hoists by the Employer. The work of a Storeperson and/or Packer may include documentation and the keeping of stores records necessarily involved in the handling of such goods.
- (ii) This Agreement shall apply only to Storepersons and/or packers who are substantially employed at work defined in sub clause 1.3.B.(i) of this clause, and shall not apply to workers who may be employed occasionally to do such work but the greater part of whose time is devoted to other work in the establishment in which they are employed.
- (iii) This Agreement shall apply to workers packing and/or unpacking containers.

**C. Casual Worker**

For the purposes of this Agreement, a casual worker is defined as a worker employed on an 'as and when required' basis.

**D. Part-Time Worker**

For the purposes of this Agreement, a part-time worker is defined as an employee who is employed for less than the normal 40 hours per week.

**E. Full-Time Worker**

For the purposes of this Agreement, a full-time worker is defined as an employee who works not less than the normal or ordinary hours of work as set out in the hours of work clause (Clause 2.1A).

**F. Normal Hourly Rate of Pay**

The normal hourly rate shall be one two thousand and eightieth part, correct to three decimal places of a dollar of the weekly basic wage rate.

**PART 2: HOURS OF WORK**

**2.1 HOURS OF WORK**

- A. The ordinary hours of work shall not exceed 40 hours per week nor eight hours per day, Monday to Friday inclusive, between the hours of 7.00 am and 6.00 pm.
- B. The day's work shall be continuous from the hour of starting save only for intervals for meals.
- C. In situations where unusual circumstances require adjustments to the hours of work, shifts may be worked as agreed between the Employer and the local Organiser of the appropriate union.

- D. When any Storeperson is required to curtail their ordinary meal period they shall, by agreement, either be granted equivalent time off in lieu or be paid time and a half rates (in addition to their weekly wages) in respect of the time by which such meal period is curtailed.
- E. A minimum of 30 minutes may by agreement be allowed for a meal when overtime is worked for more than one hour after completing the usual shift or day's work.
- F. Five minutes shall be allowed to all workers prior to ceasing work for the day for the purpose of washing their hands.

## **2.2 MEAL PERIODS AND REST BREAKS**

- A. A rest break of 10 minutes shall be allowed each morning and afternoon as time worked. Free tea, coffee, milk, sugar and boiling water shall be supplied during rest periods and meal breaks. Such periods may be staggered if necessary to enable the business of the employer to be carried on. Where it is impractical to supply to drivers tea, coffee, milk and sugar free of charge, an allowance as prescribed in clause 11.6.D shall be paid. This allowance shall continue during all periods of leave except leave without pay.
- B. Not less than half an hour shall be allowed for a meal interval.
- C. No worker shall work more than five hours continuously without an interval of at least half an hour for a meal.
- D. Storepersons and packers employed on overtime for three hours or more shall be allowed to take a rest break of 10 minutes at the end of each two hours interval.
- E. Where a driver is required by the DHB employer to remain in effective charge of the vehicle whilst having their meal, such time shall count as time worked.

## **2.3 OVERTIME AND PENAL TIME**

- A. Except as provided in (B) below, all work done outside or in excess of the hours prescribed in the hours of work clause shall be considered overtime and shall be paid at the rate of time and a half (T 1/2).

A worker who is required to report for work on a Saturday, Sunday or statutory holiday shall be paid a minimum of two hours at the appropriate rate.

- B. Where practicable, notice of the requirement to work overtime shall be given on the previous day.
- C. Overtime shall be computed on a daily basis.
- D. Overtime and penal time shall not be paid in respect of the same hours.
- E. Drivers when required in connection with their employment to be absent from their home town shall be provided with suitable board and lodgings, or in cases where lodging is not required, to be provided with the necessary meals or they shall be paid for by the employer and in addition shall be paid an incidentals allowance set out in clause 11.6.E for incidental expenses.

Handwritten signatures and initials, including 'JA', 'MA', and 'NA'.

## **2.4 MINIMUM CALL-BACK PAYMENT**

- A. An employee shall be paid for a minimum of two hours, or for actual working and travelling times, whichever is the greater, at the appropriate rate, when the employee:
- (i) is called back to work after:
    - completing the day's work or shift; and
    - having left the place of employment; or
  - (ii) is called back before the normal time of starting work; 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.

## **2.5 MINIMUM BREAK BETWEEN SPELLS OF DUTY**

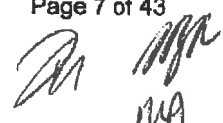
- A. A break of at least nine continuous hours must be provided wherever possible between any two periods of duty of a full shift or more. Provided that for the purposes of this clause one single emergency call-out of one hours duration or less shall be deemed not to interrupt the continuity of the nine hour break off duty.

- B. Period of a full shift or more include:

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

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

- C. If a break of at least nine continuous hours cannot be provided between periods of qualifying duty, the duty is to be regarded as continuous until a break of at least nine continuous hours is taken, and 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.

Handwritten signatures and initials in the bottom right corner of the page.

- D. 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 than they would otherwise have received.
- E. Time spent off duty during ordinary hours solely to obtain a nine hour break shall be paid at ordinary time rates. Any absence after the ninth continuous hour of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.

**NOTE:** 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.

### **PART 3: REMUNERATION**

#### **3.1 WAGES**

Wage and salary rates are contained in the following clauses to this Agreement:

- |                            |           |
|----------------------------|-----------|
| ▪ Gardeners                | Clause 9  |
| ▪ Storepersons and packers | Clause 10 |
| ▪ Drivers                  | Clause 11 |

#### **3.2 GENERAL ALLOWANCES AND PROVISIONS**

General Allowances, including service payments, industry allowances, call back payments allowances for meals, special types of work and general provisions are contained in the following schedules to this Agreement:

- |                            |           |
|----------------------------|-----------|
| ▪ Gardeners                | Clause 9  |
| ▪ Storepersons and packers | Clause 10 |
| ▪ Drivers                  | Clause 11 |


### **PART 4: LEAVE**

#### **4.1 PUBLIC HOLIDAYS**

For all employees, the following conditions shall apply for the Public holidays.

The following days shall be observed as public holidays:

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





A. 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:

- (i) 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.
- (ii) 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 4.1D below.

- (iii) 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.
- B. 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.
- C. 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 2.3A) and they shall be granted an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.
- D. 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 4.1C above 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.
- E. 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 4.1C above 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.
- F. 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.

G. 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.

H. Off duty day upon which the employee does not work:

**(i) 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.

**(ii) 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.

I. Public holidays falling during leave:

**(i) 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.

**(ii) 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.

**(iii) 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.

**4.2 ANNUAL LEAVE**

- A.
  - (i) Annual holidays shall be allowed in accordance with the provisions of the Holidays Act 2003.
  - (ii) Any legislative changes to the Holidays Act 2003 made during the term of this Agreement shall not reduce the employee's entitlement.
- B. The parties agree that Employees are entitled to 5 weeks leave after 5 years continuous service.
- C. For the purpose of this clause, the service of an employee shall be deemed to comprise all periods of employment with this organisation and its predecessors.

Handwritten signatures and initials in the bottom right corner of the page.

- D. An employee who was employed as at May 1994, and whose service has been continuous since that date shall continue to have their service recognised in accordance with the provision set out in Schedule Four.
- E. Shift workers who work alternating shifts may qualify for additional leave according to the number of shift changes occurring during the year provided that any change from one shift to another where the span of both shifts occur wholly between the hours of 6.00 am and 6.00 pm will not qualify for extra leave.
- (i) Where the roster requires the shift worker to change as frequently as every week or less frequently (e.g. every two weeks), the following pro rata scale will apply:

Shift Changes each year	Number of days additional per annum
40 changes and over	5
32-39 changes and over	4
24-31 changes and over	3
16-23 changes and over	2
8-15 changes and over	1

- (ii) Where the roster requires the shift worker to change more frequently than every week i.e. every day or every other day, etc the following pro rata scale will apply:

Number of weeks in leave year employed on such rosters	Number of days additional leave per annum
40 weeks and over	5
32-39 weeks	4
24-31 weeks	3
16-23 weeks	2
8-15 weeks	1

Provided that, where circumstances require (D)(i) and (ii) shall be applied accumulatively but not concurrently in respect of a single leave year.

- F. Shift workers who work ordinary hours of work which regularly commence up to three hours prior to 6.00am or finish up to three hours later than 6.00pm may also be considered for additional leave. The amount of leave will have regard to the following pro rata scale:

Number of weeks on "early" or "late" duties each year	Hours outside 6.00am or 6.00pm	Extra leave per annum
40 or more weeks	Two hours up to three hours	5 days
	One hour up to two hours	4 days
30 - 39 weeks	Two hours up to three hours	4 days
	One hour up to two hours	3 days
20 - 29 weeks	Two hours up to three hours	3 days
	One hour up to two hours	2 days
15 - 19 weeks	Two hours up to three hours	2 days
	One hour up to two hours	1 day

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

- H. 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 4.5 of this Agreement.

#### 4.3 SICK LEAVE

The entitlements of this clause are not intended to be in addition to the Special/Sick Leave provisions of the Holidays Act 2003

- A. On appointment to HBDHB an employee shall be entitled to ten (10) working days paid sick leave for the first 12 months of employment. For each subsequent 12 months they shall be entitled to a further ten working days, in accordance with the Holidays Act.
- B. Notwithstanding (A) above, any employee who was employed by the employer prior to 3 February 1993 shall have their sick leave calculated on the following basis. The employee shall be entitled to the balance of sick leave on ordinary pay (T1) that the employee was entitled to as at date of settlement as determined from the table below.

#### C. Schedule of Entitlement

Length of Service	Total Period of Sick Leave With Ordinary Pay During Whole Length of Service
Up to three months service	7 days
Over three months and up to six Months service	14 days, inclusive of days previously allowed
Over six months and up to nine Months service	31 days, inclusive of days previously allowed
Over nine months and up to five years Service	46 days, inclusive of days previously allowed
Over five years and up to ten years' Service	92 days, inclusive of days previously allowed
Over ten years and up to 20 years' Service	183 days, inclusive of days previously allowed
Over 20 years and up to 30 years' Service	275 days, inclusive of days previously allowed
Over 30 years' service	365 days, inclusive of days previously allowed

- (i) If the employees sick leave entitlement is exhausted under Schedule (D) before the expiry of the appropriate period of service, (e.g.: over five years and up to 10 years), the employee is entitled to up to five days sick leave on pay

per year as provided for by the Holidays Act. Any leave taken under this provision cannot be accumulated.

- (ii) Once the employee has completed a single period of service in Schedule (D) (e.g.: over five years and up to 10 years), the sick leave on pay provisions in Clause (A) shall apply.
  - (iii) Any sick leave entitlement under Schedule (D) remaining after the completion of the relevant period of service shall be accumulated.
  - (iv) Sick leave under Schedule (D) shall be accumulated but may not be anticipated.
- E. Where an employee's sick leave entitlement is exhausted for any 12 month period, the employer shall approve the anticipation of up to four days paid sick leave from the employees next ensuing 12 month period entitlement. Where the employee has anticipated sick leave, the necessary adjustment will be made to the employees final pay should the employees employment be terminated before the next sick leave entitlement falls due.
- F. Sick leave not used in the year in which it is granted may be accumulated for use in subsequent years.
- G. An employee will produce a medical certificate or other evidence of illness for themselves or the member of their household, if required to do so by the employer.
- H. Discretionary powers of the Employer to grant leave in excess of the above prescribed limits:
- (i) Where an employee is suffering from a minor illness which could have a detrimental effect on the patients in the Employer's care, the Employer may, at their discretion, either:
    - place the employee on suitable alternative duties; or
    - direct the employee to take leave on full pay for not more than eight days in any one year, in addition to the normal entitlement to sick leave.
- I. **Sickness at Home**
- (i) The Employer may grant an employee leave on pay as a charge against sick leave entitlement when the employee must stay at home to attend to a member of the household who through illness becomes dependent on the employee. This person would in most cases be the employee's child or partner but may be another member of the employee's family or household.
  - (ii) Approval is not to be given for absences during or in connection with the birth of an employee's child. Such a situation should be covered by annual leave or parental leave.
  - (iii) The production of a medical certificate or other evidence of illness may be required.
- J. **Sick Leave in Relation to Annual and Long Service Leave**
- (i) When sickness occurs during annual or long service leave the Employer shall permit the period of sickness to be debited against sick leave entitlement,

Handwritten signatures and initials, including 'DR', 'MA', and 'MA'.

except where the sickness occurs during leave following relinquishment of office, provided:

- the period of sickness is more than three days;
  - a medical certificate is produced, showing the nature and duration of the illness.
- (ii) In cases where the period of sickness extended beyond the approved period of annual or long service leave, approval shall also be given to debiting the portion which occurred within the annual or long service leave period again sick leave entitlement if the total continuous period of sickness exceeds three days.
- (iii) Annual or long service leave may not be split to allow periods of illness of three days or less to be taken as sick leave.

**K. Sick Leave for Part-Time Employees**

- (i) Part-time employees are entitled to the full sick leave entitlement (in days).
- (ii) When they are absent due to sickness they are to be paid at ordinary base rates (T1 rate only) for the hours they would have worked.
- (iii) Their sick leave balance should be reduced by deducting the first working day lost, and the last working day lost.

**4.4 BEREAVEMENT/TANGIHANGA LEAVE**

- A. Stillborn leave clause
- B. The Employer shall approve bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). The length of time off shall be at the discretion of the Employer.
- C. If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of (A) above. This provision will not apply if the employee is on leave without pay.

**Rates of Payment**

Immediate family:

Up to and including the first 3 days at relevant daily pay rate. Where it is agreed more than 3 days can be taken, payment is at T1 ordinary pay.

Close association:

The first day is at relevant daily pay rate. Where it is agreed more than 1 day can be taken, payment is at T1 ordinary pay.

#### 4.5 PARENTAL LEAVE

A. 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 as job protection.

B. Parental leave is leave without pay.

C. Entitlement and Eligibility

Provided that the employee assumes or intends to assume the care of the child born to or adopted by them or their partner, the entitlement to parental leave is:

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

- D. (i) Parental leave of up to 12 months is to be granted to employees with at least one year's service at the time of commencing leave.
- (ii) 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 District Health Board.
- (iii) 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 only one or both partners are employed by the District Health Board.

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

- F. 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 certifying the expected date of delivery. The provision may be waived in the case of adoption.

- G. 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.

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

I. Job Protection

(i) Subject to (J) 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:

- at the equivalent salary, grading;
- weekly hours of duty;
- in the same location or other location within reasonable commuting distance; and
- involving responsibilities broadly comparable to those exercised in the previous position.

(ii) Where applicable, employees shall continue to be awarded increments when their incremental date falls during absence on parental leave.

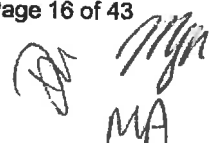
J. (i) The Employer must, as a first preference, hold the employee's position open or fill it temporarily until the employee's return from parental leave. In the event that the employee's position is a "key position" (as defined in Paid Parental Leave and Employment Protection Amendment Act 2002), the Employer may fill the position on a permanent basis.

(ii) 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 (I)(i) above) is not available, the Employer may approve one of the following options:

- (a) 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
- (b) 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 (j)(ii)(a) above for up to 12 months; or
- (c) 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 (J)(ii)(a) 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 (J)(ii)(a), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or

- (d) where extended parental leave in terms of (J)(ii)(a) above expires, and no similar position is available for the employee, the employee shall be declared surplus under the Industrial Democracy clause of this Agreement.





- K. If the employee declines the offer of appointment to the same or similar position in terms of sub-clause (I)(I) above, parental leave shall cease.
- L. Where, for reasons pertaining to the pregnancy, an employee on medical advice and with the consent of the Employer, elects to work reduced hours at any time prior to confinement, then the guaranteed proportion of full-time employment after maternity leave shall be the same as that immediately prior to such enforced reduction in hours.
- M. Paid Parental Leave – Where an employee takes parental leave under this clause, meets the eligibility criteria in 4.5 C (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full-time) for a period of up to 14 weeks.

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

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

Employees who commence parental leave prior to 1 April 2012, shall retain their entitlement, if any, to the previous parental leave payment in place of the above arrangements.

- (v) 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.

#### 4.6 LONG SERVICE LEAVE

##### A. Eligibility

- (i) Employees who have completed 20 years continuous service with this Organisation and its predecessors may be granted a once only four weeks longservice leave.
- (ii) Continuous service is defined as not less than six months continuous service with this Organisation and its predecessors.
- (iii) An employee who was employed at 9 May 1994 and is still employed shall continue to have their service recognised in accordance with the provisions set out in Schedule 5.
- (iv) Continuous service may be broken by periods of up to three months but any break in service of longer than three months SHALL debar an employee from counting the service prior to that break towards the qualifying period for long service leave.
- (v) Leave without pay in excess of three months (including sick leave without pay) taken on any one occasion cannot be included in the 20 year qualifying period

e.g. an employee who has had in aggregate a year's leave without pay will not qualify for long service leave until 21 years of qualifying service.

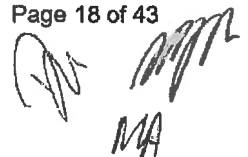
**B. Procedures For Taking Long Service Leave**

- (i) Long service leave may be taken in one period and should an employee be recalled from leave because of an emergency they are entitled to resume leave after the emergency.
- (ii) Except as provided below long service leave should be taken within five years of qualification and before relinquishment of office or it will be forfeited.
  - (a) Employees who are within two years of retirement when they qualify may, at the discretion of the Employer be paid salary for four weeks' leave at the time of retirement.
  - (b) Employees who are aged 60 or more and who give notice of resignation may, at the discretion of the Employer, be paid salary for four weeks' leave at the time of their resignation.
  - (c) Employers may pay salary for four weeks' leave to an employee who retires medically unfit after qualifying for long service leave, but before taking or forfeiting it under these rules.
  - (d) Employees who have qualified for, but not taken long service leave may, when resigning from a board and commencing employment with another, transfer the long service leave. The leave must however be taken within five years of qualification.
- (iii) Payment for long service leave is to be on the same basis of average earnings as applies with annual leave. Average earnings are to be assessed on the basis of the calculation year preceding the leave, and paid out at the commencement of the leave.
- (iv) Allowances and other payments which continue during annual leave SHALL be payable during long service leave.
- (v) Where a public holiday or substituted succeeding day falls during a period of long service leave, the employee is entitled to the holiday which is not to be debited against such leave.
- (vi) Reduced hours or part-time workers are to receive a pro rata reduction of pay, during long service leave.

**C. Deceased Employees**

The Employer may approve a cash payment equivalent to four weeks' salary to the widow, widower or if no surviving spouse exists, to dependent child(ren) or the estate of a deceased employee who had qualified for long service leave but who had neither taken nor forfeited it under these rules.

This payment will be in addition to any grant made under the Retirement Gratuity Provisions specified in this Agreement.

Handwritten signatures and initials in the bottom right corner of the page.

#### **4.7 JURY SERVICE LEAVE**

- A. 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.
- B. 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).
- C. 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 and may retain expenses.
- D. 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.

### **PART 5: TRAVEL AND REIMBURSING PROVISIONS**

#### **5.1 TRAVELLING EXPENSES**

##### **A. Place of Employment**

Where a worker is required to work temporarily at a place other than their ordinary place of employment, and is thereby put to expense travelling to and from work greater than that which is incurred when working at the ordinary place of employment, the employer shall reimburse him/her for such extra expense. If the time occupied in travelling to such place is longer than to their ordinary place of employment, then such excess time shall count as time worked and be paid for at ordinary or overtime rates as appropriate.

##### **B. Own Vehicle Use**

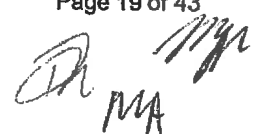
Where a worker is required by the employer to use their own vehicle, and provided the worker is willing, the worker shall be reimbursed at IRD rates in accordance with the actual and reasonable costs as agreed between the employer and the employee. The worker shall be responsible for arranging vehicle insurance.

##### **C. Ancillary Costs**

Where a worker is employed as a driver, the employer shall reimburse the driver for the cost of their driving license, and the cost of providing a medical certificate.

##### **D. Transfer**

Where a driver is required by the employer to transfer from one town to another, the employer shall pay the driver's travel fare and ordinary removal expenses to the place where the worker is transferred.

Handwritten signatures and initials in the bottom right corner of the page.

## **PART 6: UNION PROVISIONS**

### **6.1 DEDUCTION OF UNION FEES**

Subject to the provisions of the Wages Protection Act 1983, the employer shall deduct union dues for employees covered by this Agreement when authorised in writing by those employees, and shall submit them to the appropriate union at regular intervals. The frequency of deductions and remittance shall be determined by agreement between the appropriate union and the employer. The employer shall not be responsible for any non-deduction through absenteeism or arrears.

### **6.2 EMPLOYMENT RELATIONS EDUCATION LEAVE**

- A. Employment Relations Education Leave is allocated by the union based on the provisions in the Employment Relations Act 2000.
- B. The leave and the time of the leave must be approved by the employer and that approval shall not be unreasonably withheld.
- C. The unions shall provide the Employer with a list of participants.
- D. The request must be made at least 14 days before the leave is to be taken.
- E. Further information and legislative requirements are detailed in the Employment Relations Act 2000.

### **6.3 STOP WORK MEETINGS**

- A. Subject to subsections (B) to (C) of this section, the employer shall allow every union member employed by the employer to attend, on ordinary pay at least two union meetings (each of a maximum of two hours' duration) in each year (being the period beginning on the first day of January and ending on the following 31st day of December).
- B. The union shall give the employer at least fourteen days' notice of the date and time of any union meeting to which subsection (A) of this section is to apply.
- C. 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, arrangements for sufficient union members to remain available during the meeting to enable the employer's operation to continue.
- D. 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.
- E. Only union members who actually attend a union meeting 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.

Handwritten signatures and initials in the bottom right corner of the page.

#### 6.4 RIGHT OF ENTRY

The Secretary or other authorised officer of the union of workers shall, with the consent of the employer (which consent shall not be unreasonable withheld), be entitled to enter at all reasonable times upon the premises or works for the purposes of interviewing any members or enforcing this Agreement, including access to wages and time records, but not so as to interfere unreasonably with the employers business.

#### 6.5 INDUSTRIAL DEMOCRACY

A. (i) The parties to this Collective Agreement accept that change in the Organisation is necessary in order to ensure the efficient and effective delivery of health services.

(ii) The parties to this Collective Agreement recognise that they have a mutual interest in ensuring that health services are provided efficiently and effectively, and that each has a contribution to make in this regard. The involvement of the employee should contribute to:

- improved decision-making
- greater co-operation between union and employer
- a more harmonious, effective, efficient, safe and productive workplace

therefore the employer agrees to the following provisions for consultation, recognition of delegates and access to facilities.

(iii) The employer accepts that union delegates are the recognised channel of communication between the union and the employer in the workplace.

Accordingly paid time off shall be allowed for recognised union delegates to attend meetings approved by Board management to consult and discuss those issues addressed in the protocol, specifically, management of change, staff surplus, and options for resolving staff surplus. The amount of time off and facilities provided shall be sufficient to enable full consideration of the issues contained herein.

B. In accordance with the principles contained in (A)(i) and (A)(ii) above, the employer agrees that the union will be advised of any review (prior to the commencement) which may result in significant changes to either the structure, staffing or work practises affecting employees, and will provide the union with an opportunity to be involved in the review. When the Implementation of decisions arising from any such reviews will result in staff surpluses the procedures below shall be adopted.

C. (i) When as a result of the restructuring of the whole, or any parts, of the employer's operations; either due to the reorganisation, review of work method, change in plant (or like cause), and at the conclusion of the processes described in clause (B) above, 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 paragraph (E) below shall be invoked and negotiated on a case by case basis between the union and the employer.



- (ii) The employer will advise the union at least one month prior to the date that notice is required to be given to the employee whose position is required to be discharged. This date may be varied by agreement between the parties. During this period, the union and the employer will meet to reach agreement on the options appropriate to the circumstances. Where employees are to be relocated, at least three months' notice shall be given to employees, provided that in any situation, a lesser period of notice may be mutually agreed between the union and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

D. The following information shall be made available to the union:

- (i) the location/s of proposed surplus
- (ii) the total number of proposed surplus employees
- (iii) the date by which the surplus needs to be discharged
- (iv) the positions, grading, names and ages of the affected employees.

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

E. **Options**

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

- (i) Reconfirmed in position/reassignment
- (ii) Attrition
- (iii) Redeployment
- (iv) Leave without pay
- (v) Enhanced early retirement
- (vi) Retraining
- (vii) Severance.

Details of each option will be negotiated on a case by case basis.

## 6.6 REDUNDANCY

A. Payment will be made in accordance with the following:

- (i) Service for the purposes of this sub-clause means total aggregated service with this Organisation and its predecessors.
- (ii) An employee who was employed as at 9 May 1994 and is still employed shall continue to have their service recognised in accordance with the provisions set out in Schedule Four.

- (iii) 8.33 per cent of basic salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment is regardless of length of service but shall not be made when the required notice is given; and
- (iv) 12 per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and
- (v) 4 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
- (vi) where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

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

- (vii) Outstanding annual leave and long service leave may be separately cashed up.
- (viii) Job search - The employer should assist surplus staff to find alternative employment by allowing them a reasonable amount of time off work to attend job interviews without loss of pay. This is subject to the employer being notified of the time and location of the interview before the employee is released to attend it.
- (ix) Nothing in this agreement shall require the employer to pay compensation for redundancy where as a result of restructuring, and following consultation, the employee's position is disestablished and the employee declines an offer of employment that is on terms that are:
  - the same as, or no less favourable, than the employee's conditions of employment; and
  - in the same capacity as that in which the employee was employed by the employer, or
  - in any capacity in which the employee is willing to accept

## 6.7 6.8 TECHNICAL REDUNDANCIES

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.
- D. With the object of maintaining a harmonious industrial relations environment all parties to this Agreement agree that where the Employer calls tenders for the Agreement out of any area of work performed by employee's employed under the provisions of this Collective Agreement, the Employer shall give to employees and their union, where appointed, one calendar months' notice in writing, of the employer's intention to call tenders for the Agreement out of work covered by this Collective Agreement.

#### **6.8 6.7 EMPLOYEE PROTECTION PROVISION**

In the event the HBDHB proposes to sell or otherwise restructure part or all the employer's business so that employees' work is to be performed by a new employer, the employer shall at the earliest possible opportunity:

- Consult with the union regarding restructuring as it affects employees,
- Agree, on a process to consult with employees regarding the restructure.

The HBDHB shall use its best endeavours to negotiate with the:

- new employer terms enabling the employees to opt to transfer
- employment to the new employer on the same or not less
- favourable terms and conditions of employment

In the event the new employer offers an employee employment, clause 6.7 Technical Redundancies of the collective agreement shall apply.

If the event the new employer does not offer an employee employment clause 6.5 Industrial Democracy of the collective agreement shall apply.

#### **6.9 PASS ON CLAUSE**

Three Months with no provision to backdate

### **PART 7: EMPLOYMENT RELATIONSHIP PROBLEMS**

#### **7.1 DEFINITIONS**

- A. An "employment relationship" problem includes:
- (i) A personal grievance
  - (ii) A dispute



- (iii) 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.

- B. A "personal grievance" means a claim that an employee:

- (i) Has been unjustifiably dismissed
- (ii) Has had their employment, or their conditions of employment affected to their disadvantage by some unjustifiable action by the employer
- (iii) Has been discriminated against in their employment
- (iv) Has been sexually harassed in their employment
- (vi) Has been subject to duress in relationship to union membership

**NOTE:** The terms used in this clause have precise legal meanings which are set out in detail in the Employment Relations Act. Employees who believe they have a personal grievance should seek the advice of the relevant union by approaching their delegate or organiser first.

- C. A "dispute" is a disagreement over the interpretation or application of an employment agreement.

## 7.2 RAISING EMPLOYMENT RELATIONSHIP PROBLEMS

- A. An employment relationship problem should be raised and discussed with employee's supervisor or manager as soon as possible.
- B. The employee is entitled to seek advice and assistance from their union representative/delegate in raising and discussing the problem.
- C. The employee, employer and relevant union will endeavour in good faith to resolve the problem without the need for further intervention.
- D. If the employee and or representative wishes to raise the employment relationship problem with the employer in writing or the matter is not resolved when the employee raises the problem with the employer, the employee should submit to the employer written notice of the personal grievance, dispute or problem covering the following points:-
  - (i) details of their grievance, dispute or problem; and
  - (ii) why they feel aggrieved
  - (iii) what solution they seek to resolve the grievance, dispute or problem

## 7.3 TIME LIMIT ON RAISING A PERSONAL GRIEVANCE

An employee who believes they have a personal grievance must make the employer aware of the grievance within 90 days of the grievance arising (or of the employee becoming aware that they have a grievance).

## 7.4 MEDIATION

- A. If the problem is not resolved by discussion, any party may (without undue delay) seek the assistance of the mediation services provided by the Department of Labour.

- B. All parties must co-operate in good faith with the Mediator in a further effort to resolve the problem.
- C. Mediation is confidential and, if it does not resolve the problem, is without prejudice to the parties positions.
- D. Any settlement of the problem signed by the Mediator will be final and binding.

#### **7.5 EMPLOYMENT RELATIONS AUTHORITY**

If the problem is not resolved by mediation, it may be referred to the Employment Relations Authority for investigation and determination.

**Note:** The powers of the Employment Relations Authority, and the remedies it may award, are set out in detail in the Employment Relations Act 2000. The Union party to this agreement can advise and assist further on these procedures.

### **PART 8: GENERAL**

#### **8.1 TERMS OF ENGAGEMENT**

Unless otherwise specified, the engagement shall be deemed to be a weekly engagement and no deduction shall be made from the wages of any employee unless on account of the accident, default, or sickness of the worker, or except as provided in the Payment of Wages clause.

#### **8.2 TERMINATION OF EMPLOYMENT**

Within the first week of employment one hour's notice of the termination of the employment shall be given by either party, and thereafter not less than one week's notice shall be given by either party wishing to terminate the engagement. Where the required notice is not given the person improperly terminating the service shall pay or forfeit an amount equal to one hour's wages or one week's wages as the case may be. Except in the case of summary dismissal for misconduct and subject to the requisite notice of termination being given, all wages and holiday pay due shall be paid on the termination of employment.

#### **8.3 ABANDONMENT OF EMPLOYMENT**

Where an employee absents themselves from work for a continuous period exceeding five working days without the knowledge of or notification to the employer, the employee shall be deemed to have terminated the employment.

#### **8.4 PAYMENT OF WAGES**

- A. All wages, including overtime, shall be paid weekly or fortnightly before the ordinary hours of ceasing work on Thursday: Provided that where a holiday falls on a Friday, wages shall be paid not later than Wednesday. Where the worker and the employer agree, wages may be paid by direct credit transfer.
- B. The employer shall supply with payment to each worker a statement detailing wages, overtime, and all deductions therefrom including the amount of holiday pay as a separate item in the wage statement.

Handwritten signatures and initials in the bottom right corner of the page.

- C. Notwithstanding any provision contained in this Agreement, an employer may pay the amount of wages due to any worker to the nearest dollar above the precise calculation: Provided that the difference between the precise calculation and the nearest dollar payment above that calculation is carried forward as a deduction into the following pay calculation.

#### **8.5 ACCOMMODATION AND AMENITIES**

- A. The employer shall provide a suitable and adequate dining room.
- B. Suitable toilet accommodation with hand washing facilities, and an adequate supply of soap, hot water and towels shall be provided for all workers.
- C. A suitable cloakroom shall be provided. Where practicable, suitable lockers shall be provided for the use of workers.
- D. All accommodation for workers shall be kept in a clean and sanitary condition by the employer, and workers shall co-operate in this respect.

#### **8.6 MEDICAL AND SURGICAL TREATMENT**

Every worker under this Agreement shall be entitled to medical and surgical treatment as provided for in the general by-laws and regulations of the employing Board or in accordance with the established practice for the treatment of staff in the institution where the worker is employed.

#### **8.7 FIRST AID**

A modern first aid emergency kit shall be kept by the employer in a convenient and accessible place in every normal place of work. A first aid emergency kit shall be attached to each vehicle.

An employee who holds a current Red Cross or St John Ambulance Association First Aid Certificate and is designated as a first aid attendant shall be paid an allowance of, \$7.52 per week.

#### **8.8 TECHNOLOGY**

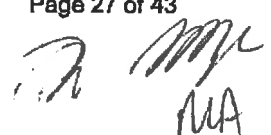
When the employer has decided to introduce new technology, the employer concerned shall consult fully with affected employees covered by this Agreement and the representative of the appropriate union.

#### **8.9 HEAVY GOODS**

No worker shall be required to lift, carry or move any load so heavy as to be likely to cause injury.

#### **8.10 HARASSMENT**

The parties to this Agreement acknowledge that any form of harassment is unacceptable and will not be condoned and that disciplinary action may be taken against any employee of the board

Handwritten signatures and initials, including what appears to be 'MA' and 'NA'.

found guilty of sexual harassment in the workplace. Attention is drawn to clause 108 of the Employment Relations Act 2000.

#### **8.11 SAFETY AND WELLBEING**

Hawke's Bay District Health Board wishes to provide a healthy family-friendly workplace and develop a relationship with staff that is holistic. This is a dynamic and developing relationship that will be the subject of ongoing discussion.

Time off for rest, sport, recreation, family/whanau, involvement in community/iwi groups, etc is vital for minimising stress, which enhances work performance. Taking annual leave is important and the team leader needs to ensure that employees are able to, and encouraged to take leave owing, and to ensure that the workloads are creatively and effectively managed while employees are on leave.

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 of the District Health Board.

#### **8.12 PROTECTIVE CLOTHING AND EQUIPMENT**

- A. Failure to use suitable protective clothing and equipment when issued pursuant to this Agreement shall constitute serious misconduct and render a worker liable to disciplinary procedures. All items provided remain the property of the employer.
- B. In designated noise hazard areas suitable ear protection shall be provided for workers in accordance with standards specified by the Department of Labour. A worker who is required to work regularly in a designated noise hazard area shall undergo audiometric tests annually, at the employer's expense for so long as the worker continues to be employed in such an area. All testing shall be undertaken during normal working hours.
- C.
  - (i) Where, because of the nature of the work being performed, gumboots are required, such shall be supplied by the employer. Such gumboots shall be replaced by the employer when worn out or unserviceable upon production of the previous issue. Should a worker's employment terminate within one week of the issue of gumboots they shall retain the gumboots but the employer shall be entitled to deduct from wages due 90% of the cost of the gumboots; within two weeks of issue, 80% of the cost; within three weeks of issue, 70% of the cost; and within three months of issue, 50% of the cost.
  - (ii) Where the nature of the work requires such provision, the employer shall supply one pair of safety footwear which shall be worn whilst so employed. Such footwear shall be replaced by the employer when worn out upon production of the footwear. An employee who leaves the employment of the employer within 12 months of issue shall be required to refund a proportion of the cost of the safety footwear based on 1/12th of the cost for each month falling short of the 12 months.
- D. Where the nature of the work requires such provision, workers shall be provided with two pairs of overalls or dustcoats which shall be laundered and maintained by the employer. The overalls or dustcoats shall be replaced when worn out or unserviceable upon production of previous issue. Where an employee is required to wear a uniform, this shall be supplied and laundered at the Board's expense. Where a worker fails to



return issues of protective clothing upon termination of service, the employer may deduct the value of such clothing subject to allowance for fair wear and tear.

- E. Suitable wet weather clothing shall be provided where the nature of the work requires it.
- F. Suitable gloves and aprons shall be provided for workers engaged in handling foul, septic, contagious, or infectious materials, or where a worker is required to handle washing powders, detergents or cleansing chemicals.
- G. Whilst a worker is handling material covered with grease, bitumen or any similar substance of such nature that it is transferred to the hands of the worker, they shall be provided with gloves.

#### **8.13 CERTIFICATE OF SERVICE**

Each worker on leaving or being discharged from their employment shall be given, on request, within 24 hours thereafter a certificate of service in writing stating the position held and the length of service.

#### **8.14 SAVINGS**

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

#### **8.15 TERM OF AGREEMENT**

This Agreement shall come into force on the 1 January 2019 and shall continue in force until the 20 June 2021.

### **PART 9: GARDENERS**

Provisions relating specifically to Gardeners, Drivers and Maintenance.

#### **9.1 WAGES**

- A. The following shall be the minimum rates of wages:

	4 February 2019	1 December 2020	1 October 2021
Head Gardener	\$24.65	\$25.39	\$25.97
Gardener/Driver/Maintenance - Wairoa	\$22.21	\$22.87	\$23.45
Gardener/Driver – Wairoa	\$21.05	\$21.67	\$22.25
Gardener	\$21.05	\$21.67	\$22.25

- B. A Head Gardener is a worker engaged as such or appointed to control the work of other employees.

- C. Holders of the following qualifications shall receive the following payments where the qualifications are relevant to the work they are performing and they meet the criteria set out:

	Per hours from 16 Jan 2017	Per hour from 31 July 2017
National Certificate in Horticulture – Level 3	\$0.30	\$0.31
National Certificate in Horticulture – Level 4	\$0.65	\$0.66
National Certificate in Horticulture Advanced – Level 4	\$1.30	\$1.33
Diploma in Horticulture – Level 5 New Zealand Certificate in Horticultural Services – Level 5	\$1.95	\$1.99

- D. For the calculation of overtime the rates in clause A will be divisible by 2080.  
Allowances in clause C will form part of the calculation for overtime, at the application rate.

- E. Meal Money (as prescribed in clause 2.3: Overtime and Penal Time) - \$10.92 from 31 July 2017.

## **PART 10: STOREPERSONS AND PACKERS**

Provisions relating specifically to Store persons and Packers as defined in clause 1.3(b) of this Agreement.

### **10.1 WAGES**

- A. The following rates of wages shall be paid:

Storeperson:

Grade	4 Feb 2019	30 Mar 2020	30 Nov 2020 Pay Equity Interim Adjustment	29 Mar 2021 Includes Pay Equity Interim Adjustment	1 Oct 2021
4	\$22.70	\$24.08	\$25.28	\$26.78	\$27.36
3	\$21.61	\$22.92	\$24.12	\$25.54	\$26.12
2	\$20.40	\$21.63	\$22.83	\$24.18	\$24.76
1	\$18.60	\$19.70	\$20.90	\$22.10	\$22.68

#### **10.1.1 Progression**

- Employees who successfully achieve a relevant qualification as attested by their NZQA record of learning, and who have less than 12 months service or relevant experience, will remain on their current grade.
- The date for "achieving" a qualification for the purposes of this Agreement will be the date recorded on the employee's NZQA record of learning.
- The employer must take all reasonably practicable steps to ensure the employee is able to attain a Level 3 NZQA qualification within the first 12 months of the employee's continuous employment with the employer, and a Level 4 NZQA qualification within the first 2 years of the employee's continuous employment with the employer.
- All reasonably practicable steps shall include the employer paying for the cost of the qualifications and implementation.

### **B. Definitions**

For the purposes of the agreement the following definitions apply:

- Store person – an employee engaged in any capacity in connection with receiving, storage, dispatch or delivery of goods all or any of which classes of work may be carried out manually or by using power driven cranes etc (see definition 1.4.B (i).)

### **C. Higher Duties**

A higher duties allowance shall be paid to an employee who is substantially performing the duties and carrying out the responsibilities of a position of a higher grade, than the employee's own. The allowance shall be the difference between the employee's ordinary rate and the rate for the classification of work temporarily undertaken.

In order to qualify for the allowance the employee must undertake the higher duties for more than five consecutive days.

The allowance will be computed on an hourly basis and shall count in the calculation of overtime.

- D. Meal Money (as prescribed in clause 2.3: Overtime and Penal Time) – \$10.92 from 31 July 2017.

## 10.2 CASUAL WORKERS

Workers employed for less than one week shall be deemed to be casuals and shall be paid not less than the equivalent hourly rate plus 10 per cent, as prescribed in the wages clause of this schedule.

When casual labour is employed, a minimum of four hours shall be paid.

## 10.3 PART-TIME WORKERS

- A. Where the employer does not regularly require the services of a worker for the full period of 40 hours per week or such other number of ordinary hours as is normally worked in the particular establishment, they shall pay such worker pro rata the appropriate scale of salary plus 10 per cent.
- B. Where a worker is unable to accept full-time employment, the employer shall pay pro rata the appropriate scale salary.
- C. These provisions shall not be used for the purposes of reducing the hours of work or the earnings of any worker.

## PART 11: DRIVERS

Provisions relating specifically to Drivers as defined in clause 1.3.A of this Agreement.

### 11.1 WAGES

- A. The rates of wages payable shall be:

	From 1 January 2019 (hourly rate)
Driver	
Senior Driver	

A senior driver is one who is designated as such and who:

- (i) Regularly supervises one or more other employees; or
- (ii) Is required to carry out duties and responsibilities which are identifiably greater than those of a driver.



- (iii) Provided that a senior driver, required to regularly supervise four or more other drivers, shall be paid an allowance of \$2.91 each day from 31 July 2017 while so employed.

**B. Industry Allowance**

An industry allowance of 27.79 cents per hour from 31 July 2017 is payable to all workers receiving the wage rates prescribed in sub-clause (A) of this clause. This is payable for all hours worked and does not increase the hourly rate for the purpose of calculating time related payments

**11.2 DRIVERS' DUTIES**

- A. It shall be part of the ordinary duty of a driver to load or unload and assist at any work in connection with the employer's business which may be required of him/her other than driving, for the purpose of filling in time, but in such a case they shall be paid not less than their ordinary rate of pay as a driver.
- B. It shall be the duty of all drivers to report any accidents in which they are involved to a responsible member of the employer's staff immediately they return to a depot of the employer. This clause does not relieve a driver of their obligations under the Transport Act 1962 and relevant regulations.

**11.3 CASUAL WORKERS**

- A. To ascertain the ordinary hourly rate of wages for casual drivers the weekly wage concerned shall be divided by the number of hours constituting the ordinary week's work, thus ascertaining the hourly rate, and 10 per cent shall be added thereto.
- NOTE:** The 10 per cent payment referred to above is not in lieu of any entitlement provided for in this agreement including holiday pay.
- B. A casual driver shall receive a minimum of four hour' pay for any day on which they are employed.
- C. No casual driver shall be employed if a permanent driver is readily available and willing to perform the duties. This shall also apply to other regular employees whose substantial employment is not that of driving.

**11.4 SERVICE ALLOWANCE**

- A. Subject to the conditions set out below, workers shall be paid service allowance at the following rates:

	Service Allowance - Per Week
	From 31 July 2017
Six months to one year	\$7.95
One to two years	\$13.17
Two to three years	\$16.73
Three to four years	\$19.67



Four to five years	\$22.55
Five to six years	\$25.44
Six years and over	\$27.66

B. Service allowance shall:

- (i) Be paid during periods of approved annual leave;
- (ii) Be taxable and subject to superannuation deductions where applicable;
- (iii) Increase the hourly rate for the purposes of calculating time-related payment such as overtime.

C. For the purpose of this clause current continuous service is defined as all service with the DHB and its predecessors provided that any break between service periods of employment does not exceed one month. For employees who were employed with the DHB as at 9 May 1994 and are still employed, current continuous service shall be deemed to include service with another hospital board, or in any branch of the State Services, provided that any break between successive periods of state or hospital employment does not exceed one month.

D. Periods of approved leave with pay or without pay of less than three months' duration will be counted as periods of current continuous service for the purposes of this clause. Any other period of approved leave without pay will not interrupt the continuity of service and may be counted as current continuous service at the discretion of the employer.

#### 11.5 GENERAL PROVISIONS

A.

An employer may at any time require any driver to submit themselves to medical examination by a medical officer nominated by the employer: Provided that such medical examination shall be at the expense of the employer.

#### 11.6 ALLOWANCES

- A. Where drivers of refuse vehicles are required to assist in loading such vehicles they shall be paid 24.84 cents per hour extra with a minimum payment of 93 cents per day, and shall be supplied with suitable protective clothing whilst so employed. This sub-clause shall also apply to drivers operating bin loaders or Dempster type vehicles where dirty or obnoxious conditions exist.
- B. An allowance at the rate of \$2.09 per day may be paid at the discretion of the employer for unusually dirty or offensive work. In lieu of the foregoing, workers required to handle materials involving contact with excrement or other similarly offensive material shall be paid at half ordinary time rate in addition to the rate appropriate at the time while so employed with a minimum of two hours.
- C. Workers involved in working with bitumen or tar shall be paid 1.09 per day while so employed.

Handwritten signatures and initials, including what appears to be 'JG', 'MMA', and 'N/A'.

- D. Tea and coffee allowance (as prescribed in clause 2.2 - Meal Periods and Rest breaks) - \$1.64 per week.
- E. Incidentals Allowance (as prescribed in clause 2.3 - Overtime and Penal Time) - \$10.64 per night.
- F. Meal Money (as prescribed in clause 2.3: Overtime and Penal Time) - \$10.92 per night with The employer shall provide a suitable meal or shall allow meal money at the rate set out in the schedules when workers are called upon to work in excess of one hour's overtime on Monday to Friday inclusive, or after 1 p.m. on Saturday or Sunday, unless such workers can reasonably get home for a meal and return to their work in one hour, in which case the meal allowance need not be paid.

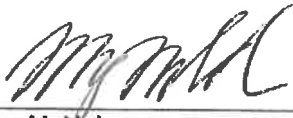
Handwritten signatures and initials, including a large stylized 'D' and 'MA'.

## SIGNING OF AGREEMENT



Keriana Brooking  
Chief Executive  
Hawke's Bay District Health Board

Date: 18 October 2021



Mike McNab  
Organiser  
F1RST Union

Date:

24<sup>th</sup> Nov. 2021



Robert Popata, Secretary (Central Region)  
Amalgamated Workers Union New Zealand  
Incorporated

Date:

23/11/2021

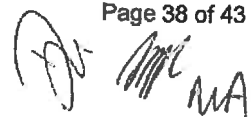
## **SCHEDULE FOUR**

### **ANNUAL LEAVE FOR EMPLOYEES EMPLOYED AS AT 9 MAY 1994**

1. For the purpose of this Schedule, the service of an employee shall be deemed to comprise all periods of employment with the following services and organisations:
- Health Service (Hospital Boards, Employees and Health Service Personnel Commission)
  - Public Service Departments
  - Post Office
  - New Zealand Railways Corporation
  - Regular Force Service in the New Zealand Armed Forces
  - Teaching service (except university teaching)
  - Non-teaching service within Education Boards, secondary schools, tertiary education institutions
  - Broadcasting Corporation of New Zealand
  - New Zealand Foundation for the Blind
  - Accident Compensation Corporation
  - The Nurse Maude District Nursing Association
  - Royal New Zealand Plunket Society
  - Other instruments of the Crown having a close relation to Public Service conditions (as identified by the Employer).
- A. Service with one or more of the above organisations, which is continuous with current employment by the Organisation may be credited provided the total period of service is continuous, i.e. broken by an interval of no more than one month.
- B. Periods of previous service which are:
- (i) with the Health Service and of at least 12 months' duration; or
  - (ii) with one or more other organisations listed above, and of at least two years' duration; may be credited, provided the service ended within five years of the date of current appointment to the Health Service, or within five years of the start of the latest period of continuous employment with one or more of the organisations listed above.
  - (iii) Extended leave without pay at the end of a period of service which ends in a resignation or in termination of services is excluded from previous service for crediting, i.e. the effective date for deciding service is the last day actually on pay.
  - (iv) Previous service may also be credited with New Zealand Government Corporations and other Public bodies, including New Zealand Universities, outside of those in (b) above, territorial local authorities and other particular local authorities, all of whose higher salaries are subject to the jurisdiction of the Higher Salaries Commission, except for the Reserve Bank of New Zealand, Bank of New Zealand and Trustee Banks.
- Provided that**, in all cases, this service is "like for like" and of definite value in the position to which the employee is recruited by the Company; and
- Provided further** that the employee is recruited direct into the Health Service or other approved organisation within one month of ceasing previous employment and subsequent service is continuous, i.e. broken by an interval of no more than one month in each case.

*RA* *MA*

- (v) Notwithstanding the above, employees of a board employed prior to 5 July 1990 shall continue to have all periods of service recognised prior to that date credited for annual leave purposes while they remain employed by a board.

Handwritten signatures and initials, including a large stylized 'D', a signature that appears to be 'M. H.', and the letters 'MA'.

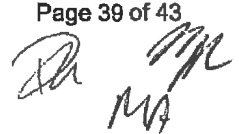
## SCHEDULE FIVE

### PREVIOUS SERVICE FOR LONG SERVICE LEAVE FOR EMPLOYEES EMPLOYED AS AT 9 MAY 1994

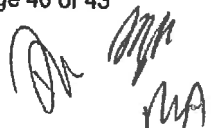
#### 1. ELIGIBILITY

- A. Employees who have completed 20 years' continuous service as defined below may be granted once only four weeks' long service leave.
- B. Continuous service is defined as not less than six months' continuous service with the following:
- (i) Health Service
  - (ii) Public Service; Post Office; Armed Forces; Railways; Education Boards
- but only in respect of officers employed in terms of the **Education Authorities Employment Regulations 1982**; and undertakings taken over by Government as going concerns.
- C. Continuous service may be broken by periods of up to three months but any break in service of longer than three months SHALL debar an employee from counting the service prior to that break towards the qualifying period for long service leave. This includes periods of service over three months in an overseas post which are taken after resignation from a hospital or Employee in New Zealand.
- D. Leave without pay in excess of three months (including sick leave without pay) taken on any one occasion cannot be included in the 20 year qualifying period, e.g., an employee who has had in aggregate a year's leave without pay will not qualify for long service leave until 21 years of qualifying service excepting that such leave SHALL be included in the qualifying period where it was granted for:
- (i) standard New Zealand Government bursaries or similar Government sponsored Agreements;
  - (ii) recognised training courses;
  - (iii) military service;
  - (iv) New Zealand Government service on secondment or otherwise in the Cook Islands, Niue or Tokelau Islands.

**Gardeners** – In addition a period of service in an overseas post while on leave without pay in excess of three months, whether on secondment or not, may qualify as service for long service leave, provided the terms and conditions governing it are determined by the appropriate New Zealand government employing agency and provided the employee concerned has remained, throughout the overseas service, in the employment of the health service or New Zealand government department. Where staff have served overseas outside normal career patterns in order to carry out a New Zealand government requirement, e.g. special aid assignments, sympathetic consideration will be given to applications for standard long service leave conditions after 20 years' service, including a period overseas when an employee was serving the Government by enabling it to fulfil an international obligation.



- E. Employees who resign (except under 4.6.B(ii) below) or who are dismissed, except through no fault of their own, will forfeit any long service leave to which they might otherwise be entitled.
- F. Notwithstanding the above, employees of a board employed prior to 6 July 1990 shall continue to have all periods of service recognised prior to that date credited for long service leave purposes while they remain employed by a board.

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.



## **SCHEDULE SIX**

### **PREVIOUS SERVICE FOR ENHANCED EARLY RETIREMENT AND SEVERANCE PAYMENTS FOR THOSE EMPLOYEES EMPLOYED AS AT 9 MAY 1994**

"Service" for the purposes of this subclause 6.5.E means total aggregated service with the employing Board, with that Board and one or more other Boards, and with one or more of the following services:

1. Public Service
2. Post Office
3. New Zealand Railways
4. Any University in New Zealand
5. Any Health Centre in any New Zealand Polytechnic and/or College of Education but excludes any service with any of the above services or with any Board which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the above services or from any Boards.

## **SCHEDULE SEVEN**

### **CONTINUOUS SERVICE FOR THOSE EMPLOYEES EMPLOYED AS AT 9 MAY 1994**

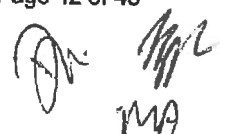
1. For the purpose of the following provisions of this Agreement:

- Annual Holidays
- Special Holidays for Long Service
- Retirement Gratuities
- Sick Leave
- Parental Leave
- Service Allowance

continuous service with the same employer shall not be deemed to be broken by reason of:

- A. A change in status of a hospital board to that of an Employee; or
- B. The transfer of employment between hospital boards, between hospital boards and Employees and between Employees; or
- C. The commencement of employment with a hospital or Employee following previous employment in the State Services, or
- D. A break of less than one month between successive periods of State or hospital employment (attention is drawn to sub-clause 9.3.E of the service allowance clause of this schedule).

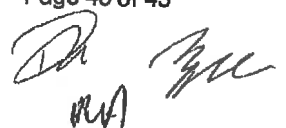
**NOTE:** For the purposes of this clause "transfer" within State and hospital employment includes situations where transfer is affected by means of a redeployment agreement.

Handwritten signatures and initials, including a large signature on the left and initials 'MA' on the right.

## **SCHEDULE EIGHT**

### **ON CALL ALLOWANCE – WAIROA**

1. **Overnight** - only 5pm to 8am week night \$1.58 per hour from 31 July 2017.
2. **Weekends** - 5pm Friday to 7am Monday normal weekends \$82.53 flat rate from 31 July 2017.
3. Full week **Monday to Monday** or **Long Weekend with Stat Holidays** \$105.08 from 31 July 2017 (**Example Easter break**).
4. **Call Back** – There is a provision in the present agreement for this therefore would be claimed as per normal.

Handwritten signatures in black ink, including a large stylized 'D' and 'M' and a signature that appears to be 'ZUC'.

## **SCHEDULE NINE**

### **BUILDING MAINTENANCE – WAIROA**

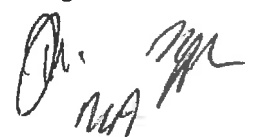
When staff claim overtime, take off .25 of an hour (unless they deduct this themselves).

When they drive, they start work at 07:45am, not 07:30 am.

They have a one (1) hour lunch break.

07:30am – 16.30pm = 8 hours – Normal day.

07:45am – 16:45pm = 8 hours plus overtime from 16:45pm - Driving

Handwritten signature and initials, possibly 'DA' and 'NA', in black ink.