



NELSON MARLBOROUGH
DISTRICT HEALTH BOARD

Collective Employment Agreement



Amalgamated Workers Union New Zealand Inc.

FOR

HOSPITAL SERVICES EMPLOYEES

11 October 2021 – 31 March 2024

Nelson, Wairau, and Rural Hospitals

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NELSON MARLBOROUGH DISTRICT HEALTH BOARD COLLECTIVE EMPLOYMENT AGREEMENT

Hospital Services Employees

1. INTENT OF THE PARTIES

- 1.1 The parties agree that this agreement shall be administered in accordance with the true intent of its terms and provisions and will give each other fullest co-operation to maintain harmonious industrial relations. It shall be the duty of the parties covered by the agreement to comply with and abide by all the provisions of this agreement.

2. PARTIES

- 2.1 The parties to this collective employment agreement are: Amalgamated Workers Union New Zealand Inc. and Nelson Marlborough District Health Board.

3. COVERAGE

- 3.1 Hospital Services Employees (inclusive of the roles of Orderlies, Driver Orderlies, Kitchen Assistants, Household employees, Supervisors, Cooks, Security, Service Assistant, Hotel Services Co-ordinator, Patient Support & Security Worker) who are employed by Nelson Marlborough District Health Board and are members of the Amalgamated Workers Union New Zealand Inc.

4. DEFINITIONS

- 4.1 **Employer** - means Nelson Marlborough District Health Board.
- 4.2 **Employee** - means a person who is employed by Nelson Marlborough District Health Board and who is a party to this agreement.
- 4.3 **Full time employee** - means an employee who works not less than the "ordinary" or "normal" hours as set out in the hours of Work Clause of this agreement (cl 9).
- 4.4 **Part time employee** - means an employee, other than a casual or temporary employee, who works on a regular basis for less than the "ordinary" or "normal" hours as set out in Clause 9 of this agreement. The parties agree that part time employees shall not be used to displace permanent employees (cl 9).
- 4.5 **Temporary employee** - means an employee who works, either on a full or part time basis, for a set period of time as agreed between the employer and employee. The parties agree that temporary employment agreements should only be used to cover specific situations of a temporary nature, e.g. to fill a position where the incumbent is on study leave or parental leave, or where there is a task of a finite duration to be performed.
- 4.6 **Casual employee** - means an employee who is called to work on an "as and when required" basis, and who shall work for no more than five consecutive duties in one week with a minimum of three hours per day. The parties agree that casual employees shall not be used to displace permanent employees. Casual employees have no entitlement to annual leave. NB: Each period of employment of a casual employee is treated as a discrete and separate engagement, with no ongoing entitlement to employment.
- 4.7 **Week** (in the case of day workers) - shall mean the seven days computed from midnight to midnight covered by the pay period.
- 4.8 **Week** (in the case of night workers) - shall mean the seven nights computed from noon to noon covered by the pay period.
- 4.9 **Hospital Services Employee** is an employee, designated as such by the employer, and appointed to work substantially in one of the following classifications:
- 4.10 **Hospital Services Assistant** - is an employee substantially employed on one or more of the following cleaning/clerical or patient related duties: general ward cleaning as specified in section 4.9 for Hospital Service Employee, also the cleaning of some specialised equipment and

instruments; checking and ordering of ward supplies; basic clerical and reception work such as greetings and assisting visitors and telephone callers; some filing/photocopying and accessing of computer printout information; and basic patient care, such as assisting RN with patient washing/turns/mobilising and transfers; preparing and delivering fluids/meals to patients and responding to patient call bells and appropriately passing on messages to RN's as required.

- 4.11 **Orderly / Driver Orderly** is an employee substantially employed on one or more of the following tasks: lifting and transporting of patients including theatre patients, body removal, assistance in the mortuary, restraining patients, helicopter security duties security duties, delivery duties, cleaning, telephone switchboard relief and any other tasks relevant to the position.
- 4.12 **Kitchen Assistant** is an employee substantially employed on one or more of the following tasks: storage and preparation of food, service of food, portion and quality control, washing of dishes and utensils, cleaning of equipment and surfaces, trayline duties, cafeteria duties including handling of cash, beverage service, processing of dietary requirements and any other tasks relevant to the position.
- 4.13 **Household Employee** is an employee substantially employed on one or more of the following tasks: cleaning duties including isolation areas, laundry and linen services, impresting, beverage service, washing of dishes and utensils, hanging and care of curtains, flower arranging, bed making, giving out patient meals and collection of trays, impresting, cleaning theatres and relative equipment, hospital reception relief duties by agreement and any other tasks relevant to the position.
- 4.14 **Cook** is an employee, designated as such by the employer, and whose duties will include the preparation, cooking and serving of food, portion and quality control, cleaning of equipment, and where required by the employer, assistance with supervisory duties.
- 4.15 **Hotel Services Coordinator** is an employee substantially employed as coordinator of Orderlies and Drivers and supports the Manager - Hotel Services by providing cross departmental assistance and coordination of hotel services staff and relieves the Manager - Hotel Services when required.
- 4.16 **Patient Support & Security Worker** is an employee substantially employed in patient support and security work, notably in Emergency Departments and Mental Health Inpatients Units, improving security and safety for clients and staff, de-escalating situations, and overall contributing to an environment with a focus on safety and wellbeing.
- 4.17 **Agreement** - means the Nelson Marlborough District Health Board Collective Employment Agreement for Hospital Services Employees - Nelson Hospital & Rural Hospitals.
- 4.18 **Terms of Engagement** - Except as otherwise specially provided in this agreement, the employment shall be a weekly one, whether the employee shall or shall not be called upon to work full-time, and no employee shall be engaged at less than the weekly wages provided for the particular classes of employees in this agreement.
- 4.19 **"Night Duty"** means any duty in which part of the duty is worked between midnight and 5:00am on any day of the week.
- 4.20 **"Service"** means the current continuous service with the employer (previously known as 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.

5. REMUNERATION

5.1 The following hourly rates of pay shall apply to the respective positions below:

Orderlies, Attendants, Cleaners, Laundry, Kitchen Hands

Grade		24 June 2019	22 June 2020	21 June 2021	1 April 2022	1 April 2023
4	NZQA Level 3 Qualification	\$22.70	\$24.08	\$25.58	\$27.18	\$27.68
3	NZQA Level 2 qualification	\$21.61	\$22.92	\$24.34	\$25.94	\$26.44
2	12 Months No qualification	\$20.40	\$21.63	\$22.98	\$24.58	\$25.08
1	Commencement No qualification	\$18.60	\$19.70	\$20.90	\$22.75	\$23.25

Designated Security Officer/Security Orderlies

Grade		24 June 2019	22 June 2020	21 June 2021	1 April 2022	1 April 2023
4	NZQA Level 3 Qualification	\$23.20	\$24.58	\$26.08	\$27.68	\$28.18
3	NZQA Level 2 Qualification	\$22.11	\$23.42	\$24.84	\$26.44	\$26.94
2	12 Months No qualification	\$20.90	\$22.13	\$23.48	\$25.08	\$25.58
1	Commencement No qualification	\$19.10	\$20.20	\$21.40	\$23.00	\$23.50

Cook/Menu Processors/Collators

Grade		24 June 2019	22 June 2020	21 June 2021	1 April 2022	1 April 2023
4	NZQA Level 3 Qualification	\$24.70	\$26.08	\$27.58	\$29.18	\$29.68
3	NZQA Level 2 Qualification	\$23.61	\$24.92	\$26.34	\$27.94	\$28.44
2	12 Months No qualification	\$22.40	\$23.63	\$24.98	\$26.58	\$27.08
1	Commencement No qualification	\$20.60	\$21.70	\$22.90	\$24.50	\$25.00

Supervisors

Grade		24 June 2019	22 June 2020	21 June 2021	1 April 2022	1 April 2023
4	NZQA Level 3 Qualification	\$27.20	\$28.58	\$30.08	\$31.68	\$32.18
3	NZQA Level 2 Qualification	\$26.11	\$27.42	\$28.84	\$30.44	\$30.94
2	12 Months No qualification	\$24.90	\$26.13	\$27.48	\$29.08	\$29.58
1	Commencement No qualification	\$23.10	\$24.20	\$25.40	\$27.00	\$27.50

- 5.2 Notwithstanding the qualifications/salary framework that will operate for the majority of employees on appointment, the employer may place an employee on any step of the relevant scale taking into account the following factors:
- Previous work experience or other relevant work and life experience.
 - Degree of difficulty in recruiting specific skills and/or experience required.

5.3 Coordinator- Hotel Services

The rate will be by agreement between AWUNZ and NMDHB.

6. OVERTIME

- 6.1 Overtime is time worked in excess of eight hours per day or the rostered duty whichever is greater, or 80 hours per two-week period, when such work has been authorised in advance.
- 6.2 In respect of overtime worked on any day (other than a Public Holiday), from midnight Sunday/Monday to midday on the following Saturday at one and one half times the normal hourly rate of pay (T1 1/2) for the first three hours and at double the normal hourly rate of pay (T2) thereafter.
- 6.3 In respect of overtime worked from midday Saturday to midnight Sunday/Monday or on a Public Holiday at double the normal hourly rate of pay (T2).
- 6.4 Where an employee is called out to work between the hours of 8 pm and 7 am they shall be paid at double the normal hourly rate of pay (T2).
- Note:** Overtime worked is calculated on a daily basis.
- 6.5 Except in emergencies, no employee shall be required to work for more than 12 consecutive hours where their normal shift is of 8 or 10 hours' duration.

7. PENAL RATES

- 7.1 The following penal rates in addition to the ordinary rate shall apply to hours worked
- (i) Night shift rate - 25%
The night rate applies to ordinary hours of work (other than overtime) that fall between 8.00pm and 6.00am from midnight Sunday/Monday to midnight Friday/Saturday
 - (ii) Weekend rate- 50%
The weekend rate applies to ordinary hours of work worked after midnight Friday/Saturday until midnight Sunday/Monday.
 - (iii) Public holiday rate -100%
- 7.2 Overtime and penal rates shall not be paid in respect to the same hours the higher rate will apply.

8. ALLOWANCES

- 8.1 **Tracer Allowance** - Where an employee carries a tracer and is required to answer tracer calls during their meals and refreshment breaks, they shall be paid a daily allowance of \$2.20 per day.
- 8.2 **Meal Allowance** - Where an employee is required to work overtime for more than one hour after completing the usual shift or usual day's work and such overtime extends over the employee's usual meal time the employer shall either provide a meal or pay the employee a meal allowance of \$11.51.

8.2.1 Meal Shift Allowance - A rostered employee working afternoon or evening shifts shall be entitled to a meal from the hospital cafeteria or an allowance of \$10.00.

8.3 On Call/Call Backs

8.3.1 On Call

- (a) Where an employee is instructed to be on call during normal off duty hours, they shall receive an on-call allowance of \$4.12 per hour for week days and weekends and \$6.18 per hour for Public Holidays.
- (b) The on-call allowance is payable for all hours the employee is rostered on call including time covering an actual call out.
- (c) An employee who is required to be on call and report on duty within 20 minutes shall have access to an appropriate locator or a cell phone.

8.3.2 Call Back

- a) 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.
- b) An employee in receipt of the on-call allowance shall be paid for a minimum of three hours, or for the actual working and travelling time, whichever is the greater, at the appropriate overtime rate, when the employee is called in to work.
- c) An employee shall be paid for a minimum of three hours, or for actual working and travelling time, whichever is the greater, at the appropriate rate, when the employee:
 - is called back to work after
 - completing the day's work, and
 - having left the place of employment,or
 - is called back before the normal time of starting work, and does not continue working until such normal starting time, 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.
- d) A break of at least nine continuous hours shall be provided wherever possible between any two periods of duty unless the affected employee requests otherwise.

8.4 Transport Assistance for Call Back Duty

Where an employee who does not reside in company 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 employer shall either:

- a) 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
- b) 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.

- 8.5 **Post- Mortem/Body Removal** - Attendants/Orderlies required to assist actively with a post-mortem examination shall be paid an additional \$10.46 per post-mortem. The payment prescribed in this paragraph shall also be made to attendants required to handle a body that is in a mutilated or partly decomposed state while assisting with police cases. Any attendant who objects to handling dead bodies may elect not to do so provided that the employer may direct the attendant to remove a dead body where no other attendant is readily available to carry out the duty.
- Body Removal Allowance** - Attendants who are required to collect, transport, and place bodies in a mortuary or associated area such as a viewing room shall be paid an allowance of \$10.46 per removal. Any attendant who objects to removing dead bodies may elect not to do so provided that the employer may direct the attendant to remove a dead body where no other attendant is readily available to carry out the duty.
- 8.6 **Qualification payments** - Where those provisions existed in Collective Agreements that were in place prior to 30 June 2007 at individual DHB all employees shall continue to be entitled to the allowance; those employer specific provisions are attached as appendix 1.
- 8.7 **Broken Shifts** - Where an employee works broken shifts, the shifts must be completed within 12 hours, computed from starting to finishing time, including meal hours. Non- resident workers employed on broken shifts shall be paid \$15.69 per week in excess of the ordinary weekly wages provided in this agreement, or \$3.13 per day for relieving, casual or part- time workers.
- 8.8 **Obnoxious Work Allowance** - Employees required by the Employer to clean up infectious, offensive or unusually dirty materials shall be paid an additional allowance of \$3.13 each occasion.
- 8.9 **Telephone Reimbursing Allowance** - Where an employee is instructed by the employer to be regularly "on-call" and is required to have a telephone in his/her private residence for "on-call" purposes, half of the cost of the annual private rental shall be reimbursed: Provided that for the purpose of this clause "regularly" shall mean a total period in excess of ten weeks of "on-call" duty in any one year.
- Where the number of employees sharing an "on-call" roster is in excess of five, the total amount of telephone rental which would be reimbursed under this clause to only five employees shall be divided proportionately amongst the employees sharing the roster, provided that in no instance shall the amount of rental reimbursed to an employee in any 12-month period exceed half the cost of annual private rental.
- 8.10 **Overnight Incidentals Allowance** - Employees when required in connection with their employment to be absent from their home town shall be provided with suitable accommodation and meals, or in cases where accommodation is not required, shall be provided with the necessary meals or meals shall be paid for by the employer. In addition, an incidentals allowance of \$9.57 per night shall be paid.
- 8.11 **Higher Duties Allowance** - Employees performing supervisory duties shall be paid an additional allowance of \$2.55 per hour whilst performing those duties. This allowance is inclusive of the tracer allowance.
- 8.12 **Additional Allowance** - The employer reserves the discretionary right to pay any additional allowance, in exceptional circumstances.
- 8.13 All daily or weekly allowances throughout this agreement shall be paid pro rata for part-time or casual employees.
- 8.14 **Breakfast Cook (Alexandra Hospital)** - A hospital Service employee will be paid a cooking allowance of \$2.61 per hours whilst on cooking duties.
- 8.15 **Use of Private Motor vehicle** - 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.
- 8.16 **Restraint Allowance** - Employees who partake in a restraint of any individual within the confines of the Nelson District Health Board operations shall be paid a restraint allowance of \$5.19 per occasion (in addition to any other allowance paid).
- 8.17 **ITO Certificate Allowance** - Employees who hold an ITO Certificate will be paid an ITO Certificate Allowance of \$5.10 per week.

9. HOURS OF WORK

9.1 The ordinary working hours shall be 40 per week and where practicable shall be worked on not more than five consecutive days each week over seven days and shall not, unless agreed otherwise, exceed eight hours in any one duty. The ordinary hours of work of existing employees shall not be changed without agreement.

9.2 Except in an emergency, no employee shall work more than seven consecutive duties at any one time.

9.3 Every employee shall have two periods of at least 24 hours off duty each week. These off duty periods may fall separately no more than once every four weeks at the request of the employee or to facilitate rostering. Any full-time employee who is required by the employer to work on one or both of his/her rostered day(s) off shall be paid overtime rates in accordance with clause 6.2 whilst so employed.

Before any change is made to the rostered days off of an employee the employer shall so far as practicable consider the wishes of the employee. The employer shall give seven days' notice in writing to each employee of any change in the respective days fixed for their rostered day(s) off, otherwise the notice shall be deemed not to have been given.

9.4 Wherever possible, employees changing on consecutive days from one duty to another in the duty roster shall be rostered a minimum off duty break of nine consecutive hours, unless requested otherwise, except that this need not be in addition to any off-duty period of 24 hours or more as referred to in clause 9.3 above. In emergency situations the minimum off duty break of nine consecutive hours shall not operate.

9.5 Notwithstanding the foregoing conditions employees may be permitted to change duties one with another by mutual arrangement and with the prior approval of the employer provided such change does not involve the payment of additional overtime or other penalties. This approval will not be unreasonably withheld. In most circumstances the change must be with an employee of equivalent skills.

9.6 Where the employer requires employees to attend training courses or seminars the time so occupied shall be deemed to form part of their hours of work.

9.7 Rosters, including length of duties, must be set and available to employees to see at least one week prior to when they apply. Rosters once posted shall not be changed without prior consultation and mutual agreement of the employee(s) concerned.

9.8 Five minutes shall be allowed to all employees prior to ceasing work for the day for the purpose of washing their hands.

9.9 Employees employed on night shifts shall work a straight shift of eight hours from starting to finishing time, inclusive of one-half hour interval for a meal.

9.10 Employees shall be advised in writing of their hours of work, including any stipulated minimum hours, on appointment. Any changes to hours of work shall be by mutual agreement between the employer and the employee.

9.11 No casual employee shall be employed if a part time employee is readily available, capable and willing to perform the duties required.

10. PAYMENT OF WAGES

10.1 Wages shall be paid, in full, at fortnightly intervals by direct credit to a bank account nominated by the employee. Each employee shall be supplied with written details showing how their wages are made up.

10.2 There shall be no unnecessary delay in the payment of wages due. Where the normal pay-day is Thursday, and a special holiday falls on the Friday of pay week, wages shall be paid not later than Wednesday of that week and where Christmas Day falls on a Thursday of pay week, wages shall be paid not later than Tuesday of that week.

10.3 Unless otherwise agreed no deductions shall be made from the weekly wages except for time lost through default of an employee.

- 10.4 At the termination of the employment all wages and other payments due under this agreement shall be paid without delay.
- 10.5 The provisions of the Wages Protection Act 1983 and its amendments shall apply.
- 10.6 The provisions of the Employment Relations Act 2000 and subsequent amendments with regard to wages and time records shall apply.

11. GENERAL CONDITIONS

11.1 Accommodation and Amenities

- 11.2 The employer shall provide a suitable and adequate dining room, toilet accommodation with hand washing facilities, and an adequate supply of soap, hot water and towels for all employees.
- 11.3 A suitable cloakroom shall be provided. Suitable lockers shall be provided for the use of employees.
- 11.4 All accommodation for employees shall be kept in a clean and sanitary condition by the employer, and employees shall co-operate in this respect.
- 11.5 Access to showering facilities shall be provided for employees.

12. MEAL PERIODS AND REST BREAKS

- 12.1 Except when required for urgent or emergency work and except as provided in clause below, no employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.
- 12.2 An employee unable to be relieved from work for a meal break shall be allowed to have a meal on duty and this period shall be regarded as working time.
- 12.3 A paid rest break of 10 minutes shall be allowed within each four hour period of time worked for employees working in excess of three hours per day. Tea, coffee, milk and sugar shall be supplied free of charge by the employer during rest and meal breaks. Where it is impractical to supply tea, coffee, milk and sugar an allowance of \$1.57 per week shall be paid.

13. UNIFORMS AND PROTECTIVE CLOTHING

- 13.1 Uniforms shall be supplied free of charge and shall be worn by the employee. Suitable protective clothing and equipment shall also be provided at the employer's expense where the duty involves a risk of excessive soiling or damage to uniforms or personal clothing or expose the employee's person to injury or excessive discomfort through biological, chemical or physical hazards.
- 13.2 All items of uniform or protective clothing supplied by the employer shall remain the property of the employer and shall be laundered or dry-cleaned at the employer's expense, as and when required. Each case is to be determined on its merits by the employer.
- 13.3 The employer shall require employees to wear safe footwear appropriate to the position and such footwear shall be maintained by the employee.
- 13.4 **Damage to personal clothing** - an employee may, at the employer's discretion, be 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 available. Each case shall be determined on its merits by the employer.
- 13.5 Suitable wet weather clothing and safety footwear shall be provided where the employer and the employee agree that the nature of the work requires it.

14. PUBLIC HOLIDAYS

14.1 The following days shall be observed s 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)
Matariki

14.2 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 14.5 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.

14.3 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.

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

14.5 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 14.4 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.

14.6 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 14.4

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.

- 14.7 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.
- 14.8 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.
- 14.9 Off duty day upon which the employee does not work:
- a) Fulltime employees -
Where an employee who normally works five days a week whose days off fall on a Public Holiday, he/she shall be credited with an alternative 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.
- 14.10 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.
- 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.

15. ANNUAL LEAVE

- 15.1 Annual holidays shall be allowed as provided in the Holidays Act 2003 and subsequent amendments.
- 15.2 The employer shall grant leave of absence on full pay to employees in respect of each leave year as follows:
- 15.3 **For employees**
- | | |
|---------------------------------|-----------------|
| With under five years service | 20 working days |
| With five or more years service | 25 working days |
- 15.4 The employer may decide, after consultation with the employee, how the annual leave will be taken, but at least one period of two weeks or more must be allowed. Employees may request leave at times suitable to them and this may be granted by the employer.
- 15.5 Payment in lieu of annual holiday entitlements is not permitted, and annual holidays must be taken within a year of their falling due unless the employer otherwise permits.
- 15.6 The employer may permit all or part of the annual leave (including any credits for public holidays) accruing

in respect of a leave year to be postponed to the next following year but the annual leave entitlement at any one time shall not exceed the total of annual leave accruing in respect of two leave years (including any credits for public holidays).

- 15.7 For the purpose of this clause, the service of an employee shall be deemed to comprise the aggregate of all periods of employment, whether continuous or intermittent, with Crown Health Enterprises (their predecessors and successors), provided that the existing qualifying service of employees employed by the employer prior to 12 February 1993 is not affected by the coming into effect of this clause.
- 15.8 Employees shall have access to a leave schedule for leave planning purposes.
- 15.9 The above leave entitlements will be granted on a pro rata basis to part time employees.
- 15.10 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 19 of this Agreement
- 15.11 **The provisions of this clause are inclusive of the Annual leave provisions of the Holidays Act 2003 and subsequent amendments.**

16. EXTRA LEAVE FOR SHIFT EMPLOYEES

- 16.1 In addition to the provisions in clause 15.3 employees will be entitled to an additional five days annual leave, provided that they are rostered to work over seven days and rotating through two shifts or they work outside of the hours 6 am to 6 pm. Part time employees who meet these conditions will be entitled to this additional leave on a pro rate basis in relation to the total hours worked per annum.

17. SICK LEAVE

- 17.1 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.
- 17.2 In accordance with the Holidays Act 2003 (as amended) on appointment to a DHB, employees shall be entitled to ten (10) working days leave for sick or domestic purposes during the first twelve months of employment, and an additional ten (10) working days for each subsequent twelve-month period.
- The employee shall be paid for minimum statutory sick leave entitlements as prescribed in the Holidays Act 2003. Additional contractual or discretionary sick leave that is taken or approved shall be paid at the normal rates of pay (T1 rate only).
- A medical certificate may be required to support the employee's claim.
- Until 2 August 2022, 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.
- 17.3 In the event an employee has no entitlement left, they are entitled to apply for up to ten (10) days discretionary leave per annum. The employer recognises 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. The first five (5) days of discretionary leave shall be approved on the same basis as leave under clause 17.2.
- 17.4 In considering the next five (5) days discretionary leave the employer shall take into account the following:
- The employee's length of service
 - The employee's attendance record

- The consequences of not providing the leave
 - Any unusual and/or extenuating circumstances
- 17.5 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 Clauses 17.13 or 17.14.
- 17.6 Requests should be considered at the closest possible level of delegation to the employee in the quickest time possible. 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.
- 17.7 At the employer's discretion an employee may be granted further anticipated sick or domestic leave. Any anticipated leave taken in excess of an employee's entitlement at the time of cessation of employment may be deducted from the employee's final pay.
- 17.8 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:
- 17.8.1 place the employee on suitable alternative duties; or
- 17.8.2 direct the employee to take leave on full pay. Such leave shall not be a charge against the employees sick and domestic leave entitlement.
- 17.9 The employee can accumulate their entitlement up to a maximum of 260 days. Any unused portion of the first ten (10) days entitlement, up to a maximum of fifteen (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.
- 17.10 **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:
- 17.10.1 the period of sick leave is more than three days and a medical certificate is produced.
- 17.10.2 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 17.10 and 17.10.1 above apply.
- 17.10.3 Annual leave or long service leave may not be split to allow periods of illness of three days or less to be taken.
- 17.11 During periods of leave without pay, sick leave entitlements will not continue to accrue.
- 17.12 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.
- 17.13 Where an employee is incapacitated as a result of a work accident (except where the accident is a work-place assault – see clause 17.14 below), 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 untaken Sick Leave entitlement (including any entitlement transferred from previous employment with another DHB), to the extent entitlement exists. 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.
- 17.14 Where an employee is incapacitated as a result of a work-place assault, and that employee is on earnings related compensation, then the employer will top up the ACC payments to 100% of normal/ordinary rate of pay during the period of incapacitation. This top up payment shall not be debited against the employee's untaken sick leave entitlement. The employer will reimburse the employee for any costs

incurred that are part charges for ACC agreed treatment and other associated ACC expenses.

- 17.15 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 untaken Sick Leave entitlement (including any entitlement transferred from previous employment with another DHB), to the extent entitlement exists.

18. BEREAVEMENT/TANGIHANGA LEAVE

- 18.1 The employer may approve special 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). Bereavement shall include miscarriage or still-birth as per s69(2)(c-d) of the Holidays Act 2003.
- 18.2 In granting time off, therefore, and for how long, the employer must take into account the following points:
- 18.3 Criteria to be taken into account -
- 18.3.1 The closeness of the association between the employee and the deceased (NB This association need not be a blood relationship).
 - 18.3.2 Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death.
 - 18.3.3 The amount of time needed to discharge properly any responsibilities or obligations.
 - 18.3.4 Reasonable travelling time should be allowed, but for cases involving overseas travel, that may not be the full period of travel.
 - 18.3.5 A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any arrangements necessary. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary.
 - 18.3.6 If paid special leave is not appropriate then annual leave or leave without pay should be granted, but as a last resort.
- 18.4 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 18.1 above. This provision will not apply if the employee is on leave without pay.
- 18.5 In the granting of time off and deciding on the length of time allowed, the employer will administer these provisions in a sensitive manner.
- 18.6 The provisions of this clause are inclusive of the Bereavement leave provisions of the Holidays Act 2003 and subsequent amendments.

19. PARENTAL LEAVE

- 19.1 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.
- 19.2 Entitlement and eligibility - provided that the employee assumes or intends to assume the primary 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 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.

19.3

- (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 employer.
- (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 one or both partners are employed by the employer.

19.4 In cases of adoption of children of less than five years of age, parental leave shall be granted in terms of 19.2 and 19.3 above, providing the intention to adopt is notified to the employer immediately following advice from the appropriate services 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.

19.5 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 in the case of adoption.

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

19.7 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.

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

19.9.1 Job protection

Subject to 19.10 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.

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

- 19.9.3 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.
- 19.10 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 the Paid Parental Leave and Employment Protection Amendment Act 2002), the employer may fill the position on a permanent basis.
- 19.10.1 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 19.9 (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 19.10.2.(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 19.9(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 19.9(b), 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 19.10.2.(ii) *above* expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 26.2 of this agreement.
- 19.11 If the employee declines, the offer of appointment to the same or similar position in terms of sub clause 19.10.1 *above*, parental leave shall cease.
- 19.12 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 confinement, 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.
- 19.13 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.
- 19.14 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.
- 19.15 Paid Parental Leave - Where an employee takes parental leave under this clause, meets the eligibility criteria in 19.2 (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.
- 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 19.3(ii) 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.

20. JURY SERVICE LEAVE

- 20.1 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.
- 20.2 Employees 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).
- 20.3 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 the expenses.
- 20.4 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.

21. WITNESS LEAVE

- 21.1 Where an employee is required to be a witness in a matter arising out of his/her employment, he/she shall be granted leave on ordinary pay rate (T1 rate only). The employee is to pay any fee received to the employer but may retain expenses.

22. LONG SERVICE LEAVE

- 22.1 Employees shall qualify for long service leave as a once only period of paid leave after the following service:
- | | | |
|--|----------|----|
| After 10 years and before 15 years service | 2 weeks, | or |
| After 15 years and before 20 years service | 3 weeks, | or |
| After 20 years and before 25 years service | 4 weeks, | or |
| After 25 years and before 30 years service | 5 weeks | |
- 22.2 The above entitlements are not cumulative and an employee can take one entitlement only during their employment with Nelson Marlborough District Health Board.
- 22.3 Notwithstanding clause 22.1 above, existing employees (i.e.) those employed as at 1 July 1998) will become entitled to the above options on their next qualifying date (i.e. 15 years service etc.) except that this limitation will not apply to employees who have already qualified for, but not taken, four weeks long service leave.
- 22.4 Except as provided in clause 22.7 below or when made redundant, long service leave not taken prior to termination of employment with Nelson Marlborough District Health Board will be forfeited.
- 22.5 Service can be broken by up to three months without affecting this entitlement.
- 22.6 Service is defined as continuous service with Nelson Marlborough District Health Board (and/or its predecessors) except that employees who transfer to this agreement from other agreements within Nelson Marlborough District Health Board shall have their existing service which previously qualified for long service leave entitlement recognised.
- 22.7 In the event of the death of the employee subsequent to qualifying for long service leave a cash payment equivalent to the entitlement in clause 22.1 will be paid to the next of kin or legal representative if the

long service leave has not been taken after entitlement.

- 22.8 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.
- 22.9 Payment for long service leave is to be on the 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.
- 22.10 For planning purposes, employees are requested to give 12 months' notice of their intention to take their long service leave, but in unforeseen circumstances a lesser period of notice may be given and approval to take this leave will not be unreasonably withheld by the employer.

23. RECOGNITION OF PRIOR SERVICE

- 23.1 Employees individually listed in Appendix B who were previously employed by Spotless that transferred to Nelson Marlborough District Health Board in 2018 shall have their previous service recognised as continuous service.

24. CONSULTATION

- 24.1 The parties accept that change in the Health Service is necessary in order to ensure the efficient and effective delivery of health services. Furthermore, the parties recognise that they have a mutual interest in ensuring that health services are provided efficiently and effectively and that all employees have an important contribution to make in this regard.
- 24.2 The employer acknowledges that consultation between the parties is needed on matters of mutual concern and interest. In this regard the employer will provide forums for information sharing and joint problem solving between managers and staff members so that recommendations can be made to the employer. Accordingly paid time off will be allowed for staff representatives subject to the prior approval of the employer.

25. MANAGEMENT OF STAFF SURPLUS

25.1 Identification of Staff Surplus

- 25.1.1 When as a result of the restructuring of the whole, or any parts, of the employer's operations, 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, the options in clause 25.3.1 below shall be invoked and negotiated on a case by case basis between the employer and the employee.

25.2 Notification

- 25.2.1 Where such a surplus exists, the employer will advise the affected employee and give one month's notice of the intended termination of the position.
- 25.2.2 During this period the employer and the affected employee will meet to reach agreement on the options appropriate to the circumstances. Where an employee is to be relocated one month's notice shall also be given to employees. A lesser period of notice may be agreed between the parties.
- 25.2.3 The employer will provide the employee with all relevant information concerning the details of any proposed surplus.

25.3 Options

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

- reconfirmed in the position
- attrition
- redeployment
- leave without pay
- enhanced early retirement

- retraining
- redundancy

25.3.2 The options of "reconfirmed in the position" and "redeployment" will preclude employees from access to the other options. The aim will be to minimise the use of redundancy.

25.4 The provisions of this clause are inclusive of the provisions of the Employment Relations Act 2000 and subsequent amendments

26. TERMINATION OF EMPLOYMENT

26.1 Resignation or Termination

26.1.1 Except in the case of casuals, in the absence of special written agreement between the employer and the employee two weeks' notice of resignation or termination shall be given by the employee or the employer, except in the case of dismissal due to misconduct.

26.1.2 Where the required notice is not given, the party improperly terminating the service shall pay or forfeit, as the case may be, a sum equivalent to the wages for the unexpired period of notice.

26.1.3 All wages and holiday pay due shall be paid on the termination of employment.

26.2 Redundancy

26.2.1 In the event that the employer, for the reasons outlined in Clause 24, has to terminate the employee's agreement of employment or employment in any other capacity within the company, then the employer shall give one months' notice to the employee. During this time the employer and employee shall meet to discuss the compensation payable, which shall be no more than:

26.2.2 8.33 per cent of the basic wage (T1 rate only) for the preceding 12 months in lieu of notice. This payment will not be made if one month's notice has been given. This payment is regardless of length of service; and

26.2.3 12 per cent of basic wage (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and

26.2.4 4 per cent of the basic wage (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

26.2.5 Where the period of total aggregated service is less than 20 years, 0.333 per cent of basic wage (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

26.2.6 Service - for the purpose of the above clause means service with Crown Health Enterprises (their predecessors and successors) providing that the existing qualifying service of employees employed by the employer prior to 12 February 1993 is not affected by the coming into effect of this clause.

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

26.2.8 Where the 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:

- The person acquiring the business or the part being sold or transferred -
- has offered the employee employment in the business or the part being sold or transferred, and
- has agreed to treat service with the employer as if it were service with that person and as if it were continuous, and

26.2.9 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:

- any service related conditions; and
- any conditions relating to redundancy; and
- any conditions relating to superannuation.
- under the employment being terminated; and

- 26.2.10 The offer of employment by the person acquiring the business or part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either;
- in the same capacity as that in which the employee was employed by the employer, or
 - in any capacity that the employee is willing to accept.

26.3 Dismissal

- 26.3.1 Notwithstanding the terms of this agreement the employer may terminate this agreement at any time immediately by notification in writing if the employee shall be guilty of serious misconduct, as defined in the Nelson Marlborough District Health Board Disciplinary Policy and following invoking of the employer's Disciplinary Policy and Procedures.

26.4 Certificate of Service

- 26.4.1 Each employee on leaving or being discharged from their employment shall be given on request, as soon as practicable thereafter, a certificate of service in writing stating the position held and the length of service.

27. RETIRING GRATUITIES

27.1 Provisions

- 27.1.1 For employees who are party to this collective employment agreement and employed by the employer prior to 1 February 1993, the employer may pay a retiring gratuity to those employees retiring from the company, who have had no less than ten years' service with qualifying organisations (i.e.) the existing qualifying service of employees employed by the employer prior to 1 February 1993 is recognised).
- 27.1.2 The provisions of clause 27 will not apply to employees employed after 1 February 1993.
- 27.1.3 For the purposes of establishing eligibility for a gratuity, total company 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.
- 27.1.4 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.
- 27.1.5 Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of an employee 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.
- 27.1.6 The employer may pay a full gratuity to employees, who have 10 years' service, where they can produce acceptable evidence to substantiate that they are unable to continue regular employment on medical grounds or other special circumstances.
- 27.1.7 The calculation of a gratuity entitlement shall be in accordance with the scale detailed in clause 27.2 below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.
- 27.1.8 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. The entitlement is calculated in consecutive days' pay.
- 27.1.9 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.

27.2 Scale of Maximum Gratuities

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

28. DISCIPLINARY CODE

- 28.1 The employer's discipline and dismissal procedures are set out in the Nelson Marlborough District Health Board Disciplinary Policy and Procedures, a copy of which shall be made available to all employees. All disciplinary and dismissal matters will be dealt with fairly, promptly, consistently and in conformity with the prescribed procedures including Personal Grievance Procedures if applicable.

29. HUMAN RESOURCES POLICIES

- 29.1 Attention is drawn to the employer's personnel policies and procedures available on the Nelson Marlborough Health intranet, copies of which shall be available for reading on request.
- 29.2 All appointments shall be carried out in accordance with the procedures contained within the employer's personnel policies.

30. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEM PROCESS

- 30.1 If a problem arises during the employment relationship the employer and/or employees' representative should be notified immediately. If the employer's response is not considered satisfactory the Mediation Services of the Department of Labour will be involved in attempting to

resolve the problem or dispute.

- 30.2 Personal grievances and disputes shall be addressed according to the provisions set out in Part 9 of the Employment Relations Act 2000.
- 30.3 The Employment Relations Authority has jurisdiction to hear and make decisions on employment relationship problems which are referred to it.
- 30.4 The Employment Court has jurisdiction to adjudicate on all matters which are properly brought before it, if mediation has not worked to resolve the matter or one party is unhappy with the decision of the Employment Relations Authority.
- 30.5 It is important to note that an employee who wishes to raise a personal grievance under the terms of the Employment Relations Act 2000 has a period of 90 days from the date on which the action giving rise to the grievance occurred, to lodge the grievance with the employer, unless the employer agrees to the grievance being raised after that period has expired. There is also additional time available for raising a personal grievance under the Act, under exceptional circumstances.

31. PERSONAL GRIEVANCES AND DISPUTES

- 31.1 The procedures set out in Part 9 of the Employment Relations Act will apply.

32. PROTECTION IN THE EVENT OF CONTRACTING OUT, TRANSFERENCE OR SALE OF ALL OR PART OF THE BUSINESS OF THE EMPLOYER

- 32.1 In the event that Nelson Marlborough District Health Board decides to contract out, transfer or sell all or part of its services and this effects the employment of employees covered by this agreement the conditions set out in clause 25.2.2 (Technical Redundancy) shall apply. The parties agree that this satisfies the requirements of clause 54 (3)(a)(ii) of the Employment Relations Act 2000.

33. SEXUAL HARASSMENT

- 33.1 The employer has a policy of equal employment opportunity, which requires a high standard of conduct in the workplace.
- 33.2 Sexual harassment is a form of sex discrimination which contravenes this policy and is unacceptable. It will not be condoned and where it occurs the offending party will be subject to disciplinary action.

34. JOB DELEGATES

- 34.1 The employer shall give recognition to an employee who is elected by the employees as a Job Delegate in the establishment in which the employee is employed. It shall be a condition of such recognition that wherever any question, problem or dispute arises, the Job Delegate shall first approach the employer so that an attempt may be made to resolve the question, problem or dispute at that point. The employer shall grant reasonable paid time for this purpose.

35. STOPWORK MEETINGS

- 35.1 The employees' authorised representative may hold paid stop-work meetings for employees for up to a total of four hours per calendar year, provided that:
- 35.2 At least 14 days' written notice of intention to hold each such meeting shall be given to the employer by the authorised representative, and
- 35.3 Satisfactory arrangements for the maintenance of essential services are agreed to with the employees' authorised representative, and
- 35.4 Meetings shall be arranged at a place on the day and at a time as agreed upon between the employer and the employees' authorised representative, and

- 35.5 The employer shall be supplied with an attendance slip signed by the employees' authorised representative as evidence of the employee's attendance at the meeting, and
- 35.6 Employees return to work as soon as practicable after the conclusion of such meetings.

36. HEALTH AND SAFETY

- 36.1 The attention of the parties is drawn to the employer's Policy on Occupational Health and Safety. This policy states a commitment to providing a healthy and safe workplace for the company's staff. Occupational health and safety is both an individual and shared responsibility of all employees of the company.
- 36.2 The attention of the parties is also drawn to the employer's Policy on Occupational Rehabilitation. In this policy the employer promotes the assistance of staff to an early, safe return to meaningful and productive work following illness and injury, and undertakes to provide a supportive climate in which those with chronic health conditions may maintain their work performance.
- 36.3 The employer and all employees shall take all reasonable precautions for the safety and health of all employees. Employees who become aware of damage or faults to equipment or the existence of other hazards that may endanger the health or safety of others shall immediately report such damage, fault or hazard to their immediate supervisor.
- 36.4 The employer shall not require any employee to lift, carry or move unaided any loads so heavy that its lifting, carriage or movement would be likely to injure the employee.
- 36.5 The employer shall ensure that no employee shall be required to undertake any work without proper instruction as to the dangers likely to arise in connection with that work and appropriate training as to the precautions to be taken to avoid those dangers. An employee's knowledge and experience may be taken into account in determining the nature of the training given.
- 36.6 In designated noise hazard areas suitable ear protection shall be provided for and worn by employees in accordance with legislative standards. An employee who is required to regularly work in a designated noise hazard area shall undergo audiometric tests annually at the employer's expense for so long as the employee continues to be employed in such an area. All testing shall be undertaken during the normal working hours.
- 36.7 All electric polishing and scrubbing machines and vacuum cleaners and their leads shall be checked by a registered electrician at intervals not exceeding six months.
- 36.8 Employees shall be instructed in fire safety procedures. 'Employees may also be instructed in fire-fighting methods and in the use of fire-fighting appliances and the location of fire escapes. It is agreed that all employees will do their utmost to prevent fire and render whatever assistance is possible to ensure the safety of patients and employees in the event of fire.
- 36.9 The employer acknowledges the importance of health and-safety representatives being involved in the planning stages of any new premises, devices,' work processes and working methods or alterations to existing ones, or any other changes which may affect the health and safety of members of the designated work group.
- 36.10 Health and safety representatives shall be permitted to take paid time as authorised by the employer for the purposes of carrying out the functions of a representative and undergoing training in health and safety matters and in the exercise of the functions of a representative.

37. EXISTING CONTRACTS AND AGREEMENTS

- 37.1 This agreement supersedes all previous contracts, agreements and any other employment agreement or terms and conditions of whatsoever nature whether express or implied.

38. CONTINUITY OF SERVICE

- 38.1 For the purpose of this agreement current continuous service will not be deemed to be broken by reason of the sale or transfer, including merger, of the employer's business, or a part of that business, to a new employer who continues to employ such employees without an interruption in

their service.

- 38.2 The employer shall give the employees' authorised representative at least 21 days prior notice of any contract change or change of agreement directly affecting the employment of any employees covered by this agreement.

39. VARIATION OF AGREEMENT

- 39.1 This agreement may be varied pursuant to the Employment Relations Act 2000 by agreement of the parties in writing.

40. COPY OF AGREEMENT

- 40.1 Upon request, employees shall be provided with a copy of this agreement as soon as practicable.

41. TERM OF AGREEMENT

- 41.1 This agreement shall come into force on the 11th day of October 2021 and shall continue in force until the 31st day of March 2024.

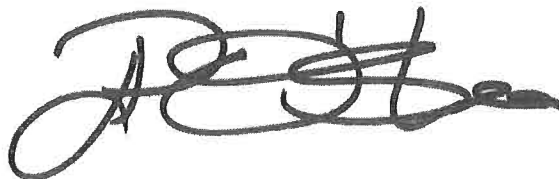
42. NON-UNION MEMBERS EMPLOYED UNDER THIS COLLECTIVE AGREEMENT

- 42.1 The parties agree that the employer will not pass on the terms of this settlement to non-union members including casuals until 3 months after members commence receiving the new Terms of Settlement.

Signed: .....

For Amalgamated Workers Union Inc

Date: 21.06.2022.....



Signed: Lexie O'Shea

For Nelson Marlborough District Health Board

Date:

APPENDIX A

Employees who have had the 80% penal rate for weekends grand-parented.

(All current Household Employees and AWUNZ members at time of ratification of this SECA)

Arlene	ARMSTRONG
Martyn	ATKINSON
Samuel	BARRETT
Irma	BEATON
Karen	BELL
Marilyn	BENTLEY
Paul	BLACKBOURN
Vanessa	BLOCKLEY
Kathryn	BOURKE
Christine	BYARS
Shane	CHAMBERLAIN
Susan	CHISNALL
Steven	CLARK
Maurice	ELLIOTT
Velonika	FAKAVA
Terence	FRANKLIN
Cheryl	FRANKLIN
Wendy	GIBBINS
Wayne	GILLESPIE
Alison	GRIGGS
Shane	HAMILTON
Jennifer	HART
Mahoka	HART
Larry	HARTLEY
Lea	HENNESSY
Karen	HODSON
Evelyn	HOLMWOOD
Shona	HUNTLEY
Mark	IRWIN
Thomas	JARMAN
Tracey	JOHNSON
Tracey	KEANE
Anna	KELLY
Marilyn	KENNETT
Nicholas	LOVELL
Craig	MACKLE
Lois	MACLEAN
Cherry	MARER
Christine	MARTIN
Clare	MASON
Thanh	MCALISTER
Diane	MCKAY
Lynette	MCKAY
Wendy	NEAL
Barry	NESBIT

Frederick	NEVE
Deborah	NICHOLSON
Kevin	O'LEARY
Katherine	OUGHTON
Kathryn	PAYTNER
Lawrence	POPE
Lex	QUAYLE
Dianne	ROBB
Kelly	ROSS
Gaylene	SHEEHAN
Teresita	SIMPSON
Gaynor	SOUTH
Elizabeth	SOUTH
Desley	SOUTHON
Teresa	STRATFORD
Kathryn	TAMIHANA
Warwick	TAYLOR
Chelsea	WADE
Alannah	WILSON
Denise	WOOSTER
Vicki	WRIGHTON

APPENDIX B

The list of employees who transferred from Spotless to NMDHB in 2018

Martyn	ATKINSON
Alice	CROSS
Maurice	ELLIOTT
Richard	GILLESPIE
Evelyn	HOLMWOOD
Marilyn	KENNETT
Craig	MACKLE
Clare	MASON
Lynette	MCKAY
Deborah	NICHOLSON
Gaylene	SHEEHAN
Teresita	SIMPSON
Desley	SOUTHON
Vicki	WRIGHTON

