



# **GOLDEN BAY COMMUNITY HEALTH**

## **MULTI UNION**

### **COLLECTIVE AGREEMENT**



NEW ZEALAND  
**NURSES**  
ORGANISATION

TŌPŪTANGA  
**TAPUHI**  
KAITIAKI O AOTEAROA

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# Contents

<b>A. SCOPE OF THE AGREEMENT</b>	<b>6</b>
INTENT OF THE PARTIES .....	6
PARTIES .....	6
COVERAGE & APPLICATION .....	6
EXISTING EMPLOYEES ON INDIVIDUAL EMPLOYMENT AGREEMENTS (IEAs) .....	7
NEW EMPLOYEES .....	7
SAVINGS .....	8
EXISTING CONTRACTS & AGREEMENTS / COMPLETENESS .....	8
TERM OF AGREEMENT .....	8
VARIATION .....	8
NON-WAIVER UNDERSTANDING .....	9
TE TIRITI O WAITANGI .....	9
DEFINITIONS .....	10
<b>B. HOURS OF WORK</b>	<b>14</b>
STATEMENT OF INTENT .....	14
THE ROSTERING WEEK .....	15
ORDINARY HOURS OF WORK .....	15
ROSTERS .....	17
HOURS OF WORK REQUIREMENTS .....	17
VARIATION OF HOURS OF WORK REQUIREMENTS .....	19
MEAL PERIODS AND REST BREAKS .....	19
OVERTIME AND PENAL TIME .....	20
PENAL RATES .....	22
<b>C. ALLOWANCES &amp; REIMBURSEMENTS</b>	<b>23</b>
CALL BACKS .....	23
ON CALL ALLOWANCE .....	24
TRANSPORT FOR CALL BACK .....	25
MEAL ALLOWANCE .....	25
HIGHER DUTIES .....	25
TRAVELLING EXPENSES & INCIDENTALS .....	25
OTHER .....	26
REIMBURSING ANNUAL PRACTISING CERTIFICATES & COMPETENCY CERTIFICATES .....	26
REIMBURSING REGISTRATION COSTS .....	27
INDEMNITY INSURANCE / COVER – PHYSIOTHERAPY, OCCUPATIONAL THERAPY AND ACTIVITIES STAFF, & PUBLIC HEALTH NURSES ONLY) .....	27

**D. SALARIES/REMUNERATION** **28**

---

PAYMENT OF WAGES / SALARY ..... 28  
REMUNERATION RANGE ..... 29  
SECTION ONE – MEDICAL RECEPTIONIST/ADMINISTRATION STAFF ..... 29  
SECTION TWO –PUBLIC HEALTH NURSING STAFF ..... 30  
SECTION THREE – SERVICE WORKERS INCLUDING COOKS AND KITCHEN ASSISTANTS..... 31  
SECTION FOUR – PHYSIOTHERAPY, OCCUPATIONAL THERAPY & ACTIVITIES STAFF..... 33  
SECTION FIVE – NURSING STAFF, MEDICAL ASSISTANTS AND HEALTH CARE ASSISTANTS..... 36  
SECTION SIX – ALIGNMENT WITH CARE AND SUPPORT WORKERS (PAY EQUITY) SETTLEMENT ACT 2017..... 40

**E. HOLIDAYS** **41**

---

PUBLIC HOLIDAYS ..... 41  
ANNUAL LEAVE..... 44  
OTHER LEAVE TYPES..... 45

**F. LEAVE** **47**

---

SICK LEAVE ..... 47  
ACCIDENTS – TRANSPORT OF INJURED EMPLOYEES..... 51  
WORK RELATED AND NON-WORK RELATED ACCIDENTS..... 51  
DOMESTIC LEAVE ..... 51  
BEREAVEMENT LEAVE ..... 52  
PARENTAL LEAVE ..... 54  
FAMILY/DOMESTIC VIOLENCE PROTECTION AND SUPPORT PROVISIONS ..... 58  
JURY SERVICE ..... 59  
WITNESS LEAVE ..... 60  
LONG SERVICE LEAVE ..... 60  
LEAVE WITHOUT PAY ..... 63  
LEAVE TO ATTEND MEETINGS..... 63

**G. UNION REPRESENTATION** **64**

---

UNION MEETINGS ..... 64  
RIGHT OF ENTRY ..... 65  
JOB DELEGATES ..... 65  
EMPLOYMENT RELATIONS EDUCATION LEAVE ..... 65  
DEDUCTION OF UNION FEES ..... 66

**H. WORKPLACE RESTRUCTURING** **66**

---

CONSULTATION & MANAGEMENT OF CHANGE ..... 66

MANAGEMENT OF STAFF SURPLUS .....	68
EMPLOYEE PROTECTION PROVISION .....	70
<b>I. PROFESSIONAL/EDUCATIONAL DEVELOPMENT</b> .....	<b>71</b>
PROFESSIONAL DEVELOPMENT AND RECOGNITION PROGRAMMES .....	73
CAREER FORCE COURSE FEES – HCA AND SERVICE WORKERS .....	75
<b>J. WORK ENVIRONMENT</b> .....	<b>76</b>
GENERAL CONDITIONS .....	76
UNIFORMS & PROTECTIVE CLOTHING.....	76
<b>K. TERMINATION OF EMPLOYMENT</b> .....	<b>77</b>
NOTICE PERIOD .....	77
ABANDONMENT OF EMPLOYMENT .....	78
REDUNDANCY .....	78
SUPERANNUATION .....	82
<b>L. PERSONNEL POLICIES &amp; PROCEDURES</b> .....	<b>82</b>
DISCIPLINARY CODE .....	82
HUMAN RESOURCES POLICY .....	82
HARASSMENT PREVENTION AND EEO POLICY.....	82
RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEM PROCESS .....	84
CONFIDENTIALITY & PUBLIC STATEMENTS .....	86
POLICIES & PROCEDURES .....	87
EMPLOYEE ACCESS TO PERSONAL INFORMATION .....	87
PAY & EMPLOYMENT EQUITY.....	87
HEALTH AND SAFETY .....	87
WHANAU / FAMILY FRIENDLY POLICIES .....	88
NO PASS ON PROVISION .....	88
CONTINUITY OF SERVICE .....	89
COPY OF AGREEMENT .....	89
<b>M. SIGNATORIES</b> .....	<b>90</b>
<b>APPENDIX A - CAREER AND SALARY PROGRESSION (CASP) FRAMEWORK</b> .....	<b>91</b>
<b>APPENDIX B - MERIT CRITERIA.</b> .....	<b>108</b>

Appendix A - Career and Salary Progression (CASP) Framework	85
Appendix B – Merit Criteria	101
Appendix C – Health Care Assistant Merit Application Flow Chart	106
Appendix D – Health Care Assistant Merit Categories	108

## A. SCOPE OF THE AGREEMENT

### Intent of the Parties

A1 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.

### Parties

A2 The Parties to this Multi Union Collective Agreement are:

The “employer”

- Nelson Bays Primary Health, operating as Golden Bay Community Health and based at the Golden Bay Integrated Family Health Clinic (referred to throughout this agreement as GBCH)

and the “Unions”

- Public Service Association (PSA)
- The NZ Nurses Organisation (NZNO)

### Coverage & Application

A3 This is a Multi Union Collective Agreement (MUCA) that is made pursuant to the Employment Relations Act 2000. The MUCA shall apply to all members of the NZNO and PSA unions and who are employed by GBCH in the following positions:

- Hospital Services Employees which include:
  - Kitchen Assistants
  - Household Employees
  - Cooks
  - Service Assistants
- Administration Staff
- Medical Receptionists
- Medical Assistants
- Health Care Assistants /Hospital Aides
- Health Care Assistant Team Leaders
- Enrolled Nurses
- Practice Nurses
- Registered Nurses

- Registered Nurse Shift Leader
- Public Health Nurses/ District Nurses
- Nurse Leader, including Hospital and Aged Care, Primary and Community
- Team Leader District Nurse
- Allied Health Assistants
- Allied Health, including
  - Physiotherapists
  - Occupational Therapists
  - Diversional Therapists
- Any other employees substantially employed in one of the above positions who may from time to time use an alternative title.

For non-union members it is agreed between the parties that the Individual Employment Agreement will be a mirror version of this agreement, with the exception that:

- a) The effective date of stated remuneration increases will be delayed by 3 months or more for non-union members performing roles covered within the scope of this MUCA; and
- b) MUCA negotiated terms will not be automatically passed on to existing staff with roles in scope of the MUCA, if they are not current union members (with the exception of delayed pay increases as noted in point a) above).

Terms and benefits contained in the MUCA version that was current at the time of the employee being identified as a non-union member will continue to apply until otherwise agreed with the individual employee. This does not prevent the employer offering these individuals the opportunity to move to a later mirror version of the MUCA periodically, providing the agreed 3 month delay in remuneration increases noted above remains in place.

#### **Existing Employees on Individual Employment Agreements (IEAs)**

- A4 Existing employees who are covered by the coverage clause of this MUCA (clause A3) who become PSA or NZNO members during the term of the MUCA shall, from the date of becoming a union member, be bound by all benefits and obligations relating to employees under this MUCA subject to the restrictions set out in the Employment Relations Act 2000.

#### **New Employees**

- A5 The parties agree that any employee whose work is covered by the coverage clause of this agreement (clause A3 above), who is engaged by the employer between the date this agreement comes into effect and the expiry date shall be offered information about becoming a member of the relevant union which is party to this agreement, as supplied by that union. The new employee shall from the date of becoming a union member, be entitled to all benefits, and be bound by all the obligations, under this agreement. Further to this, the provisions of Section 62 of the Employment Relations Act 2000 shall apply.

## Savings

- A6 **Savings:** Nothing in this MUCA shall operate as to reduce the ordinary time (T1) hourly rate applying to any employee at the date of this MUCA coming into force unless specifically agreed between the parties during the negotiations.

## Existing Contracts & Agreements / Completeness

- A7 This agreement supersedes all previous contracts, agreements and any other employment agreement or terms and conditions of whatsoever nature whether express or implied.

The parties to this MUCA have created the document by combining the relevant provisions of the 5 MECAs which applied prior to the establishment of GBCH.

These were:

- NZNO Primary Health Care MECA expiring 31 August 2014
- DHB's/NZNO Nursing and Midwifery MECA expiring 28 February 2015.
- DHBs/PSA Allied, Public Health and Technical MECA with an expiry date of 30 April 2014.
- DHBs/PSA Mental Health and Public Health Nursing MECA with an expiry date of 30 April 2014.
- NMDHB/CAWU and PSA Hospital Services Employees MUCA with an expiry date of 31 December 2013.

From 7 November 2022, Reception/Administration roles will be aligned with the DHB/PSA National Health Administration and Clerical Employees pay scales. This replaces the prior agreement for alignment with NZNO Primary Health MECA scales.

The parties agree that the purpose of this exercise was to capture the existing terms and conditions at the time of transfer and that any changes (except those subsequently negotiated and agreed between the parties) are inadvertent and will be corrected once brought to the other parties attention.

From 6 March 2017 all wages and salary in this agreement will, and in all future negotiations have pay parity with the corresponding wages and salaries with the corresponding MECAs listed above

## Term of Agreement

- A8 This MUCA replaces all previous agreements. It will come into effect on 1 September 2022 and shall remain in force until 31 August 2024.

## Variation



A9 Any variation to this MUCA shall be mutually agreed between all the parties and such variation shall be in writing and signed by all the parties.

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

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

#### **Non–Waiver Understanding**

A10 Failure by either party to enforce any right or obligation with respect to any matter arising in connection with this Agreement shall not constitute a waiver as to that matter, or any other matter, either then or in the future.

#### **Te Tiriti o Waitangi**

(a) Nelson Bays Primary Health, NZNO and the PSA acknowledge the importance of Te Tiriti o Waitangi as the constitutional basis of the relationship between Māori and the Crown, and the unique status of Māori as tangata whenua of Aotearoa/New Zealand.

(b) Nelson Bays Primary Health, NZNO and the PSA are committed to implementing Te Tiriti o Waitangi between Māori and the Crown and will promote and enable an understanding of the principles and their implementation in the workplace.

(c) The parties' obligations include:

(i) developing a good understanding of the needs and aspirations of whānau, hapū, iwi and Māori communities, including through building awareness of the aims of He Korowai Oranga - the Māori Health Strategy and the Māori Health Action Plan.

(ii) developing the capability (skills, knowledge and behaviour) required to engage meaningfully with Māori.

(iii) developing, in a supportive environment, knowledge of Te Tiriti o Waitangi and Te Ao Māori and how this applies in the context of the work we do and the communities we serve.

(iv) enabling all employees to gain an understanding of the responsibilities and obligations of Te Tiriti o Waitangi and be able to demonstrate this in our workplace.

(v) encouraging the development in, and the promotion of, Te Reo Māori.

(d) Nelson Bays Primary Health, NZNO and the PSA members acknowledge their respective responsibilities and commitments to the clauses above

## Definitions

**“Agreement”** - means the Nelson Bays Primary Health Golden Bay Community Health (NBPH - GBCH) Multi Union Collective Agreement for all employees.

**"Administration Staff"** means an employee who is wholly or substantially engaged in administration duties.

**“Allied Health”** The allied health professions each have a distinct, specialised body of knowledge and skills, and actively work with people accessing health and disability services across a range of settings. In their practice, allied health professionals provide services and engage in activities that may include: prevention, assessment/evaluation, identification/diagnosis, treatment, rehabilitation / habilitation, promotion of health and well-being, education, research and health services management.

To be part of the allied health professional workforce, health professionals must be:

- Involved in direct patient contact providing patient treatment, intervention or assistance, assessment, patient management and education, working in primary, secondary and tertiary care settings;
- From the commencement of this MUCA, tertiary trained undertaking recognised university degrees at undergraduate and/or graduate entry level;
- From the commencement of this MUCA, required to obtain specific qualifications to either obtain (or be eligible for) professional registration to practice, or to join the relevant professional association and have a specific professional qualification recognised by NZQA;
- Allied to each other and the medical, nursing/midwifery and technical/scientific professions, working together as part of multidisciplinary or inter-professional teams to achieve best practice outcomes for the client across the primary, secondary and tertiary health sectors; and
- 'Allied' with clients, the client's family/whanau and other carers, and with the community in order to achieve best outcomes for the client.

The parties recognise that historically, allied health professions have not always required a university degree as an entry point to the profession. This coverage clause is not intended to exclude employees who:

- do not hold a university degree but who have achieved registration with their regulatory authority; or

- hold a position for which the current requirement is to have a university degree and/or registration but who does not hold that university degree.

**“Allied Health Assistant”** - A health assistant works under the direction and supervision of an allied health or public health, professional.

**“Casual employee”** - means an employee who has no set hours or days of work and who is normally asked to work as and when required. Casual employees cannot be used to replace genuine permanent or temporary situations except to meet business requirements when no other alternative is available. Nothing in this definition shall preclude casual employees from moving through the pay scale in this agreement or accessing the provisions of PDRP Allowance where they have obtained and continue to maintain their competency as per Nursing Council requirements. NB: Each period of employment of a casual employee is treated as a discreet and separate engagement, with no on-going entitlement to employment.

**“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.

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

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

**"Employee"** means any person employed by GBCH and whose position is covered by this MUCA.

**"Employer"** means Nelson Bays Primary Health, operating as Golden Bay Community Health and based at the Golden Bay Integrated Family Health Clinic (referred to throughout this agreement as GBCH)

**"Enrolled Nurse"** has the same meaning as in the Health Practitioners' Competence Assurance Act 2003 and its successors.

**"Full time employee"** means an employee who works not less than the "ordinary" or "normal" hours set out under "hours of work" in this MUCA. These are 80 hours per fortnight, with the exception of Allied Health where the ordinary hours are 40 hours per week.

**“Harassment”** - Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence and other forms of intimidating behaviour

**“Health Care Assistant (HCA)”** or **“Hospital Aide (HA)”** means an employee who is an auxiliary to the nursing team, and is able to perform tasks in their position description relating to patient care and who works under the direction of a registered nurse.

**“Hospital Services Employee”** is an employee, designated as such by the employer, and appointed to work substantially in one of the following classifications:

**“Hospital Services Assistant”** is an employee substantially employed on one or more of the following cleaning/clerical or patient related duties: general ward cleaning, 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 RNs 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 RNs as required.

**“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.

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

**“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, tray line duties, cafeteria duties including handling of cash, beverage service, processing of dietary requirements and any other tasks relevant to the position.

**“Medical Receptionist”** means a person who is employed to undertake medical receptionist duties.

**“Night Duty”** means any duty in which part of the duty is worked between midnight and 5:00am on any day of the week.

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

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

- Are qualified for registration under the HPCA as comprehensive, general and/or obstetric nurses, ; or
- Are qualified for enrolment in terms of the HPCA as enrolled nurses or nurse assistants; or
- Are undergoing a course of training prescribed by the registration body (Nursing Council) with a view to registration as aforesaid; or
- Or are employed as Hospital Aides or Health Care Assistants.

**“Other Nursing staff and HealthCare Assistants”** means those employees who occupy positions that were formally part of the Nelson Marlborough District Health.

**“Ordinary time hourly rate of pay”** shall be the hourly rate of pay paid to the employee. T1 refers to the ordinary time hourly rate of pay; T1.5 refers to one and a half times the ordinary time hourly rate of pay.

**“Part-time employee”** means an employee, other than a casual employee, who is employed on a permanent basis but works less than the ordinary or normal hours prescribed in this MUCA (that is 80 hours per fortnight or for Allied Health, 40 hours per week). Any wages and benefits (except sick leave), e.g. leave, will be pro rata according to the hours worked unless specifically stated otherwise in this MUCA.

**“Pay Week” for the purpose of calculating the pay, the pay week is defined as the first full duty after midnight Sunday/Monday to the first duty commencing before the next midnight Sunday/Monday, and pay fortnight”** has a corresponding meaning involving two consecutive weeks.

**“Penal rate”** is the rate of pay for time worked (other than overtime) within ordinary hours of work.

**“Permanent employee”** means an employee who is employed for an indefinite term; that is, an employee who is not employed on a temporary or casual basis.

**“Public Health”** - public health professionals provide services for the purpose of improving, promoting, or protecting public health including preventing population-wide disease, disability, or injury; through-

- Health Protection Services, which include regulatory functions: and
- Health promotion services.

**“Registered Nurse”** has the same meaning as in the Health Practitioners' Competence Assurance Act 2003 and its successors.

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

**“Rostering”** is the process whereby management schedule employee’s working days and hours for employees who do not have fixed hours and days of work.

**“Senior Nurses”** means a nurse who is appointed into a designated senior position and is paid on the scale in Section D of this document

**“Service”** means the current continuous service with the current employer and previous continuous service with an entity which became part of GBCH.

**“Shift work”** is defined as the same work performed by two or more employees or two or more successive sets or groups of employees working successive periods. A qualifying shift has a corresponding meaning.

**“T1”** means the ordinary hourly rate of pay.

**“T1.5”** means one and one half the ordinary hourly rate of pay.

**“T2”** means double the ordinary hourly rate of pay.

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

## B. HOURS OF WORK

<b>Statement of Intent</b>
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B1 The employer recognises the need for employees to balance their work life with their recreational and home life, and is committed to active participation in the management of workloads and working time that achieves staff and management goals, and results in realistic work expectations.

GBCH and the NZNO and PSA recognise that a degree of stress is a part of the modern workplace. The employer makes a commitment to working with staff to develop policies and practices that attempt to minimise the negative impact stress has on workers' lives.

B2 Nothing in this document is intended to vary the hours of work arrangement that apply at the time that this MUCA comes into force. The hours of work can only be varied by application of the change of hours provisions in this agreement, clauses B9-B11.

Nothing in this document is intended to vary existing hours of work arrangements except by consultation between parties.

### **The Rostering Week**

- B3 The week shall start and end at midnight each Sunday/Monday, When the major part of a duty falls on a particular day, the whole duty shall be regarded as being worked on that day. This provision does not relate to remuneration but only to rostering conventions for days off.

### **Ordinary Hours of Work**

- B4 Unless otherwise specified the ordinary hours of work shall be either:
- Eighty (80) hours in each two week period (14 days), worked as not more than ten (10) duties, provided that for rostered shift work the ordinary hours of work may average forty (40) hours per week during a period of up to seven (7) weeks, or the applicable roster period, whichever is the lesser; or
  - Eighty (80) hours in each two week period (14 days), worked as not more than ten (10) duties between 0600 and 2000 hours, Monday to Friday,
  - For Allied Health only - Forty (40) hours in each week worked as not more than five (5) duties between 0600 and 2000 hours, Monday to Friday.

Except for overtime, no employee shall work more than five (5) consecutive duties before a day(s) off, provided that an alternative arrangement may be implemented by agreement between the employer and a majority (measured in full-time equivalents) of the directly affected employees. Every employee shall have two periods of at least 24 hours off duty each week, and except in the case of emergencies or by agreement, these shall be consecutive.

When an employee finishes their last night shift, the off-duty period commences after the minimum break between shifts

The ordinary hours of work of existing employees shall not be changed without agreement.

The employer will endeavour to ensure safe staffing levels and appropriate skill mix in work areas.

The ordinary working hours of an employee employed full-time shall be either:

- 80 per fortnight; or
- For Allied Health only - 40 per week; or
- The equivalent average in the case of a roster cycle exceeding a fortnight.

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

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

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

The ordinary hours of work for a single duty shall be up to a maximum of ten (10) hours, though if mutually agreed may be up to a maximum of 12 hours.

Shifts shall be no less than 4 hours per day, except by mutual agreement between the employee and employer.

A duty shall be continuous except for the meal periods and rest breaks provided for in this Agreement.

**B5** Minimum break between spells of duty:

- a. A break of at least twelve continuous hours must be provided wherever possible between any two periods of duty of a full shift or more. Note: if the employee requests a lesser break the overtime payments will not apply.
- b. Periods of a full shift or more include:
  - Periods of normal rostered work; or
  - Periods of overtime that is continuous with a period of normal rostered work;
 Or
  - Full shifts of overtime/call back duty.

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

If a break of at least nine continuous hours cannot be provided between periods of a full shift, the shift is to be regarded as continuous until a break of at least nine continuous hours is taken, and it shall be paid at overtime rates, with proper regard to the time at which it occurs and the amount of overtime which precedes it.

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

Except, for those employees who are called back between 2300 and 0500 hours, the break must be provided afterwards unless otherwise agreed between the employer and employee. Time



spent off duty during ordinary working hours solely to obtain a nine hour break shall be paid at ordinary time rates. Any absence after the ninth continuous hour (or fourth continuous hour where applicable) of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.

The penalty payment provisions of this clause will not apply in any case where the result would be to give an employee a lesser payment that would otherwise have been received.

- B6 Where the employer requires employees to complete core competencies and any mandatory training as part of their education, the time so occupied shall be deemed to form part of their hours of work.

## **Rosters**

- B7 Health and Safety legislation requires the employer to take all practical steps to prevent harm occurring to employees from the way work is organised. The employer will endeavour to ensure safe staffing levels and appropriate skill mix in work areas. There shall be a programme of regular monitoring of staffing levels and skill mix. Any identified staffing deficiencies shall be addressed.

Therefore, in designing and implementing shift rosters to meet service needs, the employer shall ensure the disruption, personal health effects and fatigue associated with shift work are minimised for the group of workers involved. Roster templates and changes to roster templates shall be jointly developed and reviewed by the employer, representatives of affected employees and the unions.

Where an employee is required to start and/or finish work at changing times of the day and/or on changing days of the week, then a roster shall be produced.

Rosters will be published not less than 28 days prior to the commencement of the roster, provided that less notice may be given in exceptional circumstances. Rosters posted will show duties for a minimum 28 day period. Changes in rosters, once posted, shall be by mutual agreement.

Single days off for full time staff shall be avoided as a routine rostering device, and there shall be no more than one single day off for an employee during a four (4) week period. Employees shall be discouraged from requesting single days off.

Employees may exchange shifts or duties by mutual agreement and with the prior approval of the employer. In this case, no additional payment (such as overtime rates) will apply.

## **Hours of Work Requirements**

- B8 The employer shall document the hours of work requirements for each position for which an employee, other than a casual employee has been engaged or is for the time being fulfilling. The written hours of work requirements shall be provided to the employee.

As a general principle, when additional shifts are required, preference will be given in the first instance to part-time and permanent employees.

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.

#### Patient care guidelines for registered nurses

In the event that an acute staffing shortage cannot be alleviated, patient care, and the volume and range of services may be reduced in accordance with direction by the appropriate manager and employer policies. In addition the following escalation process shall apply: When a nurse considers they have reached the limits of safe practice they will be supported to resolve the situation as follows:

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

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

- The most senior nurse or midwife in GBCH, at the time of the event, will report the event to the most senior manager in GBCH as soon as is reasonably possible.
- Direct assistance will then be given from this level in the organisation, and the event reported to the Chief Executive or their delegate as soon as is reasonably possible.

All incidents shall be reported and investigated and a union delegate will be involved in investigations and corrective measures.

The parties agree that with respect to rosters and hours of work, initiatives for innovation and flexibility may be trialled within a GBCH for a defined period. The conditions of such trial shall be mutually agreed between the directly affected parties prior to commencement. At the end of the trial an evaluation based on agreed criteria must be completed within a set timeframe. The results of the trial are to be forwarded to the relevant union for consideration as to whether it may be applied through a variation to this MUCA.

Full time employees will not be required to change between day and night duties more than once in any 80 hour fortnight, unless there are unforeseen circumstances or at their own request. GBCH acknowledges that frequent change between day and night shift is not ideal.

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.

#### Variation of Hours of Work Requirements

- B9 **Emergencies** - The employer may require variations to hours of work requirements to meet the needs of emergencies.
- B10 **Occasional variations** - to the times of day and/or days of week to meet service requirements shall be by agreement between the employer and the directly affected employee(s).
- B11 **Long term / permanent changes to hours of work requirements** - except as provided for above, where the employer requires an employee to change their hours of work requirements to meet service needs, then a minimum of six (6) weeks prior notice of the change shall be given for the purpose of reaching written agreement between the employee and the employer. Such agreement shall not be unreasonably withheld. Should mutual agreement not be reached the employer reserves the right to use the management of change provisions to effect the change. A shorter period of notice than six (6) weeks may be applied by agreement. The employee's representative shall also be advised of the notice of the change at the same time as the employee.

The parties note that this provision is not in lieu of the management of change provisions.

No employee shall be discriminated against for not agreeing to change their hours of work requirement.

#### Meal Periods and Rest Breaks

- B12 Meal Breaks and rest periods shall be observed in accordance with the Employment Relations Act as set out below.

<b>Work period</b>	<b>Break entitlement</b>
2 hours or more, up to and including 4 hours	1 10 minute paid rest break
More than 4 hours, up to and including 6 hours	1 10 minute paid rest break, and 1 30 minute unpaid meal break
More than 6 hours, up to and including 10 hours	2 10 minute paid rest breaks, and 1 30 minute unpaid meal break

More than 10 hours, up to and including 12 hours	3 10 minute paid rest breaks, and 1 30 minute unpaid meal break*
More than 12 hours, up to and including 14 hours	3 10 minute paid rest breaks, and 2 30 minute unpaid meal breaks*

\* In addition, an employee who works a 12 hour shift shall be paid for one of the half hour meal breaks. The second meal break is to be taken after having worked eight hours of the shift. Such meal breaks shall be arranged so as to be spaced as near as possible at equal intervals.

The employer undertakes to stress to operational managers the need for staff to be able to take an adequate meal break during their working day, and their responsibility to ensure that this happens to the best of their ability.

Casual staff are entitled to meal breaks and payments for such breaks as apply equally to permanent staff.

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

During the meal break or rest breaks specified above, free tea, coffee, milk and sugar shall be supplied by the employer when the break is taken on the premises. This shall not apply when employees are working off site.

The employer shall ensure so far as practicable, given the employers operational requirements and resources, that appropriate facilities are to be provided in the workplace for an employee who wishes to breastfeed and that appropriate breaks are provided for this. Such breaks shall be unpaid unless otherwise agreed.

Physiotherapy, Occupational Therapy and Activities staff, Public Health Nurses and other Nursing staff and Health Care Assistants employed before 1 September 2014 - An employee unable to take a meal after five hours duty shall be paid at time-half rate (T0.5) in addition to normal/ordinary rate of pay from the expiry of five (5) hours until the time when a meal can be taken.

All staff employed after 1 September 2014 – If an employee is unable to take a meal after five hours duty the General Manager will review this situation and consider if this employee shall be paid at time-half rate (T0.5) in addition to normal/ordinary rate of pay from the expiry of five (5) hours until the time when a meal can be taken. Consideration will be given to circumstances of the shift, including workload requirements and extenuating circumstances.

<b>Overtime and Penal Time</b>
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B13 All overtime worked must be authorised by the employer prior to being undertaken.

Overtime shall be paid at one and one half times (T1.5) the hourly rate of pay, unless a different rate is specified in B16 below. Overtime is time worked in excess of the ordinary hours of work as defined in B4.

Conditions in which overtime is payable, or time off is credited are as follows:

- The minimum break conditions of this agreement are not met or
- Time worked in excess of eight hours per day or the rostered duty whichever is the greater or
- The work hours exceed 80 hours per fortnight
- The General Manager, GBCH has given approval for additional hours worked to be paid as overtime, due to extenuating circumstances

B14 Equivalent time off for work performed outside normal hours may be granted in lieu of overtime by agreement between the employee and the manager concerned.

B15 Where the employer and employee have agreed on an all-inclusive salary, specified additional time is deemed to be compensated in the all-inclusive salary. Where the employee has worked additional hours in excess of the amount specified in the letter of offer of employment, the employee shall be entitled to take equivalent (ie 1 hour overtime worked for 1 hour ordinary time off) paid time off work at a mutually convenient time. For those employees where superior entitlements to these were available, such entitlements shall be retained by the Individuals concerned.

B16 Different overtime rates

Physiotherapy, Occupational Therapy and Activities staff, Public Health Nurses and other nursing staff and Health Care Assistants - Overtime worked on any day (other than a public holiday) from midnight Sunday/Monday to midnight on the following Friday shall be paid at one and one half times the normal hourly rate of pay (T1.5) for the first three hours and at double the normal hourly rate of pay (T2) thereafter.

Overtime worked from 2200 until the completion of a rostered night duty Sunday to Friday, or from midnight Friday to midnight Sunday/Monday, or on a public holiday shall be calculated at double the ordinary rate (T2).

Public Health Nurses - Overtime worked on a public holiday shall be paid at double the normal/ordinary hourly rate of pay (T2). In addition the employee shall be granted an alternative holiday in accordance with the provisions of the Holidays Act.

For calculating the qualifying period for the payment of overtime employees absent from duty if on sick leave, annual leave, or other authorised paid leave shall be regarded as having worked all the hours they were rostered for on that particular day.

Service workers, including cooks and kitchen assistants - 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 (T1.5) for the first three hours and at double the normal hourly rate of pay (T2) thereafter.

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).

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.

Public Health Nurses - Overtime worked from 2200 0600 Sunday to Friday, or from midnight Friday to midnight Sunday/Monday, or on a public holiday shall be calculated at double the ordinary rate of pay.

- B17 Equivalent time off for work performed outside normal hours may be granted in lieu of authorised overtime by agreement between the employee and the manager concerned. In the event that agreement is not reached, Overtime rates shall be paid.

No employee shall be required to work for more than 12 consecutive hours where their normal shift is of 8 or 10 hours' duration.

- B18 Part Time Employees - On a daily basis, should there be an arising issue of urgency that unexpectedly requires the employee to work a minimum of 30 minutes beyond a full time shift as defined under B4 then this additional time and any subsequent hours will be paid at one and one half times (T1.5) the hourly rate of pay.

Time worked beyond a full time shift as defined under B4 but less than 30 minutes will be remunerated at T1 or time in lieu as agreed.

An employee working more than their usual hours of work on a weekly basis, but less than the fulltime ordinary hours as specified under B4, is entitled to payment for the extra hours at their ordinary time rate (T1).

<b>Penal Rates</b>
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- B19 The following penal rates in addition to the ordinary rate shall apply to hours worked on nights, weekends and public holidays.

Weekend rate - applies to ordinary time (other than overtime) worked after midnight Friday/Saturday until midnight Sunday/Monday shall be paid at time one half (T0.5) in addition to the ordinary hourly rate of pay.

Public Holiday rate — applies to those hours which are worked on a public holiday. This shall be paid at time one (T1) in addition to the ordinary hourly rate of pay.

Night Rate - applies to ordinary hours of duty (other than overtime) that fall between 2000 and completion of shift from midnight Sunday/Monday to midnight Friday/Saturday and shall be paid at quarter time (T0.25) in addition to the normal/ordinary hourly rate of pay but not in addition to any overtime rate.

B20 Overtime and penal rates shall not be paid in respect of the same hours, the higher rate will apply.

## C. ALLOWANCES & REIMBURSEMENTS

<b>Call Backs</b>
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### C1 Call Back

An employee in receipt of the on call allowance shall be paid for a minimum of **three hours for** all staff, or for the actual working and travelling time, whichever is the greater, at the appropriate overtime rate, when the employee:

- is called back to work after completing the day's work, and having left the place of employment,
- 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.

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.

A call back only occurs where an employee who is on call is required to return to work.

A call back does not include the situation where an employee who is not on call is asked to work and can choose to accept or decline the additional work.

In lieu of payment for call back the employer and employee may jointly agree for the employee to take equivalent (i.e. one hour overtime worked for one hour ordinary time off) paid time off work at a mutually convenient time.

Where the employer and employee have agreed on an all inclusive salary, specified call back time is deemed to be compensated in the all-inclusive salary. Where the employee has worked call back hours in excess of the amount specified in the letter of offer of employment, the employee shall be entitled to take equivalent (i.e. 1 hour overtime worked for 1 hour ordinary time off) paid time off work at a mutually convenient time.

### **On Call Allowance**

C2 In the interests of healthy rostering practices, the parties agree that the allocation of on-call time shall be spread as evenly as practicable amongst those required to participate in an on-call roster taking into account employer and employee needs.

C3 On call allowance rates:

Where an employee is instructed to be on call during normal off duty hours, an on call allowance of \$8.00 per hour will be paid except on Public Holidays when the rate shall be \$10.00 per hour. These rates shall be paid in addition to other remuneration.

All on call rates in this agreement will maintain parity with the corresponding on call allowances in the DHB MECA.

Unless by mutual agreement or in emergencies, no employee shall be required to remain on call for more than 40% of the employee's off-duty time in any three-weekly period.

The on call allowance is payable for all hours the employee is rostered on call including time covering an actual call out.

Where the employer and employee agree to an all-inclusive salary, on call allowance will not apply. Where the employee is required to be on call in excess of the amount specified in the letter of offer of employment, the employee shall be entitled to take time in lieu equivalent in value of the allowances.

C4 Where an employee is rostered on an on-call roster and received a work-related telephone call where the issue can be resolved over the telephone, and that does not result in a call back, they shall be entitled to payment of \$10.00 per call (regardless of the duration of the telephone call).

An employee who responds to a call back by the way of telephone and who is subsequently required to return to work in relation to the same matter shall be paid in accordance with clause C1 and shall not receive payment under clause C4 as well.

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



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

#### **Transport for Call Back**

- C5 Transport for call-back duty where an employee who does not reside in GBCH 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:
- Provide the employee with transport from the employee's place of residence to the workplace and to the place of residence from the workplace; or
  - Reimburse the employee the actual and reasonable travelling expenses incurred in travelling from the employee's place of residence to the workplace or from the workplace to the employee's place of residence or both travelling to and from the workplace.

#### **Meal Allowance**

- C6 A shift worker who works a qualifying shift of eight hours or the rostered shift, whichever is the greater, and who is required to work more than one hour beyond the end of the shift (excluding any break for a meal) shall be provided with a meal.

#### **Higher Duties**

- C7 A higher duties allowance shall be paid to the following employees who at the request of the employer is substantially performing the duties and carrying the responsibilities of a position or grade higher than the employees own.

Service workers, including cooks and kitchen assistants - Employees performing supervisory duties shall be paid an additional allowance of \$2.50 per hour whilst performing those duties. This rate will maintain parity with the corresponding higher duties allowance in the NMDHB CEA for Hospital Services Employees.

All Other Employees - The higher duties allowance payable shall be \$3.00 per hour provided a minimum of 8 consecutive hours of qualifying service is worked per day or shift.

After 5 consecutive working days of performing the duties of the higher position, the allowance payable shall be the difference between the current salary of the employee acting in the higher position, and the minimum salary the employee would receive if appointed to that position.

#### **Travelling Expenses & Incidentals**

- C8 When travelling on employer business, the employee will obtain approval in line with NBPH policy for the travel prior to making any travel bookings. For expenses not paid directly by the employer, the employee will be reimbursed for costs on an actual and reasonable basis on presentation of receipts provided these receipts are presented within one month of the travel being completed

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.

- C9 General: In circumstances not addressed by the above clause, any expenses incurred on behalf of the employer shall be reimbursed in accordance with NBPH policies.

#### **Other**

- C10 Service workers, including cooks and kitchen assistants employed before 1 September 2014 — where those provisions existed in Collective Agreements that were in place prior to 30 June 2007 at NMDHB all employees shall continue to be entitled to the allowance.

- C11 Broken Shifts - Service workers, including cooks and kitchen assistants employed before 1 September 2014 only - 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 \$15.00 per week in excess of the ordinary weekly wages provided in this agreement, or \$3.00 per day for relieving, casual or part-time workers.

- C12 All daily or weekly allowances throughout this agreement shall be paid pro rata for part-time or casual employees.

#### **Reimbursing Annual Practising Certificates & Competency Certificates**

- C13 Annual Practising Certificate (APC) - Where an employee is required by law to hold an annual practising certificate, the employer shall fully reimburse the cost of the certificate, provided that:

- It must be a statutory requirement that a current certificate be held for the performance of duties.
- The employee must be engaged in duties for which the holding of a certificate is a requirement.
- Any payment will be offset to the extent that the employee has received a reimbursement from another employer.
- The employee must be a member of the particular occupational class to whom the requirement applies.

- C14 Where the employee works for more than one employer, the employer shall pay a portion of the cost pro-rated to the number of employers.

The Employer will only contribute to one APC unless there are operational requirements for an employee to maintain more than one APC.

- C15 Where the employer requires employees to hold a competency certificate issued by a professional association, the employer will reimburse the associated fees incurred.

#### **Reimbursing Registration Costs**

- C16 Professional Association Fees - The employer will reimburse in full (on presentation of official receipts) the membership fee of one approved Professional Association per annum as listed below if:

- The membership is directly relevant to the employee's duties and  
The professional association does not act as the acting union for its members. Where an association does become the acting union, it will be removed from the list. The parties will review the composition of this list and the amounts payable at each negotiation. The list may be amended as agreed by the parties.

This reimbursement is provided that, if the employee also works for another organisation or in private practice, the employer will only be required to pay the amount on a pro-rata basis.

#### **Indemnity Insurance / Cover – Physiotherapy, Occupational Therapy and Activities staff, & Public Health Nurses only)**

- C17 The employer agrees to indemnify employees for legal liability for costs and expenses, including legal representation where required, in respect of claims, actions or proceedings brought against the employer and/or employees arising in respect of any:

- Negligent act, or
- Error, or
- Omission

whilst acting in the course of employment.

Employees will not be covered where such claim, action or proceeding:

- Arises from any wilful or deliberate act, or
- Is restricted solely to any disciplinary proceedings being taken by the governing registration body and or/professional association, or
- Relates to activities undertaken by the employee that are outside the scope of the employment agreement with the employer, or
- Relates to activities undertaken by the employee that are outside the scope of

practice or the employee's position and/or profession.

Provided that any such reasonable costs or expenses are first discussed with the employer before they are incurred. If the employee or the employer identifies a conflict of interest, the GBCH will provide and pay for independent legal representation for both parties. (PSA Allied PH & T and Public Health Nurse only).

## D. SALARIES/REMUNERATION

### Payment of Wages / Salary

D1 Employees will be paid weekly or fortnightly in arrears by direct credit. Where errors, other than overpayment, have occurred as a result of employer action or inaction, corrective payment must be made within three working days of the error being brought to the employer's attention.

At the termination of the employment all wages and other payments due under this agreement shall be paid without delay.

The provisions of the Employment Relations Act 2000 and subsequent amendments with regard to wages and time records shall apply.

D2 The employees shall complete timesheets as required by the employer and submit these on or before the pay period cycle due date. Wherever practicable any disputed items shall not be changed without first referring it to the affected employee.

D3 Where an employee has taken leave in advance of it becoming due, and the employee leaves before the entitlement has accrued, the employer will deduct the amount owing in excess of entitlement from the employee's final pay.

D4 Deductions may be made from remuneration for any absence due to the default of the employee or for sickness in excess of paid sick leave entitlement or compensable accident.

D5 Overpayment Recovery Procedures - Attention is drawn to the Wages Protection Act 1983. The provisions of this Act, or any amendment or Act passed in substitution for this Act, shall apply.

In the event of an overpayment of remuneration the employer and employee shall agree on reasonable repayments by deduction from wages / salary, except upon termination where any remaining overpayment may be recovered in full from any monies owed by the employer to the employee. Where agreement cannot be reached following discussion, the employer may

deduct the overpayment either in full or by way of Instalments provided 10 working days' notice is provided and that any single deduction will not exceed 5% of net pay.

<b>Remuneration Range</b>
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<b>Section One – Medical Receptionist/Administration Staff</b>
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**D6 Medical Receptionist/Administration Staff Scale**

Operation of Salary Scales:

- (a) the salary scales below shall be applied to the respective groups of employees.
- (b) on appointment, the employer shall place employees on the appropriate step of the relevant scale, recognizing the following factors:
  - (i) other relevant work and life experience;
  - (ii) the degree of difficulty in recruiting for specific skills and/or experience required for the position.

Progression

Progression through all steps in each scale shall be by automatic increment on an employee's recognised anniversary date. The recognised anniversary date for staff employed prior to 07 November 2022 will be on anniversary of this 07 November effective date, being the date of transition to the new pay scale detailed below. For staff employed into these roles after 07 November 2022, the recognised anniversary date will be their start date in the administration/reception role.

**Hourly rates of pay**

*Pay Scale Source: Schedule 2, Band 2 - National Health Administration and Clerical Employees PSA DHB Pay Equity Settlement Agreement 2022*

Step	Medical Receptionist/Administration Staff	
	From 07/11/2022	
Step 4	\$63,240	\$30.32
Step 3	\$60,552	\$29.00
Step 2	\$57,865	\$27.73
Step 1	\$55,177	\$26.45

This Pay scale above **replaces** those previously applied to Medical Receptionist/Administration staff sourced from Clause A7 NZNO Primary Health Care MECA. The previous pay scales are listed below for transition reference;

Step	Medical Receptionist/Administration staff	
	From 01/11/2018	
Step 4	\$22.65	
Step 3	\$21.98	
Step 2	\$20.97	
Step 1	\$19.63	

A Merit Allowance of \$1.35 per hour for Levels 1 and 2 were previously applied where relevant for eligible staff, in accordance with the Primary Health MECA pay scales.

For transition to the new pay scales,

- transition with increases will be applied effective 07 November 2022
- length of service in the reception/administration role will be recognised when determining the appropriate transition step within the Band 2 pay scale
- should a staff member currently be on a higher existing rate in this role, it is agreed that no decrease in this pay rate will occur.

## Section Two –Public Health Nursing Staff

### D8 Salary Scale for Public Health Nurses

*Pay Scale Source: Clause 12.4 - DHB/PSA Mental Health & Public Health Nursing MECA 1 Oct 2020 – 31 December 2022, scale for Community Mental Health and Public Health Nurses.*

	Current	MECA Adjustment 1/09/21	Pay Equity Adjustment 1/09/21	Base Rates 1/09/21	PDRP	
Step 8	83,712	85,512	89,512	89,512	P	*
Step 7	78,993	80,793	84,793	84,793	P	*
Step 6	77,443	79,243	83,243	83,243	P	A
Step 5	72,945	74,745	78,745	78,745	P	A
Step 4	65,652	67,452	71,452	71,452	P	A
Step 3	62,138	63,938	67,938	67,938	P	A
Step 2	58,491	60,291	64,291	64,291	P	A
Step 1	54,034	55,834	59,834	59,834	P	A

A = Automatic Step

P = PDRP can be accessed

\* = Progression to this step shall occur on the basis of satisfactory performance

Y = Automatic step

P = PDRP can be assessed

### Additional matters relating to salary

Salary Increments While on Study Leave - Employees on full-time study leave with or without pay shall continue to receive annual increments.

Satisfactory Performance - Movement within the salary scales shall be by automatic annual increment, except for those positions where advancement through the grades is denoted as annual subject to satisfactory performance, which will be assumed to be the case unless the employee is otherwise advised.

- The individual will be advised as soon as possible and the appropriate performance management process will be followed.
- Where an employee is advised that they shall not be receiving their increment, the employee may seek a review of the decision through their manager's Manager.

Salary Placement on Appointment - For the purposes of placement on the appropriate step on the salary grade, service that is substantially similar to the position being filled, shall be recognised on the basis of one salary step per year of experience up to the maximum automatic step for the salary grade.

### **Section Three – Service workers including cooks and kitchen assistants**

D9 The following hourly rates of pay shall apply to the respective positions below.

To align with the NMDHB Collective Employment Agreement for Hospital Service Workers employees, movement through pay scales for Service Workers (including Kitchen Assistants, Cleaners, Cooks and their Supervisors) is directly linked to the employee achieving relevant qualifications. Proof of achievement of a relevant qualification is required by the employer and will be held on the employee HR file.

Refer to Section I: Professional / Educational Development section for information on the support provided by the employer to enable employees to gain recognised qualifications.

Pay Scale Source: CI 5.1 NMDHB/AWUNZ Hospital Services Employees Collective Employment Agreement 11 October 2021 – 21 March 2024

#### **Service Workers, Kitchen Assistants, Cleaners**

Grade		1 April 2022	1 April 2023
4	NZQA Level 3 Qualification	\$27.18	\$27.68
3	NZQA Level 2 Qualification	\$25.94	\$26.44
2	12 Months No qualifications	\$24.58	\$25.08

1	Commencement No qualifications	\$22.75	\$23.25
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### **Cooks / Evening Cooks**

Grade		1 April 2022	1 April 2023
4	NZQA Level 3 Qualification	\$29.18	\$29.68
3	NZQA Level 2 Qualification	\$27.94	\$28.44
2	12 Months No qualifications	\$26.58	\$27.08
1	Commencement No qualifications	\$24.50	\$25.00

### **Supervisors**

Grade		1 April 2022	1 April 2023
4	NZQA Level 4 Qualification	\$31.68	\$32.18
3	NZQA Level 3 Qualification	\$30.44	30.94
2	NZQA Level 2 Qualification	\$29.08	\$29.58
1	Commencement No qualifications	\$27.00	\$27.50

Kitchen Assistants and Cleaners that interchange between these two roles - For employees that work in both Cleaner and Kitchen Assistant roles, the hourly rate of pay will remain consistent regardless of the position duties performed. The pay grade relevant to the employee's highest qualification achievement in either Kitchen Hand or Cleaning will be applied to all hours worked.



All inclusive salary - Where the employer and employee have agreed on an all-inclusive salary, the salary is set to include compensation for agreed quantities of normal hours of work, overtime, hours to which penal rates apply, call backs and on-call duty, as applicable, and this should be specified in the letter of offer of employment.

On appointment, the employer may place an employee on any Grade 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

#### **Section Four – Physiotherapy, Occupational Therapy & Activities staff**

##### D10 Application of All Salary Scales

###### Full Time Salary Rates

The following salaries are expressed in full time forty hour per week rates. Where an employee's normal hours of work are less than forty per week the appropriate salary for those hours shall be calculated as a proportion of the forty hour rate.

Placement of New Employees on Salary Scales - When determining the appropriate placement of new employees on the automatic steps of any scale the employer will take into account the employee's years of experience in the occupation.

###### Additional Progression Step

- a) The following salary scales have an additional progression step: Allied & Public Health.
- b) Progression from the top automatic salary step to the additional progression step is dependant on the achievement of mutually agreed objectives, which are set prospectively when the employee reaches the top automatic salary step. This would normally occur in conjunction with the employee's annual performance review.
- c) The employee will write to the team leader/ manager requesting a meeting to set objectives. In the event that the manager and the employee cannot agree on the objectives the employee may consult with the PSA. If there is still no agreement the manager will set the objectives. This objective setting process is to be completed in three months of the employee requesting the meeting.
- d) Progression will not be denied where the employer has failed to engage in the objective setting process and/ or the assessment of whether or not the objectives have been achieved. The assessment shall commence 12 months after the objectives have been set with any movement arising from this assessment being back dated to 12 months from the date the employee wrote to his/her team leader/ manager under c) above.
- e) Progression occurs not earlier than the anniversary date of the employee's movement to the top automatic step.

- f) Progression to the additional progression step is not available to employees who are below the top automatic salary step.

#### Merit Progression

- a) Most of the salary scales provide movement to salary steps above the automatic steps that provide employees with a pathway for career development within their professional role. Employees on these steps will be required to function at an advanced level. The process providing for movement through these steps is as detailed in Appendix A of the DHB/PSA Allied, Public Health and Technical MECA expiry 30 April 2015.
- b) Management of Expectations. The parties agree that there are limits to the extent to which employees may progress using the merit processes and criteria in the relevant schedule. The employer will determine the extent of merit progression available to each position. Progression is dependent on the scope, responsibilities, service needs and opportunities available in the service in which the employee works. These limitations should become apparent during the discussion required for objective setting under the merit processes.

#### **D11 Allied & Public Health (Physiotherapy, Occupational Therapy & Activities staff)**

Access to this scale is for positions that currently require a minimum relevant three year University degree or equivalent to enter the profession but not otherwise provided for in other scales in this document and will include:

Physiotherapists, Occupational Therapists, (positions that currently require a Minimum three year University degree or equivalent to enter the profession but not otherwise provided for in other scales in this document).

The parties recognise that historically, allied health professions have not always required a university degree as an entry point to the profession. This clause is not Intended to exclude employees who:

- a) do not hold a university degree but who have achieved registration with their regulatory authority; or
- b) hold a position for which the current requirement is to have a university degree and/or registration but who does not hold that university degree.

This does not act to exclude any employee who was paid on the Allied & Public Health Salary Scale in the applicable NMDHB MECA that preceded this Agreement nor does it act to include any employee who was paid on a salary scale other than the Allied & Public Health Salary Scale in a regional MECA that preceded this Agreement.

Pay Scale Source: CL 5.2.4 - DHB/PSA Allied, Public Health & Technical MECA 2 May 2022 - 30 June 2023, scale for Allied & Public Health (includes Physiotherapists, Occupational Therapists)

Band/ Position	Step	4-Aug-20	1-Nov-21	7-Mar-22	
Advanced Clinician / Advanced Practitioner / Designated Positions	17	\$113,282	\$116,082	\$118,982	M
	16	\$109,570	\$112,370	\$115,270	M
	15	\$107,107	\$109,907	\$112,807	M
	14	\$102,757	\$105,557	\$108,457	M
	13	\$98,408	\$101,208	\$104,108	M
	12	\$93,720	\$96,520	\$99,420	M
	11	\$88,566	\$91,366	\$94,266	M
	10	\$84,834	\$87,634	\$90,534	M
	9	\$82,299	\$85,099	\$87,999	M
Additional Progression Step	8	\$80,292	\$83,092	\$85,992	APS
Graduate to Experienced Clinicians	7	\$77,330	\$80,130	\$83,030	A
	6	\$75,078	\$77,878	\$80,778	A
	5	\$72,005	\$74,805	\$77,705	A
	4	\$67,337	\$70,137	\$73,037	A
	3	\$62,671	\$65,471	\$68,371	A
	2	\$58,002	\$60,802	\$63,702	A
	1	\$53,335	\$56,135	\$59,035	A

A = Annual Progression; APS = Additional Progression Step; M = Merit (CASP)

Progression - Graduate to Experienced Clinicians

- a) Progression through the scale from step 1 to step 5 shall be by way of automatic annual increment
- b) Progression from step 5 to step 6 is as per the Additional Progression Step process outlined above
- c) Further Progression follows relevant APS from Step 6 – 8, as tabled.

Progression from step 6 of the Graduate to Experienced Clinicians' scale to step 7 of the Advanced Clinician/Advanced Practitioner/ Designated Positions' scale shall be through operation of the Career and Salary Progression (CASP) process detailed in Appendix A of the DHB/PSA Allied, Public Health and Technical MECA expiry 30 April 2015. Progression to the Advanced Clinician/Advanced Practitioner scale shall denote an extension in the requirements of the position and will require comparable duties and skills to other positions on that scale as well as with other comparable positions. This progression is personal to employee and may not necessarily apply to any replacement.

Progression - Advanced Clinician/ Advanced Practitioner/ Designated Positions

There shall be no automatic progression for Advanced Clinician/ Advanced Practitioner/ Designated Positions. Progression to a higher step shall be through operation of the Career

and Salary Progression process detailed in Appendix A of the DHB/PSA Allied, Public Health and Technical MECA expiry 30 April 2015.

**D12 Allied Health Assistants**

Placement on this scale applies to employees providing assistance to health professionals covered by the Allied and Public Health scale where the work comes within the coverage clause of this agreement.

\*Minimum ordinary hourly pay rates for Allied Health Assistants and Activities staff must be considered in conjunction with relevant qualifications, as outlined in Section Seven - Alignment with Care and Support Workers (Pay Equity) Settlement Act 2017

*Pay Scale Source: Clause 5.4 DHB/PSA Allied, Public Health and Technical MECA, 2 May 2022 - 30 June 2023 Level 1 Health & Community Workers & Allied, Public Health & Dental Assistants Scale.*

Step	4-Nov-19		Step	1-Nov-21	7-Mar-22	
7	\$56,454	->	5	\$59,254	\$62,154	A
6	\$54,810	->	4	\$57,610	\$60,510	A
5	\$53,214	->	3	\$56,014	\$58,914	A
4	\$49,904	->	2	\$52,704	\$55,604	A
3	\$46,120	->	1	\$48,920	\$51,820	A
2	\$42,569	->				
1	\$39,908	->				

A = Annual Progression; M = Merit Progression (Appendix C)

Progression - Progression from Step 1 to step 4 shall be by automatic annual increment. Progression from step 4 to step 5 and from step 5 to step 6 shall be on merit using the criteria set out in Appendix B of this agreement.

Salary Increments While On Study Leave - Employees on full-time study leave with or without pay shall continue to receive annual increments.

**Section Five – Nursing staff, Medical Assistants and Health Care Assistants**

**D14 Operation of Salary Scales**

- (a) The salary scales below shall be applied to the respective groups of employees.
- (b) On appointment, the employer shall place employees on any step of the relevant scale, taking into account the following factors:

- (i) previous nursing/midwifery experience or other relevant work and life experience - the employer may credit this service;
  - (ii) degree of difficulty in recruiting for specific skills and/or experience required for the position.
- (c) For new appointees to designated senior nurse positions, placement on the scale will be based on job size, job content, responsibility, experience and qualifications.
- (d) A nurse previously employed on the top Enrolled Nurse step shall be appointed no lower than the second step of the Registered Nurse scale when they qualify as a Registered Nurse.
- (e) Movement through the salary scales shall be by automatic annual increment, except for senior nurses whose advancement through the steps in their salary grade shall be annual, subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised. Movement across senior salary grades shall only occur with a change in position.
- (f) Employees on fulltime study leave or parental leave, with or without pay, shall continue to receive annual increments to which they would otherwise be entitled.
- (g) **Medical Assistant Salary Scale**  
 Medical Assistants will be included in the Enrolled Nurse salary scale, and remain aligned with the Enrolled Nurse and Nursing Assistants DHB MECA salary scale with effect from 01 September 2020

To administer the transition of GBCH Medical Assistants to this scale, staff employed in this role as at 1 September 2019 will move to a minimum of Step 2 of the Enrolled Nurse scale. Where existing pay rates are higher than those quoted on Step 2, existing payrates will remain in force until eligibility to move to a higher rate in the scale occurs. Eligibility dates for future step increases will be aligned with service anniversary dates.

**Registered and Enrolled Nurses, Health Care Assistants and Hospital Aids Salary Scales.**

To include Medical Assistants with effect from 01<sup>st</sup> September 2020.

*Pay Scales Source: Clause A7 - DHB/NZNO Nursing and Midwifery MECA v: 4 June 2018 – 31 July 2020*

**Registered Nurse scale**

*NZNO/DHB MECA Reference: Registered Nurse and Registered Midwife scale*

	<b>Current</b>	<b>MECA Adjustment 6/09/21</b>	<b>Pay Equity Adjustment 6/09/21</b>	<b>Base Rates 6/09/21</b>
<b>Step 7*</b>	<b>77,386</b>	<b>79,186</b>	<b>83,186</b>	<b>83,186</b>
<b>Step 6*</b>	<b>75,132</b>	<b>76,932</b>	<b>80,932</b>	<b>80,932</b>
<b>Step 5</b>	<b>72,945</b>	<b>74,745</b>	<b>78,745</b>	<b>78,745</b>

<b>Step 4</b>	<b>65,652</b>	<b>67,452</b>	<b>71,452</b>	<b>71,452</b>
<b>Step 3</b>	<b>62,138</b>	<b>63,938</b>	<b>67,938</b>	<b>67,938</b>
<b>Step 2</b>	<b>58,491</b>	<b>60,291</b>	<b>64,291</b>	<b>64,291</b>
<b>Step 1 (New Grad)</b>	<b>54,034</b>	<b>55,834</b>	<b>59,834</b>	<b>59,834</b>

#### **Enrolled Nurses and Medical Assistants from 1 Sept 2020**

*NZNO/DHB MECA Reference: Enrolled, Obstetric, Karitane Nurses and Nurse Assistants scale*

	<b>Current</b>	<b>MECA Adjustment 6/09/21</b>	<b>Pay Equity Adjustment 6/09/21</b>	<b>Base Rates 6/09/21</b>
<b>Step 4</b>	<b>57,047</b>	<b>58,847</b>	<b>62,847</b>	<b>62,847</b>
<b>Step 3</b>	<b>55,385</b>	<b>57,185</b>	<b>61,185</b>	<b>61,185</b>
<b>Step 2</b>	<b>51,333</b>	<b>53,133</b>	<b>57,133</b>	<b>57,133</b>
<b>Step 1</b>	<b>48,632</b>	<b>50,432</b>	<b>54,432</b>	<b>54,432</b>

#### **Health Care Assistants and Hospital Aides**

*NZNO/DHB MECA Reference Health Care Assistants and Hospital Aides scale*

	<b>Current</b>	<b>MECA Adjustment 6/09/21</b>	<b>Pay Equity Adjustment 6/09/21</b>	<b>Base Rates 6/09/21</b>
<b>Step 5</b>	<b>48,003</b>	<b>49,803</b>	<b>53,803</b>	<b>53,803</b>
<b>Step 4</b>	<b>46,605</b>	<b>48,405</b>	<b>52,405</b>	<b>52,405</b>
<b>Step 3</b>	<b>45,779</b>	<b>47,579</b>	<b>51,579</b>	<b>51,579</b>
<b>Step 2</b>	<b>42,910</b>	<b>44,710</b>	<b>48,710</b>	<b>48,710</b>
<b>Step 1</b>	<b>40,382</b>	<b>42,182</b>	<b>46,182</b>	<b>46,182</b>

Progression - By automatic annual increment

\*Minimum ordinary hourly pay rates for Health Care Assistants / Hospital Aides must be considered in conjunction with relevant qualifications as outlined in Section Seven - Alignment with Care and Support Workers (Pay Equity) Settlement Act 2017

Progression - Progression from Step 1 to step 4 shall be by automatic annual increment through all steps in each scale at anniversary date. Payment of Health Care Assistant merit allowance shall be determined by using the criteria set out in Appendix C and D of this agreement.

### **Community and District Nurses**

*NZNO/DHB MECA Reference Community Nurse and Midwife Scale*

	<b>Current</b>	<b>MECA Adjustment 6/09/21</b>	<b>Pay Equity Adjustment 6/09/21</b>	<b>Base Rates 6/09/21</b>
<b>Step 8*</b>	<b>82,957</b>	<b>84,757</b>	<b>88,757</b>	<b>88,757</b>
<b>Step 7*</b>	<b>78,993</b>	<b>80,793</b>	<b>84,793</b>	<b>84,793</b>
<b>Step 6*</b>	<b>77,443</b>	<b>79,243</b>	<b>83,243</b>	<b>83,243</b>
<b>Step 5</b>	<b>72,945</b>	<b>74,745</b>	<b>78,745</b>	<b>78,745</b>
<b>Step 4</b>	<b>65,652</b>	<b>67,452</b>	<b>71,452</b>	<b>71,452</b>
<b>Step 3</b>	<b>62,138</b>	<b>63,938</b>	<b>67,938</b>	<b>67,938</b>
<b>Step 2</b>	<b>58,491</b>	<b>60,291</b>	<b>64,291</b>	<b>64,291</b>
<b>Step 1</b>	<b>54,034</b>	<b>55,834</b>	<b>59,834</b>	<b>59,834</b>

Progression - By annual increment at anniversary date steps 1 to 5 inclusive. Thereafter progression is annual at anniversary date, subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised (\*)

### **Designated Senior Nurse Scale**

*NZNO/DHB MECA Reference Designated Senior Nurse and Midwifery Salary Scale*

	<b>Current</b>	<b>MECA Adjustment 6/09/21</b>	<b>Pay Equity Adjustment 6/09/21</b>	<b>Base Rates 6/09/21</b>
<b>Grade 2</b>	<b>79,760</b>	<b>81,560</b>	<b>85,560</b>	<b>85,560</b>
	<b>81,322</b>	<b>83,122</b>	<b>87,122</b>	<b>87,122</b>
	<b>85,375</b>	<b>87,175</b>	<b>91,175</b>	<b>91,175</b>
<b>Grade 3</b>	<b>86,887</b>	<b>88,687</b>	<b>92,687</b>	<b>92,687</b>
	<b>90,230</b>	<b>92,030</b>	<b>96,030</b>	<b>96,030</b>
	<b>96,378</b>	<b>98,178</b>	<b>102,178</b>	<b>102,178</b>
<b>Grade 4</b>	<b>91,899</b>	<b>93,699</b>	<b>97,699</b>	<b>97,699</b>

	95,241	97,041	101,041	101,041
	101,541	103,341	107,341	107,341
<b>Grade 5</b>	96,910	98,710	102,710	102,710
	100,256	102,056	106,056	106,056
	106,703	108,503	112,503	112,503
<b>Grade 6</b>	100,256	102,056	106,056	106,056
	103,596	105,396	109,396	109,396
	110,146	111,946	115,946	115,946
<b>Grade 7</b>	103,596	105,396	109,396	109,396
	106,938	108,738	112,738	112,738
	112,389	114,189	118,189	118,189
<b>Grade 8</b>	109,116	110,916	114,916	114,916
	115,026	116,826	120,826	120,826
	120,938	122,738	126,738	126,738
	130,653	132,453	136,453	136,453

Progression - See clause D 14 above

#### **Nurse Practitioner Scales**

*NZNO/DHB MECA Reference Designated Senior Nurse and Midwife Salary Scales*

<b>Designated Senior Nurse and Midwife Salary Scales</b>	<b>Current</b>	<b>MECA Adjustment 6/09/21</b>	<b>Pay Equity Adjustment 6/09/21</b>	<b>Base Rates 6/09/21</b>
<b>Grade 8</b>	109,116	110,916	114,916	114,916
	115,026	116,826	120,826	120,826
	120,938	122,738	126,738	126,738
	130,653	132,453	136,453	136,453

#### **Section Six – Alignment with Care and Support Workers (Pay Equity) Settlement Act 2017**

D15 The following roles have been identified as falling within the scope of the Care and Support Workers (Pay Equity) Settlement Act 2017:



- Health Care Assistants
- Hospital Aides
- Activities Co-ordinator
- Physiotherapy Assistant

Legislated minimum hourly pay rates will apply to ordinary hours for the above roles where the eligibility criteria is met, as defined within the Care and Support Workers (Pay Equity) Settlement Act. The current minimum legislated pay rates are listed in the table below:

Length of service	Qualification	Pay Band	1/7/2017 Year 1	1/07/2018 Year 2	1/07/2019 Year 3 & 4	1/07/2021 Year 5	01/07/2022
<3 years' service OR	Level 0*	L0	\$19.00	\$19.80	\$20.50	\$21.50	\$22.49
3+ to 8 years' service OR	Level 2*	L2	\$20.00	\$21.00	\$21.50	\$23.00	\$24.06
8+ to 12 years' service OR	Level 3*	L3	\$21.00	\$22.50	\$23.00	\$25.00	\$26.16
12+ years' service	Level 4*	L4b	\$23.50	\$25.50	\$25.50	\$27.00	\$28.25

\* "Qualifications" are those recognised by NZQA or equivalent

Eligible employees employed prior to 1<sup>st</sup> July 2017 - qualify for increases in minimum legislated payrate bands based on service length or qualification level as defined above.

Eligible employees employed on or after 1<sup>st</sup> July 2017 - qualify for increases in minimum legislated payrate bands based on qualifications alone.

Proof of achievement of the qualification is required by the employer and will be held on the employee HR file. Support is provided by the employer to achieve relevant qualifications as detailed in Section I.8.

For the purposes of clarity, the higher of the relevant Collective Agreement salary scale OR the stated legislated minimum base payrate will be applied to ordinary hours worked for these eligible roles. Penal, overtime and any other rates of pay will continue to be aligned with the Collective Agreement pay scales relevant to the employee's role and step/grade.

## E. HOLIDAYS

### Public Holidays

E1 The following days shall be observed as public holidays:

- New Year's Day
- 2 January

- Waitangi Day
- Good Friday
- Easter Monday
- ANZAC Day
- Matariki
- Sovereign's Birthday
- Labour Day
- Christmas Day
- Boxing Day
- Nelson Anniversary Day

- E2 The following shall apply to the observance of Christmas Day, Boxing Day, New Year's Day, 2 January, Anzac Day or Waitangi Day where such a day falls on either a Saturday or a Sunday:
- 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 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.
  - 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.

- E3 When any of the above holidays falls on a Saturday or Sunday, it shall be observed on the following Monday, and, in the event of another holiday falling on such a Monday, such other holiday shall be observed on the next succeeding Tuesday. Provided that, in order to maintain essential services, the employer may require an employee to work on a Public Holiday.

Should a public holiday fall on a weekend, and an employee is required to work on both the public holiday and the week day to which the observance is transferred, the employee will be paid at the rate specified in E5 for the time worked on the weekday/transferred holiday. The employee will be paid at weekend rates worked at the weekend. Only one alternative holiday will be granted in respect of each public holiday.

- E4 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.

- E5 Payment rate for work on a public holiday:

When employees are required to work on a public holiday as provided above they will be paid at T2.0 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.

Where a public holiday falls on a day normally scheduled to be worked and the employee does not work on that day, it shall be paid for on the basis of hours normally scheduled for work on that day at the usual hourly rate.

E6 On call on public holidays:

- Where an employee is required to be on call on a Public Holiday he/she will be credited with an additional day's leave in lieu regardless of whether or not the call is worked.

E7 Night shift on public holidays:

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. The alternative holiday shall apply in respect to the day in which the majority of hours are worked.

E8 Off duty day upon which the employee does not work:

- a) Fulltime employees — for fulltime employees and where a public holiday falls on either a Saturday or Sunday, falls on the employee's rostered off duty day, the employee shall be granted an alternative holiday at a later date.
- b) In the event of Christmas Day, Boxing Day, New Years Day, 2 January, Anzac Day or Waitangi Day falling on either a Saturday or Sunday and a full time employee is rostered off duty on both that day and the weekday to which the observance is transferred, the employee shall only receive one alternative holiday in respect of each public holiday.
- c) 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 preceding three months. Payment will be relevant daily pay.

E9 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.
- d)

<b>Annual Leave</b>
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- E10 The parties to this agreement support the principle that it is conducive to a healthy work life balance to take annual leave each year. Annual holidays shall be allowed as provided in the Holidays Act 2003 and subsequent amendments. The term "leave year" means the year ending with the anniversary date of the employee's appointment.
- E11 Casual employees shall be paid 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement, dependant on recognition of an individuals' service.
- E12 Annual leave may be granted in one or more periods. In accordance with the Holidays Act 2003, the employee shall be given the opportunity to take two weeks leave at one time.

Annual leave is able to be accrued to a maximum of two years entitlement.

Annual leave shall be taken to fit in with service/work requirements and the employee's need for rest and recreation.

When an employee ceases duty, wages shall be paid for accrued annual leave, and the last day of employment shall be the last day worked.

An employee may anticipate up to one year's annual leave entitlement at the discretion of the employer.

Employees shall have access to a leave schedule for leave planning purposes.

- E13 Annual Leave entitlements

Effective 01 July 2021

Employees become entitled to an additional week of annual leave each year after a period of current continuous service of 5 years.

For the purposes of this clause "current continuous service" shall be either any continuous service with GBCH and/or NMDHB, which has not been broken by an absence of more than three months. However, where the employee remains engaged on nursing related work or study whilst absent, the period of three months shall extend to twelve months.

Part time employees shall be entitled to annual leave on a pro rata basis.

E14 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.

This sentence applies to service workers, including cooks and kitchen hands employed before 1 September 2014 only - 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.

Where an employee is on continuous leave without pay due to illness or accident the employee will be permitted to take or accumulate leave for up to two years. After this an employee will not qualify for any further period of leave until duty is resumed.

E15 Employees shall be entitled to annual leave on a pro-rata basis, except that shift leave and on-call leave shall not be pro-rated. Where the annual leave, shift leave and alternative holidays are not taken within twenty-four (24) months of being accrued agreement is to be sought on when leave, and there is no agreement on when the leave is to be taken, the employer may direct the employee to take annual leave, shift leave and alternative leave with a minimum of four (4) weeks' notice.

- Annual leave, shift leave and alternative holidays may be granted in one or more periods.
- In accordance with the Holidays Act 2003, the employee shall be given the opportunity to take two weeks leave at one time.
- Annual leave, shift leave and alternative holidays are able to be accrued to a maximum of two years entitlement.
- Annual leave, shift leave and alternative holidays shall be taken to fit in with service/work requirements and the employee's need for rest and recreation.

#### **Other Leave types**

E16 Shift leave:

Non Primary Health Care nursing staff and Health Care Assistants - Employees who work rotating shift patterns or those who work qualifying shifts shall be entitled on completion of each 12 months of employment on shift work, up to an additional 5 days leave, based on the number of qualifying shifts worked. The entitlement will be calculated on the annual leave anniversary date.

Qualifying shifts are defined as a shift which involves at least 2 hours work performed outside the hours of 0800hrs — 1700hrs, excluding overtime.

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

Service workers, including cooks and kitchen assistants 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 rata basis in relation to the total hours worked per annum.

**E17 On-call:**

- Employees who do not work shift work as defined in this agreement and who are required to participate on on-call rosters, shall be granted 2 hours leave for each weekend day or part there-of where the on-call period is 8 or more hours, they are required to be on-call during normal off duty hours, up to a maximum of 3 days additional leave per annum. Such leave shall be paid at annual leave averages and is accumulative. Employees who work qualifying shifts under E16 are not entitled to leave under this clause. Any entitlements accrued prior to 1 April 2005 will be protected.

**E18 Reduction of annual leave when employee on extended special leave:**

Except where the employer approves, where an employee is absent on special leave, whether with or without pay (i.e. including leave for study awards but excluding sick, accident or military leave) or an intermittent or continuous period of more than 35 days (including Saturdays and Sundays) during a leave year, annual leave shall be reduced in accordance with the scale below.

NB: a "study award" for the purpose of this clause shall be deemed to be a full-time course of study at a tertiary educational institute, during which the employee is able to take advantage of the mid-term holidays available to other full-time students of that institute. It shall not include leave to attend organised classes, lectures, block courses or examinations required for the attainment of essential basic qualifications.

<b>Days of absence (including Saturdays and Sundays)</b>	<b>Annual leave entitlement to be reduced by the number of working days (shown below)</b>		
	<b>4 weeks</b>	<b>5 weeks</b>	<b>6 weeks</b>
<b>Days</b>			
0–35	-	..	-
36-71	2	2½	3

72–107	4	5	6
108 -143	6	7 <sup>1</sup> / <sub>2</sub>	9
144 -179	8	10	12
180–215	10	12 <sup>1</sup> / <sub>2</sub>	15
216–251	12	15	18
252–287	14	17 <sup>1</sup> / <sub>2</sub>	21
288–323	16	20	24
324–359	18	22 <sup>1</sup> / <sub>2</sub>	27
360–365	20	25	30

E19 Extended leave without pay at the end of the period of service which ends in a resignation or in termination of employment is excluded from previous service for crediting i.e. the effective date for deciding service is the last day actually on pay.

## F. LEAVE

### Sick Leave

#### F1 Intent

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.

#### F2 Entitlements

Sick leave is paid leave which is available to employees when they are unfit to carry out their normal work due to illness or injury. Sick leave may not be taken at a time when other paid work outside of the employee's employment with the employer is being carried out. The amount of sick leave granted is 10 days per annum.

All permanent staff shall have their sick leave entitlement available from their employment start date.

Those not covered above are entitled to the provisions listed below:

- Primary Health Care Nurses and Reception/Admin staff –unused sick leave may be accumulated to a maximum of 260 days. Any entitlement accrued prior to commencement of this agreement in excess of 260 days shall be retained but will not be increased until the balance falls below 260 days.
- Physiotherapy, Occupational Therapy and Activities staff - unused sick leave may be accumulated to a maximum of 260 days.
- Public Health Nurses unused sick leave may be accumulated to a maximum of 260 days.

- Service workers (cooks and kitchen assistants) unused sick leave may be accumulated to a maximum of 260 days.
- Other nursing staff, and Health Care Assistants unused sick leave may be accumulated to a maximum of 260 days.

Sick leave may be utilised where the employee requires surgery or leave for health screening. Leave for this purpose may be taken in 1/4 day blocks.

Sick leave with payment at ordinary rates (T1 rate only) for each period allowed shall be reckoned in working days (i.e. exclusive of Saturdays and Sundays, or in the case of rostered employees their rostered days off). Public holidays (or substituted succeeding days) falling during a period of sick leave shall not be included in the calculation of sick leave taken except where employees are granted an additional leave entitlement in lieu of work performed on public holidays.

F3 Payment for sick leave

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

F4 Additional sick leave

At the employer's discretion an employee may be granted anticipated sick leave. Any leave taken in advance and still remaining outside the entitlement will be paid to the employer at the time of cessation of employment. The employer may deduct monies due from the final pay.

Physiotherapy, Occupational Therapy and Activities staff, Public Health Nurses, Service Workers, Other nursing staff, and Health Care Assistants

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 F2.

In considering the next five (5) days discretionary leave under this clause the employer shall recognize that additional sick and domestic leave is to ensure the provision of reasonable support to staff having to be absent from work where their entitlement is exhausted. Requests should be considered at the closest possible level of delegation to the employee and in the quickest time possible, taking into account the following:

- The employee's length of service
- The employee's attendance record
- The consequences of not providing the leave



- Any unusual and/or extenuating circumstances

Primary Health Care Nurses and Reception/Admin staff

At the employer's discretion an employee may be granted anticipated sick leave. Any leave taken in advance and still remaining outside the entitlement will be paid to the employer at the time of cessation of employment. The employer may deduct monies due from the final pay.

In the event an employee has no entitlement left, they may be granted an additional 10 days per annum (pro-rated for part time employees). In considering the grant of leave under this clause the employer shall recognize that additional sick and domestic leave is to ensure the provision of reasonable support to staff having to be absent from work where their entitlement is exhausted. Requests should be considered at the closest possible level of delegation to the employee and in the quickest time possible, taking into account the following:

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

Alignment with the relevant MECA Sick Leave entitlements will be maintained in future in relation to applying for up to an additional 10 days sick leave per annum.

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.

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.

F5 Notification of sick leave

The employee shall ensure that notice is given to the employer on the first day of absence due to illness.

F6 Recalculation of sick leave:

Other nursing staff & Health Care Assistants employed before 1 September 2014 only - From 1 March 2012 where a part-time employee has used their sick leave, on a case by case basis, a calculation comparing actual hours versus contracted hours will be done and if additional sick leave is the result, it will be granted. Calculation is based on the anniversary of the employee's start date.

All staff employed after 1 September 2014 – A request for a recalculation of sick leave will be considered on an individual basis by the General Manager, where a part time employee has used their sick leave. If approval is given by the General Manager, 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. A request for review will not be reasonably refused, giving consideration to a part time employees actual hours versus contracted hours.

F7 Minor illnesses

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:

- place the employee on suitable alternative duties or
- direct the employee to take leave on full pay. Such leave shall not be a charge against the employee sick and domestic leave entitlement.

F8 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:

- The period of sick leave is more than three days and
- a medical certificate is produced, showing the duration of the illness.

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.

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

F9 Medical certificates

A medical certificate may be required to support the employee's claim for sick leave. If a medical certificate is required for less than three days, then the employer shall meet the cost of that certificate.

F10 Managing extraordinary sick leave

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 GBCH'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.

F11 Other details

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

**Accidents – Transport of Injured Employees**

F12 Applies to other Nursing staff and Health Care Assistants employed before 1 September 2014 only

Transport of injured employees – Where the accident is work-related and the injury sustained by the employee necessitates immediate removal to a hospital, or to a medical practitioner for medical attention and then to their residence or a hospital, or to their residence (medical attention away from the residence not being required), GBCH is to provide or arrange for the necessary transport, pay all reasonable expenses for meals and lodging incurred by or on behalf of the employee during the period they are transported, and claim reimbursement from ACC.

**Work Related and non-Work Related Accidents**

F13 Work Related Accident

Where an employee is incapacitated as a result of a work accident, and that employee is on earnings related compensation, then the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation. This leave shall be taken debited against Sick Leave. up to the extent of the employee's paid sick leave entitlement. 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.

F14 Non-work Related Accidents

Where an employee is incapacitated as a result of a non-work related accident, and that employee is on earnings related compensation, and has an entitlement to sick leave, the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation. This shall be debited against the employee's sick leave entitlement.

**Domestic Leave**

F15 The employer shall grant an employee leave on pay as a charge against sick leave entitlement when the employee must attend a sick dependant of the employee. This person would, in most cases, be the employee's child, spouse/partner or other dependent family member.

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

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

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

F16 Additional domestic leave

At the employer's discretion an employee may be granted anticipated domestic leave. Any leave taken in advance and still remaining outside the entitlement will be paid to the employer at the time of cessation of employment. The employer may deduct monies due from the final pay.

In the event an employee has no entitlement left, they may be granted an additional 10 days per annum (pro-rated for part time employees). In considering the grant of leave under this clause the employer shall recognize that additional sick and domestic leave is to ensure the provision of reasonable support to staff having to be absent from work where their entitlement is exhausted. Requests should be considered at the closest possible level of delegation to the employee and in the quickest time possible, taking into account the following:

- The employee's length of service
- The employee's attendance record
- The consequences of not providing the leave
- Any unusual and/or extenuating circumstances,

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.

<b>Bereavement Leave</b>
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F17 Leave entitlement

An employee shall be entitled to a maximum of three days leave without loss of pay on each occasion of the death of the employee's spouse/partner, father, mother, brother, sister, child, grandparent, parents-in-law, grandchild, stepchildren, stepparents, stepsister, stepbrother or any other close family/whanau/person in respect of whom the employer agrees that bereavement/tangihanga leave may be taken.

An employee shall be entitled to one day's leave without loss of pay on each occasion of the death of any other person, providing that the employer accepts that the employee has suffered a bereavement, taking into account the relevant factors set out in section 69(3) of the Holidays Act 2003.

F18 Tangihunga/Cultural

The employee's manager will approve bereavement leave on pay for the employee to discharge any obligation and/or to pay respects to a Tupapaku/deceased person with whom the employee 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).

In deciding whether to grant time off, and for how long, the employer must administer these provisions in a culturally appropriate manner, especially in the case of Tangihanga, The following must be taken into account when making this decision:

- Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death.
- The amount of time needed to discharge properly any responsibilities or obligations.
- Reasonable travelling time should be allowed. For cases involving overseas travel payment may not cover the full period of travel.
- A decision must be made as quickly as possible so that the employee is given the maximum time possible to make necessary arrangements. In most cases the approval will be given immediately, but may be given retrospectively.
- The closeness of the association between the employee and the deceased (NB This association need not be a blood relationship).
- If paid special leave is not appropriate then annual leave or leave without pay should be granted, but as a last resort.

F19 Payment for bereavement leave will be as follows

- On the death of an immediate family member employees are entitled for up to three days of bereavement leave to be paid at relevant daily pay. Where more than three days of bereavement leave on pay is approved, payment will be made at ordinary rates of pay (T1 rates).
- On the death of a person with whom the employee has a close association, employees are entitled to one day of bereavement leave to be paid at relevant daily pay. Where more than one day of bereavement leave on pay is approved, payment will be made at ordinary rates of pay (T1 rates).

F20 Leave without pay

The employer agrees that on application, it may be appropriate, to grant leave without pay in order to accommodate various special bereavement needs not recognised in the clauses above.

F21 Relationship with other leave types

If bereavement occurs while the 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 F18 above. This provision will not apply if the employee is on leave without pay.

<b>Parental Leave</b>
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F22 Statement of principle

The parties acknowledge the following provisions are to protect the rights of employees during pregnancy and on their return to employment following parental leave and is to be read in conjunction with the Parental Leave and Employment Protection Act 1987 (referred to as the Act in this clause), provided that where this clause is more favourable to the employee, the provisions of this clause shall prevail.

F23 Entitlement - qualification

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:

- a) in respect of every child born to them or their partner;
- b) in respect of every child up to and including five years of age, adopted by them or their partner;

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.

Note: Whāngai arrangements are included in situations where the employee becomes a primary carer for a child or two or more children, up to and including 5 years of age.

F24 Entitlement – leave amount

- a) 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.
- b) Parental leave of up to six months is to be granted to employees with less than one year's service at the time of commencing leave. Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of the employer.
- c) The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by the employer.

The commencement of leave shall be in accordance with the provisions of the Paid Parental Leave and Employment Protection Act 2002.

F25 Adoption

In case of adoption of children of less than five years of age, parental leave shall be granted in terms of the clauses above, providing the intention to adopt is notified to the employer immediately following advice from the Department of Child, Youth and Family 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.

F26 Notice of leave

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.

F27 Notice of return to work

Employees absent on parental leave are 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.

F28 Relationship between Parental Leave and other leave types

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

The period of absence for the purpose of parental leave shall be recognised towards service based entitlements, such as, annual leave, sick leave, salary increments, long service leave, retiring gratuities and redundancy entitlements. However, parental leave will not contribute to Retiring Gratuities allowance calculations.

F29 Job protection

- a) Subject to c) and d) 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;
  - at the equivalent weekly hours of duty;
  - in the same location or other location within reasonable commuting distance; and
  - involving responsibilities broadly comparable to those experienced in the previous position.
- b) The employer must 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.

- c) 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” (as contemplated in the Paid Parental Leave and Employment Protection Amendment Act 2002) and, at the time the employee returns to work, a similar position (as defined in (a) above) is not available, the employer may approve one of the following options:
- 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
  - 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 the first bullet point above for up to 12 months; or
  - 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 the first bullet point 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 the first bullet point above, the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or
  - where extended parental leave in terms of the first bullet point above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 38 of this Agreement.

If the employee declines the offer of appointment to the same or similar position in terms of sub clause (a) above, parental leave shall cease.

F30 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.

F31 Reduced hours during pregnancy

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.

F32 Request to return to different hours of work

An employee returning from parental leave may request the employer to vary the proportion of full-time employment from that which applied before the leave was taken. The granting of such a request shall be at the discretion of the employer.

F33 Occasional duties



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.

F34 Paid Parental Leave

Effective 01 July 2020 the following applies to all staff:

Where an employee takes parental leave under this clause, meets the eligibility criteria above (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.

F35 Reappointment after Absence Due To Childcare

Employees who resign to care for a dependent pre-school child or children are encouraged to apply to their former employer for a position/may apply to their former employer for preferential treatment to a position which is substantially the same in character or comparable to the position previously held.

Parental leave is a distinct and separate entity from absence due to childcare.

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

Persons seeking reappointment under childcare provisions must apply to the former employer at least three months before the date on which they wish to resume duties. This application for reappointment must be accompanied by:

- The birth certificate of the pre-school child or children; and
- A statutory declaration to the effect that the absence has been due to the care of a dependent pre-school child or children, that the four year maximum has not been exceeded, and that paid employment has not been entered into for more than 15 hours per week. Where paid employment has exceeded 15 hours per week the reappointment is at the CEO's discretion.

The employer shall make every effort to find a suitable vacancy for eligible applicants as soon as their eligibility for re-entry is established. Appointment to a position may be made at

any time after the original notification of intention to return to work, provided the appointee agrees.

Where:

- The applicant meets the criteria for eligibility; and
- There exists at the time of notification or becomes available within the period up to two weeks before the intended date of resumption of duties a position which is substantially the same in character and at the same or lower grading as the position previously held; and
- The applicant has the necessary skills to competently fill the vacancy; then the applicant under these provisions shall be appointed in preference to any other applicant for the position.

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

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

F36 Other

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

<b>Family/Domestic Violence Protection and Support Provisions</b>
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F37 Family violence, also known as domestic violence, may impact on an employee's wellbeing, attendance or performance at work. The employee is able to take family violence leave if they are affected by family violence, or a child living with them (regardless of how often) is affected by domestic violence.

F38 The employer will support staff experiencing family violence, in accordance with the Holidays Act 2003 and Employment Relations Act 2000.

F39 Proof of family violence may be requested by the employer. Examples of proof that may be provided include a document from the Police, a family violence support service, health professional, school or an employer agreed alternative.

This support includes:

- a) The employee can take up to 10 paid days off per year to deal with the effects of family violence, subject to their eligibility under the Holidays Act 2003. This leave will be available from commencement of employment and is in addition to existing leave entitlements.

The employee shall notify the employer of their utilisation of family violence leave on or before the commencement of their scheduled work time. Where this is not possible or safe to do so due to their immediate circumstances related to the impact of family violence, the employee shall inform the employer as soon as it is reasonably practical to do so.

If the employee has used 10 days domestic violence leave, the employee may request discretionary leave, annual leave or unpaid leave, to be approved at the employer's discretion.

In considering the grant of leave under this clause the employer shall recognise that additional leave is to ensure the provision of reasonable support to staff having to be absent from work. Requests should be considered at the closest possible level of delegation to the employee and in the quickest time possible, taking into account the following:

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

Additional leave requests will not be unreasonably withheld.

- b) The employee can request flexible work arrangements to deal with the effects of domestic abuse in accordance with the Employment Relations Act 2000 section 6AA Flexible working, subject to eligibility under this Act. Flexible work arrangements can be requested for up to two months and can include temporary amendment to hours and days of work, duties, where in the workplace they do their job, employee contact details provided to the employer, or any other appropriate measure that the employee thinks will assist them to deal with the effects of the domestic violence.
- c) An employer policy in relation to Family Violence Protection will be developed in consultation with employees during the term of this MUCA to provide additional information on employee entitlement and support provisions.

F40 In addition, any staff member experiencing family violence should talk to their manager or Human Resources Department regarding the support available under the Nelson Bays Primary Health Family Violence (or Golden Bay Community Health equivalent) policy.

Family violence means domestic violence as defined by S2 of the Domestic Violence Act 1995.

<b>Jury Service</b>
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F40 Employees called on for jury service are required to serve/unless they would suffer hardship or they have childcare responsibilities. 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.

- F41 An employee called for jury service shall advise the employer as soon as practicable.
- F42 Where the employee is required to serve on a jury and the option of making application for exemption is not exercised, the employee shall be granted paid jury service leave of up to a maximum of 5 days. Any additional days beyond the first 5 days leave can be taken as annual leave or leave without pay.
- F43 While the employee is receiving paid jury service leave, the employee upon receipt of payment from the court for jury service shall pass this payment onto the employer but may retain expenses. Where annual leave or leave without pay is granted, or where work attendance is not affected by the jury service, the employee may retain the juror's fees and expenses paid.
- F44 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.

#### **Witness Leave**

- F45 Where an employee is required to be a witness in a matter arising out of their current employment, they shall be granted paid leave/consistent with normal rostered duties at the relevant daily pay. The employee is to pay any fee received to the employer but may retain expenses.

#### **Long Service Leave**

- F46 For Primary Health Care Nurses and Reception/Admin staff and all staff employed on or after 1 September 2014

A full time or part time employee shall be entitled to special holidays as follows:

- One special holiday of two weeks after the completion of 15 years and before the completion of 25 years of continuous service with the same employer.
- One special holiday of three weeks after the completion of 25 years and before the completion of 35 years of continuous service with the same employer.
- One special holiday of four weeks after completion of 35 years and before the completion of 40 years of continuous service with the same employer.
- One special holiday of five weeks after the completion of 40 years continuous service with the same employer.

Such special holidays must be taken within the respective periods specified above and shall be forfeited unless taken within these periods.

If an employee who has become entitled to a special holiday as above, leaves the employment before the holiday has been taken, payment for the holiday shall be made.

All special holidays provided for above should be at the same basis of average earnings as applies to Annual leave and may be taken in one or more periods and at such ' time or times as may be agreed by the employer and the employee.

For those employees where superior entitlements to these were available, such entitlements shall be retained by the individuals concerned.

F47 For other nursing staff and Health Care Assistants, Physiotherapy, Occupational Therapy and Activities staff, and Public Health Nurses employed before 1 September 2014

An employee shall be entitled to long service leave of one week upon completion of a five year period of current continuous service. Current continuous service shall be deemed to include prior continuous service with NMDHB. Such entitlement may be accrued. However any service period for which a period of long service leave has already been taken or paid out shall not count towards this entitlement.

Payment will be based on the employees FTE status at the time of taking the leave.

Current continuous service shall be recognised from 1 July 2004 unless the employee had a previously grand-parented provision.

F48 For Service workers (Cooks and Kitchen Assistants) employed before 1 September 2014

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

The above entitlements are not cumulative and an employee can take one entitlement only during their employment with GBCH.

Notwithstanding this clause , 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.

F49 Payment for long service leave

Payment 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.

The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment.

F50 Definition of service

Service is defined as continuous service with GBCH, and/or 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.

Service can be broken by up to three months without affecting this entitlement.

Leave without pay in excess of three months taken on any one occasion will not be included in the 5 year qualifying period, with the exception of parental leave.

For the purposes of above, recognised service shall be from 1 October 2008 unless the employee has an ongoing or grand-parented provision.

For employees with an ongoing or grand-parented provision, the following shall apply. The employee shall accrue the entitlement in accordance with above, with their service being deemed to commence, for the purpose of this calculation, on the date service was previously deemed to commence under the scheme, any long service leave actually taken, shall be deducted from that entitlement and the residue shall become the remaining entitlement. That shall be added to any further accrual, with the leave being taken in accordance with the above.

Those employees who are not covered by a grand parented or ongoing scheme for the purpose of this clause shall have their service commence effective from late July 2005 or the commencement date if later.

F51 Notice of long service leave

For planning purposes, employees are encouraged to give 12 month's notice of their intention to take their long service leave, however a lesser period of notice may be given and approval to take this leave will not be unreasonably withheld by the employer.

Wherever practicable long service leave is to be taken in periods of not less than a week.

F52 Public Holiday during Long Service Leave

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.

F53 Death of employee

In the event of the death of an employee who was eligible for long service leave but not taken the leave, any monies due will be paid to the deceased estate.

**Leave Without pay**

F54 Leave without pay may be taken by mutual agreement between the employee and employer.

**Leave to Attend Meetings**

F55 Other nursing staff & Health Care Assistants employed before 1 September 2014 only

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

F 56 Paid leave shall also be granted where an Employee is required to attend meetings of Boards or Statutory Committees provided that the appointment to the Board or Committee is by ministerial appointment.

F57 An employee may take leave on pay to attend National Meetings or Seminars of Section Groups and/or Colleges of the NZNO. This leave may be charged against the professional/educational development leave as specified in this agreement. Prior approval of the employer must be obtained. The approval of the employer shall not be unreasonably withheld.

Attendance at Seminars of Section Groups/Colleges of NZNO:

- Leave on pay is restricted to one half or one full day a year for travel where appropriate. This leave is intended to cover the time required for a nurse to and from the centre in which the seminar is to be held.

- Leave on base salary only is to be granted for attendance at national seminar organised by the NZNO or one of the national interest groups or colleges of that body. Attendance at regional or local seminars does not qualify for leave on pay.
- Travel and accommodation expenses are the responsibility of the individual attending the seminar.
- In all cases, granting of leave on pay for travel purposes is to be at the discretion and convenience of the employer.
- For those employees where superior entitlements to these were available, such entitlements shall be retained by the individuals concerned.

F58 Paid leave will be at ordinary time. These paid leave hours will not be included when calculating eligibility for overtime.

F59 Any remuneration received by the Employee for the period that paid leave was granted shall be paid to the Employer.

F60 Other employees - The Employer shall grant paid leave (at ordinary rates) to employees required to attend formal meetings of registration body (except where the matter arises out of employment with another employer) and the PSA Board.

## G. UNION REPRESENTATION

### Union Meetings

G1 Union members shall be entitled to up to a total of 4 hours leave per year (a year being the period beginning on the 1st day of January and ending on the following 31st day of December) on ordinary pay to attend meetings authorised by the union providing the following conditions are fulfilled:

- The union shall give the employer at least 14 days' notice of the date and time of any union meeting to which this clause is to apply.
- The union shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.
- 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.

G2 Only union members who actually attend a union meeting during their working hours shall be entitled to pay in respect of that meeting and to that end the union shall supply the employer with a list of members who attended and shall advise the employer of the time the meeting finished.



## **Right of Entry**

- G3 Right of Entry - The authorised officers of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises for the purposes of union business or interviewing any union member or enforcing this Agreement, including where authorised access to wages and time records, but not so as to interfere unreasonably with the employer's business.
- G4 Nothing in clause G3 allows an employer to unreasonably deny a representative of a union access to a workplace.

## **Job Delegates**

- G5 The employer accepts that elected delegates are the recognised channel of communication between the union and the employer in the workplace.

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

Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.

The amount of paid time off and facilities provided shall be sufficient to enable delegates and Convenors of delegates (where these positions exist) to give adequate consideration to the issues in the workplace.

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

The General Manager shall be advised of the delegates' names.

## **Employment Relations Education Leave**

- G6 Employers shall grant paid Employment Relations Education Leave to members of the unions covered by the Agreement in accordance with the provisions of Part 7 of the Employment Relations Act 2000. The purpose of this leave is for improving relations among unions, employees and the employer and for promoting the object of the Act.

G7 The Employer shall grant leave on pay for employees party to this MUCA to attend courses authorised by NZNO and/or PSA to facilitate the employee's education and training as employee representatives in the workplace.

<b>FTE eligible employees as at 1 March each year</b>	<b>Maximum number of days of employment relations education leave that we are entitled to allocate as a union</b>
1 – 5	3
6 – 50	5
51–280	1 day for every 8 FTE eligible employees or part of that number
281 or more	35 days plus 5 days for every 100 FTE eligible employees or part of that number that exceeds 280

G8 For the purposes of this clause, calculating the number of full-time equivalent eligible employees employed by an employer –

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

G9 The union shall send a copy of the programme for the course and the names of employees attending, at least 28 consecutive days prior to the course commencing.

G10 The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.

<b>Deduction of Union Fees</b>
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G11 The Employer shall deduct employee union fees from the wages/salaries of employees when authorised in writing by members, and shall remit such subscriptions to the union at agreed intervals. A list of members shall be supplied by the union to the GBCH on request. In addition the employer shall provide the PSA or NZNO with a list of employees whom they are making deductions from on a quarterly basis on request.

## H. WORKPLACE RESTRUCTURING

<b>Consultation &amp; Management of Change</b>
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H1 Management of Change - 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.

It is recognised that these changes can be unsettling for staff.

- H2 Consultation - 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.

The employer recognises the role of the employee's staff delegate and the unions in assisting in the positive management of change.

- H3 Prior to the commencement of any significant change to staffing, structure or work practices, the employers will identify and give reasonable notice to employees who may be affected and to the unions to allow them to participate in the consultative process so as to allow substantive input.

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

- H4 Reasonable paid time off at ordinary time rates shall be allowed for employee delegates to attend meetings with management and consult with employees to discuss issues concerning management of change and staff surplus.

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

- H5 Consultation involves the statement of a proposal not yet finally decided upon, listening to what others have to say, considering their responses and then deciding what will be done. Consultation clearly requires more than mere prior notification.

The requirement for consultation should not be treated perfunctorily or as a mere formality. The person(s) to be consulted must be given sufficient opportunity to express their view or to point to difficulties or problems. If changes are proposed and such changes need to be preceded by consultation, the changes must not be made until after the necessary consultation has taken place.

Both parties should keep open minds during consultation and be ready to change. Sufficiently precise information must be given to enable the person(s) being consulted to state a view, together with a reasonable opportunity to do so either orally or in writing.

Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome. However, the final decision shall be the responsibility of the employer.

- H6 From time to time directives will be received from Government and other external bodies, or through legislative change. On such occasions, the consultation will be related to the implementation process of these directives.
- H7 The process of consultation for the management of change shall be as follows:
- a) The initiative being consulted about should be presented by the employer as a "proposal" or "proposed intention or plan" which has not yet been finalised.
  - b) Sufficient information must be provided by the employer to enable the party/parties consulted to develop an informed response.
  - c) Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.
  - d) Genuine consideration must be given by the employer to the matters raised in the response.
  - e) The final decision shall be the responsibility of the employer.

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

### **Management of Staff Surplus**

- H8 Staff Surplus - When as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the reorganisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options below shall be invoked and decided on a case by case basis in accordance with this clause.
- H9 Notification of a staffing surplus shall be advised to the affected employees and their Union at least one month prior to the date of giving notice of severance to any affected employee or enhanced early retirement to any affected employee. This date may be varied by agreement between the parties. During this period, the employer and employee, who can elect to involve their Union Representative, will meet to agree on the options appropriate to the circumstances. Where employees are to be relocated, at least three months' notice shall be given to employees, provided that in any situation, a lesser period of notice may be mutually

agreed between the employee and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

H10 The following information shall be made available to the Union representatives:

- a) the location/s of proposed surplus.
- b) the total number of proposed surplus employees.
- c) the date by which the surplus needs to be discharged.
- d) the positions, grading, names and ages of the affected employees who are union members.
- e) availability of alternative positions at the GBCH.

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

H11 Options

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

- a) Reconfirmed in position
- b) Attrition
- c) Redeployment
- d) Retraining
- e) Severance
- f) Leave without pay

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

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.

H12 Reconfirmed in position - Where a position is to be transferred into a new structure in the same location and grade, where there is one clear candidate for the position, the employee is to be confirmed in it. Where there is more than one clear candidate the position will be advertised with appointment made as per normal appointment procedures.

H13 Attrition - Attrition means that as people leave their jobs because they retire, resign, transfer, die or are promoted then they may not be replaced. In addition or alternatively, there may be a partial or complete freeze on recruiting new employees or on promotions.

H14 Redeployment - Employees may be redeployed to an alternative position for which they are appropriately trained (or training may be provided). Any transfer provisions will be negotiated on an actual and reasonable basis. The employee's preference for redeployment shall be given due consideration.

- (a) Where the new job is at a lower salary, an equalisation allowance will be paid to preserve the salary of the employee at the rate paid in the old job at the time of redeployment. The salary can be preserved in the following ways:
- a lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
  - an ongoing allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).
- (b) Where the new job is within the same local area and extra travelling costs are involved, actual additional travelling expenses by public transport shall be reimbursed for up to 12 months.
- (c) The redeployment may involve employees undertaking some on-the-job training.
- (d) Transfer provisions will be negotiated on an actual and reasonable basis.

H15 Leave without pay - Special leave without pay may be granted within a defined period without automatic right of re-engagement. This provision does not include parental or sick leave.

H16 Retraining – Where a skill shortage is identified, the employer may offer a surplus employee retraining to meet that skill shortage with financial assistance up to the maintenance of full salary plus appropriate training expenses.

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

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

H17 Other options are severance or enhanced early retirement. The details of these are contained in Section K of this agreement.

H18 Job Search - Employees will be assisted to find alternative employment by being able to have a reasonable amount of time off work to attend job interviews without loss of pay. This is subject to the team leader/manager being notified of the time and location of the interview before the employee is released.

H19 Counselling - Counselling for the employee and their family will be made available as necessary.

<b>Employee Protection Provision</b>
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H20 Where the employer is contracting out, selling or transferring all or part of the business, including the part of the business where the employee is employed, the following provisions will apply:

- The employer shall endeavour to consult the employee about any proposal to sell all or part of the business or to contract out or transfer work before a final decision is made.
- If the employer decides to proceed with the proposed restructure, it will negotiate with the new contractor/service provider with a view to endeavouring to have the new employer offer the employee employment on the same or substantially similar terms and conditions including location, and recognising service as continuous. The employee will be advised of timeframes for such negotiation and/or for the acceptance of any offer of employment and/or of any application process, in a timely manner.
- The employee is entitled to choose whether or not to accept employment with the contractor/service provider. In the event that the contractor/service provider offers the employee employment in terms of the clause above, no redundancy situation will arise, and the employee will not be entitled to receive redundancy compensation or additional notice as specified above, whether or not the employee chooses to accept the offer of employment. The employee will be entitled to notice of termination with the employer as specified in this clause.
- In the event that the contractor/service provider is not prepared to offer the employee employment under the terms above, the employee will be entitled to notice of termination as specified and will remain entitled to the compensatory and other provisions of this agreement.

H21 For other nursing staff and Health Care Assistants employed before 1 September 2014 only

- When a position is offered and accepted on a lower wage than the previous position, the employer may offer a lump payment equivalent to what the difference between the current wage and the new wage would be over a two year period.
- Where the person acquiring the business does not offer the employee employment the employee will have access to the Staff Surplus provisions.

H22 The provisions contained in this clause shall not apply where the employer is in receivership or in liquidation.

## I. PROFESSIONAL/EDUCATIONAL DEVELOPMENT

I1 General - The employer and employee are committed to staff education and development. Employees will be actively encouraged to attend educational courses relevant to their professional/educational development and of benefit to the employer.

12 Statement of Intent for Professional Development

Professional development is a way of valuing staff and is essential to maintain a quality and efficient service. Staff maintaining and developing their roles is critical to the delivery of effective client care.

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

The allocation of Professional Development funds/study leave will be agreed prospectively wherever practicable and will be based on the principles of transparency, fairness and consistency.

- 13 The employer shall grant professional development leave of 32 hours per calendar year for full time employees (pro rated to no less than 8 hours per calendar year for part time employees) who are registered/enrolled nurses and/or midwives. This leave is to enable employees to complete qualifications, to attend courses and to undertake research or projects that are relevant to the employer and which facilitate the employee's growth and development, including cultural knowledge. 8 hours per calendar year shall be available for Health Care Assistants/Hospital Aides who are preparing to apply for Merit 1 or Merit 2. Prior approval of the employer must be obtained and will not be unreasonably withheld.

Paid leave to meet organisational and service requirements, (including staff meetings and in-service training) and those HPCA requirements not otherwise addressed in this clause, shall be granted in addition to the above provisions. The employer will meet any associated costs.

Professional development leave will be granted at T1 rate and shall not accumulate from one year to the next.

Any claim for expenses must be approved in advance and will be considered on a case by case basis.

New Graduate study days are in addition to those stated above.

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

Level

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



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

Nurse Practitioners shall be entitled to an annual \$5,000 Professional Development Allowance to support appropriate professional development opportunities. This Allowance may be accrued for up to 2 years (\$10,000). Such opportunities will be discussed between the Nurse Practitioner and their line manager.

For those employees where superior entitlements to these were available, such entitlements shall be retained by the Individuals concerned.

Where an employer requires an employee to attend professional/educational development, whether the employee is scheduled to work or not for the time of the leave, the employee shall be granted paid leave. Professional/educational development leave will be granted at T1 rate and shall not accumulate from one year to the next.

#### **Professional Development and Recognition Programmes**

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

The rates of these allowances are as follows:

RN Expert	\$4,500 p.a.
EN Accomplished	\$4,500 p.a.
RN Proficient	\$3,000 p.a.
EN Proficient	\$3,000 p.a.

- 15 All PDRP allowances in this agreement will, and in all future negotiations, have parity with the corresponding PDRP allowances in the DHB NZNO MECA, and will be maintained during the term of agreement.

**Note:** A Designated Senior Nurse placement on and progression through the salary scale is not dependent on PDRP. There is an employer expectation that a designated senior nurse will hold and maintain an expert portfolio or equivalent

- 16 Registered and Enrolled Nurses are encouraged to be working towards achievement of Proficient and once achieved, for this level of practice to be maintained.

There is an expectation that all RNs and EN's will be able to progress within the pathway and are required to demonstrate competent level of practice.

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

17 **Principles** - PDRPs / QLPs shall be applied in a consistent manner.

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

18 Health Care Assistants/ Hospital Aides

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

The rates of allowances are as follows:

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

Appendix 1(d) of the District Health Boards/NZNO Nursing and Midwifery Multi-Employer Collective Agreement (24 August 2015-31 July 2017) and the associated Handbook current at 1 September 2015 shall apply.

### Career Force Course Fees – HCA and Service Workers

#### 19 Career Force Training for Health Care Assistants and Service Workers

- 9.1 The employer is committed to supporting employees in Health Care Assistant (HCA) and Service Worker roles (including Cleaners, Kitchen Assistants and Cooks) to complete relevant Career Force qualifications. Achievements in Career Force qualifications are linked to pay grades for these roles.
- 9.2 For permanent employees in HCA and Service Worker roles enrolling in approved Career Force qualifications, the employer will fully pay the relevant course fees directly to the training provider on behalf of the employee, subject to the terms outlined in clause 9.4.
- 9.3 The level of support provided to employees in casual HCA and Service Worker roles will be considered by the General Manager GBCH on a case by case basis. Consideration will be given to factors such as length of casual employment, regularity of work performed and the level of qualifications held across the permanent team. The decision to fully or partially fund relevant Career Force course fees for a casual employee remains entirely at the discretion of the employer.
- 9.4 Employees that have Career Force course fees paid directly by the employer (in full or part) acknowledge and accept the following terms:
- a) The course fees must be repaid by the employee to the employer when
    - i. the qualification is not achieved by the employee in a reasonable timeframe, as agreed between the employer and employee; and/or
    - ii. the employment relationship is ending prior to completion of the qualification.
  - b) The employee agrees to complete a relevant wage deduction authority form at the time of each course enrolment, enabling the employer to deduct for reimbursement of relevant course fees if required, in accordance with the terms outlined in this section.
  - c) In the event there are concerns regarding time taken to complete or non-completion, these are to be raised directly with the employee by the employer. Reasons for delays and options for next steps will be explored and considered by the employee and employer.
  - d) The signed wage deduction authority will be held on the employee HR file and will not be enacted unless:
    - i. The qualification is not achieved by the employee in reasonable timeframes, any reasons for delays and options for next steps have been explored, with revised timeframes and completion plans discussed and agreed between employer and employee as appropriate. If the qualification remains incomplete without reasonable progress, explanation

- and/or further agreed timing extensions, the employer will notify the employee of their ongoing concerns and give notice of the enactment of the deduction authority prior to any deduction occurring; or
- ii. The course remains incomplete and the employment relationship is known to be ending (e.g. resignation or termination).

9.5 When an employee achieves the enrolled Career Force qualification in a reasonable or agreed timeframe the employee has no obligation to contribute to the fees of the completed course.

## J. WORK ENVIRONMENT

### General Conditions

#### J1 Accommodation and Amenities

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.

A suitable cloakroom shall be provided. Suitable lockers shall be provided for the use of employees.

All accommodation for employees shall be kept in a clean and sanitary condition by the employer, and employees shall co-operate in this respect.

Access to showering facilities shall be provided for employee.

### Uniforms & Protective Clothing

J2 Where the employer requires an employee to wear a uniform, it shall be provided free of charge, but shall remain the property of the employer. Uniforms will be replaced on a fair wear and tear basis where required as per the employer's policy. This sub clause does not apply In the event that the employee wears their own clothing within broad requirements such as wearing of certain colours.

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.

J3 Suitable protective clothing shall be provided at the employer's expense where the duty involves a risk of excessive soiling or damage to uniforms or personal clothing or a risk of injury to the employee.

Note that the protective clothing above includes the employer's instruction that the employee wear specific shoes for Infection control purposes. Where the employer and employee agree, the employee may purchase appropriate protective clothing/footwear and the employer will reimburse actual and reasonable costs.

Suitable wet weather clothing shall be provided where the employer and the employee agree that the nature of the work requires it.

J4 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.

J5 Clothing Allowance – Nursing and Health Care Assistants

- An allowance of \$3.42 per day (or proportionate part thereof for nurses employed part-time) shall be paid for each working day on which, because of therapeutic requirements or in the interests of patient care/rehabilitation, a nurse is required by the employer to wear civilian clothes instead of the normal uniform (such requirement or direction shall be in writing and a copy shall be forwarded to the union).
- (In the absence of a written requirement or direction, either a uniform shall be made available or an allowance of \$3.42 per day shall be paid until such time as a uniform is made available.

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

## K. TERMINATION OF EMPLOYMENT

<b>Notice Period</b>
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K1 Written notice of termination of employment shall be given by either the employee or the employer, except in the case of serious misconduct where an employee may be summarily dismissed. The notice period may be varied by agreement between the employee and the employer. Agreement for a shorter notice period will not be unreasonably withheld.

The notice period for all employees is four weeks.

The employer may pay an employee in lieu of notice, whether in whole or in part, without requiring the period of notice paid in lieu to be worked by the employee.

Where the employment is terminated by either the employee or the employer without the required notice period, that notice period shall be paid or forfeited as the case may require, except that in the case of termination of employment by summary dismissal, wages paid will be those due at date of termination only.

K2 Upon the termination of employment, employees shall return to the employer all equipment and protective clothing belonging to the employer. Notwithstanding anything contained elsewhere in this Agreement, the employer may deduct the value of any such property not returned from any final payment owing.

K3 All wages and holiday pay due shall be paid on the termination of employment.

#### **Abandonment of Employment**

K4 Abandonment of Employment - An employee absent from work for three consecutive working days without notification to the employer or without appropriate authorisation from the employer will be considered by the employer as having terminated their employment without notice, unless the employee is able to show they were unable to fulfil their obligations under this section through no fault of their own. The employer will make all reasonable efforts to contact the employee during the three days period of absence.

#### **Redundancy**

K5 For the purpose of this agreement, redundancy is defined as a condition in which the employer has staff surplus to requirements because of reorganisation or the closing down of all or part of the employer's operation.

K6 During the period of notice, the employee shall be entitled to reasonable time off to attend interviews, seek alternative employment and to undergo counselling, by agreement with the employer, without loss of pay.

K7 Notice and compensation

#### Primary Health Care Nurses and Reception/Admin staff and staff employed on or after 1 September 2014

The employer shall provide four weeks written notice of an impending redundancy to the affected employees and shall endeavour to redeploy affected employees.

The employer may provide the employee with a period of notice of at least 6 months, and no redundancy compensation shall be payable.

A higher settlement than that specified in this clause above is not precluded.

Redundancy compensation or extended notice as provided by the agreement shall not apply where:

- an alternative position with the employer is available on the same or substantially similar terms and conditions including location, and with duties within the employee's capabilities (some training may be required), which the employee elects not to take;
- an employee agrees to an alternative position with the employer, whether this is a similar position or not.

Except as otherwise provided in the clause below, in the event that a permanent employee is declared redundant by the employer then the employer shall either:

- pay redundancy compensation of:
  - compensation for the first year of service or part thereof of 4 weeks' salary (at the employees ordinary rate of salary at the date of termination without overtime or allowances) and
  - compensation for each subsequent year of service or part thereof of 2 weeks' salary (at the employees ordinary rate of salary at the date of termination without overtime or allowances;
  - with the proviso that the redundancy compensation so calculated shall not exceed 14 weeks' salary; or
- The employer may arrange for the employee to be made a suitable alternative offer of employment by another employer, and where this is acceptable to the employee then no redundancy compensation shall be payable, providing that agreement by the employee shall not be unreasonably withheld.

#### K8 Notice and compensation

##### Physiotherapy, Occupational Therapy and Activities staff and Public Health Nurses employed before 1 September 2014

Employees who commenced employment with the NMDHB prior to 1 October 2008 will retain pre-existing severance provisions, which are more favourable than those in this clause.

- 8.33 per cent of base salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment shall only be made where the requisite notice cannot be given. Notice that is of a lesser period than required by this document shall require the employer to pay an

amount proportionate to the ungiven period of notice. This payment is regardless of length of service; and

- 12 per cent of base salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months service; and
- 4 per cent of base salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 18; and
- 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.
- Outstanding annual leave and long service leave may be separately cashed up.
- Where there is an offer of redeployment to reduced hours, an employee may elect to take a pro-rata compensatory payment base on the above calculation.

K9 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.

K10 Notice and compensation

Service workers, including cooks and kitchen assistants employed before 1 September 2014

In the event that the employer has to terminate the employee's agreement of employment or employment in any other capacity within the company due to redundancy, 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:

- 8.33% 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
- 12% of basic wage (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and
- 4% 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
- 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.
- 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.



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.

K11 Notice and compensation

Other nursing staff and Health Care Assistants employed before 1 September 2014

Employees who commenced employment with the NMDHB prior to 1 April 2005, will retain pre-existing severance provisions, which are more favourable than those in this clause.

- 8.33 per cent of base salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment shall only be made where the requisite notice cannot be given. Notice that is of a lesser period than required by this document shall require the employer to pay an amount proportionate to the ungiven period of notice. This payment is regardless of length of service; and
- 12% of base salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and
- 4% of base salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
- where the period of total aggregated service is less than 20 years, 0.333% 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.
- a retiring gratuity or service payment if applicable.
- Outstanding annual leave and long service leave may be separately cashed up.
- Where there is an offer of redeployment to reduced hours, an employee may elect to take a pro-rata compensatory payment based on the above severance calculation.
- Nothing in this agreement shall require the employer to pay compensation for redundancy where as a result of restructuring, and following consultation, the employee's position is disestablished and the employee declines an offer of employment that is on terms that are:
  - the same as, or no less favourable, than the employee's conditions of employment; and
  - in the same or similar position to the disestablished position in which the employee was employed by the employer, or
  - in any position in which the employee is willing to accept.

K12 Certificate of Service - 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.

## **Superannuation**

- K13 Where an employee is a member of a KiwiSaver scheme under the KiwiSaver Act 2006, effective 31<sup>st</sup> March 2008, the provisions of the Act shall apply.

# L. PERSONNEL POLICIES & PROCEDURES

## **Disciplinary Code**

- L1 The employer's discipline and dismissal procedures are set out in the NBPH 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.

## **Human Resources Policy**

- L2 Attention is drawn to the employer's personnel policies and procedures, as set out in the employer's Human Resources Manual, a copy of which shall be available for reading on request.
- L3 All appointments shall be carried out in accordance with the procedures contained within the employer's personnel policies.

## **Harassment Prevention and EEO policy**

- L4 The parties recognise that harassment in the workplace is totally unacceptable. It is the responsibility of the employee to familiarise themselves with the relevant policy on harassment and the responsibility of the employer to communicate the extent of this policy and make it accessible to all employees.

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

Harassment complaints will be taken seriously and the employer undertakes to address these with sensitivity and impartiality.

Employees should refer in the first instance to the provisions and procedures specified in the employer's Harassment Policy. The employee's attention is also drawn to the Employment Relationship Problems Resolution Process. Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence, and other forms of intimidating behaviour.

L5 Sexual harassment - is verbal or physical behaviour of a sexual nature which is unwelcome to the receiver and is embarrassing or intrusive. It affects morale, work effectiveness and the right to enjoy a good working environment. Some types of behaviour constituting sexual harassment are listed below:

- Type of behaviour
  - sex-orientated jibes or abuse;
  - offensive gestures or comments;
  - unwanted and deliberate physical contact; (requests for sexual intercourse, including implied or overt promises for preferential treatment or threats concerning present or future employment status.
- Where it may occur
  - among co-workers;
  - (where a supervisor uses position and authority to take sexual advantage of another employee or to control or affect the career, salary or job of that employee;
  - in dealing with members of the public.
- Responsibilities for supervisors and complainants when dealing with sexual harassment:
  - It is the responsibility of the employer to maintain a work environment free of unwelcome behaviour and to provide a mechanism for reporting sexual harassment, ensuring a fair investigation and avoiding reprisals against the complainant;
  - Care is to be taken during the investigation of any complaint of sexual harassment and afterwards to prevent any disadvantage to the complainant and care must also be taken to protect the position of other parties if the complaint is found to be unwarranted.
  - The employer relies on supervisors at all levels to facilitate and encourage proper standards of personal and ethical conduct in the workplace.

Sexual harassment complaints must be taken seriously and handled with sensitivity and impartiality. Behaviour, words and gestures have different meanings in different cultures. What may be acceptable in one culture may not be in another. This needs to be taken into account in the workplace.

The employer has a policy of equal employment opportunity, which requires a high standard of conduct in the workplace.

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.

- L6 Racial Harassment - An employee is racially harassed if the employee's employer or a representative of the employer uses language (whether written or spoken), or visual material, or physical behaviour that directly, or indirectly:
- expresses hostility against, or brings into contempt or ridicule, the employee on the grounds of race, colour, or ethnic or national origins of the employee; and
  - is hurtful or offensive to the employee (whether or not that is conveyed to the employer or the representative); and
  - has, either by its nature or through repetition, a detrimental effect on the employee's employment, job performance or job satisfaction.

#### **Resolution of Employment Relationship Problem Process**

- L7 Personal grievances and disputes shall be addressed according to the provisions set out in Part 9 of the Employment Relations Act 2000.

An "employment relationship problem" includes:

- A personal grievance
- A dispute
- 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.

These include such things as personal grievances, disputes, claims of unpaid wages, allowances or holiday pay.

- L8 Where an Employment Relationship Problem arises the parties will in the first instance seek to resolve it between the immediately affected parties. Further to this:

**Let the Employer Know** - Employees who have a problem in their employment should let the employer know so that the problem can be resolved in a timely manner. In most cases employees will be able to approach their manager to talk the issue through and reach an agreement. HR can help with this process. However, it is recognised that sometimes employees may not feel comfortable in approaching their manager or an agreement may not be able to be reached. If this is the case, employees may wish to contact a union delegate or organiser to get advice or assistance.

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 Ministry of Business Innovation and Employment will be involved in attempting to resolve the problem or dispute.

- L9 The employee is entitled to seek representation at any stage during the process. Help with an employment relations problem is available from within the work place (employee manager) or

outside the workplace (Ministry of Business Innovation and Employment), or a union, an advocate or a lawyer.

- L10 If the matter is unresolved either party is entitled to seek mediation from the Mediation Services of the Ministry of Business Innovation and Employment or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems).

Employees can ask their union organiser/delegate to provide assistance in accessing this service. Alternatively, the Mediation Service can be contacted on 0800 800 863.

- L11 Personal Grievance - a "personal grievance" means a claim that an employee:
- has been unjustifiably dismissed; or
  - has had their employment, or their conditions of employment, affected to their disadvantage by some unjustifiable action by the employer; or
  - has been discriminated against their employment; or
  - has been sexually harassed in their employment; or
  - has been racially harassed in their employment; or
  - has been subjected to duress in relation to union membership.

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.

- L12 Employment Relations Authority - Where any matter comes before the Authority for determination, the Authority must direct the matter to mediation in the first instance. Where mediation has failed or been deemed inappropriate in the circumstances, the Authority will then have the power to investigate the matter.

If the parties are still unable to resolve the workplace problem, employees can apply to the Employment Relations Authority (ERA) for assistance. The ERA is an investigative body that operates in an informal way, although it is more formal than the Mediation Service. The ERA looks into the facts and makes a decision based on the merits of the case, not on legal technicalities. Again employees can ask a union organiser to provide assistance in accessing this service.

The Employment Relations Authority has jurisdiction to hear and make decisions on employment relationship problems which are referred to it.

- L13 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

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

#### **Confidentiality & Public Statements**

- L14 As part of their normal duties, the employees will have access to confidential information concerning the employer and clients. This information may include, but is not limited to business information, trade secrets, transaction details, business, employee or records, and other confidential information relating to the employer, employees or clients.

Under no circumstances will an employee make use of, divulge or communicate confidential information to any person either during the term of this agreement or at any time after the termination of this agreement.

- L15 This shall not prevent registered health practitioners from making appropriate ethical/professional disclosures regarding individual patient clinical status and associated legal issues, in accordance with the provisions of the Privacy Act 1993. The registered health practitioner will notify the employer of such disclosures.

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

- L16 If an employee is concerned about any issues regarding their practice, the practice of the employer, or other matters with respect to the operation of the employer, the parties agree that, in the first instance, the matter should be raised in-house as a matter of course with the appropriate manager, or the person responsible for Protected Disclosures.

If the concerned employee is not satisfied with the response given, then they may speak out on the issue of concern provided that they identify themselves as speaking as authorised by and on behalf of the union. Before speaking out on the issues of concern, these comments are to be discussed with the employee's appropriate manager prior to release in order that the employer has the opportunity to discuss any effects which such comments might have on the employer's business.

- L17 Attention is drawn to the employer Media Policy and the Privacy Act.

## **Policies & Procedures**

L18 All employees covered by the Agreement shall comply with the employer's policies and procedures in force from time to time, to the extent that such policies and procedures are not inconsistent with the terms and conditions of this Agreement.

The employee will be consulted regarding any additions/amendments to those policies and procedures, where such additions/amendments have a material effect on employees' conditions of employment. Failure to consult shall not void any additions/ amendments.

L19 Insurance protection - for employees travelling on work related business is provided in accordance with the GBCH insurance policy. The provisions of the insurance policy are available from your manager.

## **Employee Access to Personal Information**

L20 Employees are entitled to have access to their personal file in accordance with the Organisation's procedures.

## **Pay & Employment Equity**

L21 The parties to this Agreement have a commitment to pay and employment equity.

## **Health and Safety**

L22 The employer shall comply with the provisions of the Health and Safety at Work Act 2015 and subsequent amendments concerning safety, health and welfare matters. The parties to this agreement agree that employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken. The parties agree to comply with the Employee Participation Agreement in NBPH.

L23 It shall be the responsibility of the employer to ensure that the workplace meets required standards and that adequate and sufficient safety equipment is provided.

L24 It shall be the responsibility of every employee covered by this agreement to work safely and to report any hazards, accidents or injuries as soon as practicable to their supervisor.

L25 It is a condition of employment that safety equipment and clothing required by the employer is to be work or used by the employee and that safe working practices must be observed at all times.

- L26 Attention is also drawn to the employer's policies and procedures on health and safety.
- L27 Health and safety representatives shall be permitted to take paid time as agreed with 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.
- L28 The parties to this agreement recognise that effective health and safety committees are the appropriate means of providing consultative mechanisms of health and safety issues in the workplace.
- L29 Professional Indemnity/Medical Malpractice Insurance Policy, against actions taken by persons suffering damage as a result of acts or omissions of the employee while acting in the course of their employment.

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

- L30 The parties to this agreement recognise that effective health and safety committees are the appropriate means of providing consultative mechanisms on health and safety issues in the workplace.

#### **Whanau / Family Friendly Policies**

- L31 Employers and employees recognise the value of whanau/family and will endeavour to promote whanau/family friendly policies.

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

- L32 Childcare

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

#### **No Pass on Provision**

- L33 The employer agrees not to initiate, pass on to non-union members terms or conditions that are the same or substantially the same as those contained in this collective agreement any earlier than 3 months from the date union members receive any increase.



This means that the employer and non-union members shall individually negotiate their terms and conditions of employment.

#### **Continuity of Service**

L34 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.

#### **Copy of Agreement**

L35 Upon request, employees shall be provided with a copy of this agreement as soon as practicable.

# M. SIGNATORIES

For and on behalf of the  
Nelson Bays Primary Health (NBPH)

  
Signature

19.12.2022.  
Date

For and on behalf of the  
NZNO

Shannyn Hunter  
  
Signature

09/12/2022  
Date

For and on behalf of the  
PSA

  
Signature

15/12/2022  
Date

## **Appendix A - Career and Salary Progression (CASP) Framework**

### **Applies to:**

#### **Allied Health & Public Health Salary Scale**

### **Introduction**

The Career and Salary Progression (CASP) framework establishes a fair, transparent and consistent process for career and salary progression for practitioners on the non-automatic salary steps on the following salary scales who wish to apply for salary progression: Allied Health.

This Schedule provides all practitioners and their managers with the framework and process agreed between Nelson Bays Primary Health/Golden Bay Community Health (NBPH/GBCH) and the Public Service Association (PSA). The framework has been developed as a single document that will be used by all professions and is a prospective process involving the mutual setting of goals between a practitioner and their manager.

The framework provides practitioners with a pathway for career progression and salary review appropriate to their individual, profession and service requirements. Practitioners on the non-automatic salary steps who choose not to participate in the CASP process must continue to demonstrate ongoing competency at their current salary step.

Many of the activities described in this document could be applicable to practitioners on the automatic salary steps. However, for practitioners participating in CASP, the objectives that they develop will further extend their practice. Their work will contribute to the ongoing development of both themselves and the service that they work in. It is also expected that they will be leading other practitioners to integrate the NBPH/GBCH Vision, Values and organisational Goals into practice. Practitioners accessing this framework may be working in either specialist or generalist areas of practice and their activity may occur in acute, ambulatory, community, rural, public health or other settings involving clients with physical and/or mental health issues, and other key stakeholders.

The CASP framework has seven practice domains: Professional & Clinical Practice, Teaching & Learning, Evaluation & Research, Leadership & Management, Quality & Risk Management/Service Development, Advanced Māori Responsiveness and Cultural Responsiveness.

### **Māori Responsiveness/ Te Anga atu ki ngā Hiahia o te iwi Māori**

Kua oti te anganga atu ki ngā hiahia o te iwi Māori te tuitui ki roto i te anga o CASP. Kua inoi atu ki ngā kaimahi kia whakaarotia ētahi pūkenga matua i ia wāhanga o ā rātou kāpuinga mahi, e whakaatu mai ana i ngā urupare hāngai ki ngā hiahia hauora o te iwi Māori. Ka kite tonu ngā Kaimahi Hauora Ngaio i

roto i ngā kaupapa e hāngai ana ki ia wāhanga tētahi tauira me pēhea e huri mai ai ki te tautoko i te hunga Māori, me pēhea hoki e whakapakaritia ai ngā hua hauora mō ngāi Māori i roto i ngā mahi.

Kua oti te kaupapa te Toi o ngā Mahi Anga atu ki ngā Hiahia o te iwi Māori mā te hunga Māori, hei whakawhānui i te akoranga, i te whakamanatanga, me te whakatinanatanga o ngā mōhiotanga ahurea, ngā pūmanawa me ngā pūkenga e hāngai pū ana, ina mahi tahi me te iwi Māori. Kei roto i tēnei wāhanga kāpuinga mahi tētahi wāhi mā ngā kaimahi Māori e mahi ana i ngā wāhanga hauora ahakoa ki hea, engari ka noho ēnei hei tautoko i ngā rāngai e tino hāngai ana ki te Māori. Ko ngā ariā me ngā mahi e pā ana ki te anga atu ki ngā hiahia o te iwi Māori, i hangaia, i tuia mai hoki ki roto, hei wāhanga o ngā mahi tahitanga ki Te Rau Matatini.

Responding to the needs of Māori has been incorporated throughout the CASP framework. Practitioners are encouraged to consider core competencies within each of the domains of practice that aim to express appropriate responses to Māori health needs. The Practitioner will note within the themes corresponding to each domain an example of how they might demonstrate behaviours conducive to Māori and supportive of positive health outcomes.

The practice domain of Advanced Māori Responsiveness has been developed to extend the acquisition, acknowledgement and implementation of specialised cultural knowledge, skills and competencies when Māori are specifically working with Māori. This practice domain provides scope for Māori practitioners who may be employed in any health care setting, however will be supportive to Māori focused contexts.

*The concepts and practices regarding Māori responsiveness have been developed and integrated in partnership with Te Rau Matatini.*

### **Statement of Accountability**

The CASP Framework process requires mutual responsibility and accountability of all staff involved. This should include the individual practitioner, their manager(s) and the professional representative for that discipline. The process is prospective and includes setting objectives, preparing the agreed evidence within the practitioner's portfolio, and presenting achievements at the annual performance review meeting. However, the setting of objectives may take into consideration work that has been initiated within a reasonable timeframe of the objectives being set as long as objectives remain current to service need/service development and of benefit to professional development. The practitioner being appraised is responsible for meeting their own tasks and highlighting issues with their manager that may impact on their ability to complete activities within agreed timelines. If this does not occur the salary progression process could be discontinued at that time, although the annual performance review process will be completed.

### **Principles**

The principles of fairness, transparency and consistency in the application of the Career and Salary Progression (CASP) Framework will be achieved by:

1. Establishing agreed expectations and associated evidence required between the individual, their manager and professional representative
  - a) The CASP framework is a prospective process (note the Statement of Accountability) and will take a minimum of one year to complete
  - b) It will align with regulatory and professional standards as appropriate
  - c) It requires achievement of a satisfactory performance review as agreed by both parties prior to the commencement of CASP
  - d) It requires that a practitioner is not under a performance management process
  - e) It establishes challenging expectations within the practitioner's current role, which could be via a clinical/practice and/or a managerial pathway
  - f) Where a professional representative is not available for practitioners within the GBCH location, one will be appropriately sourced from the region in the first instance
  - g) Both the individual and their manager share accountability for initiating and maintaining the CASP process

### Process

1. An employee who is considering entering into the CASP process should first confirm with their manager their eligibility and that there is appropriate scope, responsibilities, need and opportunities in their service to warrant this in accordance with clause 5.1.6.
2. The practitioner selects the themes within each domain and develops SMART objectives (in consultation with a suitable professional representative from that discipline).
3. The compulsory domains required are outlined in the table below. Non-compulsory domain objectives are completed from any practice domain within the document relevant to the position, service requirements and development needs of the practitioner. The number of objectives will be agreed between the manager and the employee.

Occupational Group	Compulsory Domains
Allied Health, Health & Clinical Support Workers (Level 3).	<ul style="list-style-type: none"> <li>- Clinical &amp; Professional Practice</li> <li>- One objective demonstrating Māori responsiveness (can come out of any of the practice domains &amp; may be part of the Clinical &amp; Professional Practice objective).</li> </ul>

4. The employee may consult the PSA if there is a dispute between them and their manager over the size of the objectives.
5. The manager and the employee will discuss the appropriate support required for the employee to complete the CASP process at the time their objectives are set. Any reasonable resources, including time, must be identified and agreed when objectives are initially set, with consideration given to the maintenance of normal service requirements. The objectives are then signed off by the manager.
6. The practitioner completes the work during the year, with the evidence kept in their professional portfolio.
7. The objectives and evidence of the completed activity is reviewed at the end of the year by the line manager, with discipline-specific professional input.
8. Consultation between the practitioner and their manager(s) should be ongoing throughout the year to allow for any amendments should circumstances change or additional opportunities present themselves
9. If all agreed activities have been completed, then the salary progression occurs.
10. Where there are disagreements during this process, local GBCH dispute resolution processes will apply.

### Professional & Clinical Practice

This practice domain is fundamental to the CASP Framework. All practitioners are employed in clinical and/or professional practice roles where this activity forms the majority of their outputs.

Practitioners will be:

- Demonstrating significant and advanced clinical/professional practice skills and competencies aligned to their discipline-specific standards, expectations, codes of ethics and service requirements
- Demonstrating an ability and willingness to pass their knowledge and expertise on to other practitioners at local, national and international levels as appropriate
- Demonstrating clinical/professional practise leadership within their profession, wider than their immediate service environment
- Collaborating, initiating and/or developing partnerships that impact on clinical/professional practice at local, regional or national levels
- Demonstrating clinical/professional practice that uphold tikanga based principles.

<b>Themes</b>	<b>Examples of Activities</b>
<b><i>Demonstrates professional/clinical (practice) leadership/knowledge.</i></b>	<ul style="list-style-type: none"> <li>- Acts as a resource person.</li> <li>- Demonstrates innovation in practice.</li> <li>- Critical consumer of literature and demonstrates integration into practice.</li> <li>- Acknowledges the significance and use of te reo Māori and can communicate using basic greetings with appropriate pronunciation.</li> <li>- Acknowledges and actively engages in the impact of whaka whanaunga on a person's life story.</li> </ul>
<b><i>Acts as a clinical/professional resource person.</i></b>	<ul style="list-style-type: none"> <li>- Provides peer review.</li> <li>- Provides clinical guidance/mentoring.</li> <li>- Develops formal teaching/papers.</li> <li>- Develops resource materials for populations.</li> </ul>

<b>Themes</b>	<b>Examples of Activities</b>
	<ul style="list-style-type: none"> <li>- Influences community and population health issues.</li> <li>- Involvement in service specific contract negotiation</li> <li>- Uses advanced professional knowledge and expertise to act as a resource.</li> <li>- Provides formal review of professional practice of a colleague external to the organisation.</li> <li>- Welcomes manuhiri by providing a welcoming environment and facilitates interactive communication.</li> </ul>

<p><b><i>Develops collaborative partnerships that impact on clinical/professional practice.</i></b></p>	<ul style="list-style-type: none"> <li>- Develops and maintains strategic relationships internal/external to the organisation.</li> <li>- Advances strategic relationships internal/external to the organisation.</li> <li>- Advances consumer involvement in the provision of health or health services.</li> <li>- Advances effective team working.</li> <li>- Demonstrates the acknowledgement of the significance and use of te reo Māori and communicates using basic greetings with appropriate pronunciation.</li> <li>- Aligns frameworks, practices and concepts to Māori paradigms of health.</li> </ul>
<p><b><i>Advances strategic relationships internal/external to the organisation</i></b></p>	<ul style="list-style-type: none"> <li>- Demonstrates the development of new relationships or expands current relationships between provider arm services and the primary/NGO sector and/or other agencies.</li> <li>- Demonstrates consumer involvement in service development/review and/or the provision of health or health services.</li> <li>- Advances effective team working.</li> <li>- Demonstrates the acknowledgement of the significance and use of te reo māori and communicates using basic greetings with appropriate pronunciation.</li> <li>- Demonstrates the acknowledgement of frameworks align practices and concepts to Māori paradigms of health.</li> </ul>
<p><b><i>Demonstrates advancing clinical /professional competency.</i></b></p>	<ul style="list-style-type: none"> <li>- Identifies and responds to clinical /professional risk.</li> <li>- Demonstrates clinical/professional effectiveness.</li> <li>- Manages increasingly complex ethical/professional/clinical situations, acknowledging cultural linkages and views (tuakiri).</li> </ul>

	<ul style="list-style-type: none"> <li>- Demonstrates advancing assessment/intervention skills, acknowledging concepts and perceptions of Māori spirituality.</li> <li>- Demonstrates an understanding of traditional views of health of other cultures and aligns this with practice.</li> </ul>
<p><b><i>Contributes to relevant Professional Body.</i></b></p>	<ul style="list-style-type: none"> <li>- Participates in Advisory Committees, Competency Panels, Registration Authorities or other groups relevant to the profession/discipline.</li> <li>- Contributes to the development of national standards of practice.</li> <li>- Presents a paper at a national/international professional meeting/conference/workshop.</li> <li>- Presents as an invited keynote speaker at a national/international professional meeting/conference/workshop.</li> <li>- Participates in a professional working group / review group (external to the GBCH) at a local /regional /national or international level.</li> <li>- Participates as a reviewer in a profession-wide peer review process.</li> </ul>

### Teaching & Learning

All practitioners participate in these activities throughout their careers. For practitioners on the non-automatic salary steps, there is an expectation that they will be providing appropriate leadership in this area and, where opportunities exist, may be:

- Actively involved in mentoring and supervision of students and/or other practitioners
- Actively engaging with a wide variety of stakeholders
- Leading and initiating teaching & learning activities at local, national and international levels as appropriate
- Actively participating in post-graduate work or study
- Actively supporting Māori methods of learning.

<b>Theme</b>	<b>Examples of Activities</b>
<p><b><i>Actively seeks opportunities to develop self professionally.</i></b></p>	<ul style="list-style-type: none"> <li>- Undertakes post-graduate work relevant to the profession and/or the service.</li> <li>- Writes an article/paper for publication relevant to the profession/service.</li> <li>- Undertakes research relevant to the profession and/or the service.</li> <li>- Implements new directions and/or areas of service provision.</li> <li>- Is a critical consumer of the literature and can demonstrate changes in service provision following implementation of practice change.</li> </ul>



<b>Theme</b>	<b>Examples of Activities</b>
	<ul style="list-style-type: none"> <li>- Specialises or provides practice to a niche area, benefiting the service provided.</li> <li>- Aligns frameworks, practices and concepts to Māori paradigms of health.</li> </ul>
<b>Actively seeks opportunities to develop staff within or external to the service/discipline.</b>	<ul style="list-style-type: none"> <li>- Provides supervision and/or peer review (where this is not a core requirement of the role) to other staff which may include specific problem solving sessions.</li> <li>- Implements quality projects aimed at directly improving services provided.</li> <li>- Organises and provides continuing education of staff which may include development and implementation of in-service programmes, relevant educational materials and inter-professional educational activities.</li> <li>- Organises and delivers presentations external to the organisation to a variety of stakeholders and the development of educational materials if required.</li> <li>- Is involved with teaching professional/clinical practice at a relevant tertiary organisation for undergraduate or postgraduate students of the same or another discipline.</li> <li>- Organises and participates in a relevant professional course/conference/workshop.</li> <li>- Demonstrated involvement with iwi, other Māori providers and Māori trainers.</li> </ul>

### **Evaluation & Research**

This practice domain emphasises the development of evaluation and research skills so that they can be applied to the clinical & professional practice environments in particular. It is essential to support the development and implementation of these skills so that practitioners can incorporate practice-based evidence that underpins their work, demonstrating quality and improved health outcomes while contributing to local service delivery.

<b>Theme</b>	<b>Examples of Activities</b>
<b>Maintains and updates knowledge in practice.</b>	<ul style="list-style-type: none"> <li>- Critically evaluates current research literature and shares this information with others</li> <li>- Searches for and critiques research material in areas of practice.</li> </ul>

<b>Theme</b>	<b>Examples of Activities</b>
	<ul style="list-style-type: none"> <li>- Initiates service improvements through validated research findings in clinical practice/service delivery.</li> <li>- Develops treatment protocols or evidenced based guidelines.</li> <li>- Takes responsibility for the generation, implementation and review of relevant protocols/procedures.</li> </ul>
<p><b>Participates in outcome measurement and reflects this in practice.</b></p>	<ul style="list-style-type: none"> <li>- Participates in evaluation and outcome measurement and incorporates recommendations into practice.</li> <li>- Initiates ideas/ programmes/ interventions and/or strategies that may lead to improvements in practice, operational service delivery or wider community health outcomes.</li> <li>- Implements research within the constraints of the organisation – may include quality assurance, evaluation projects and consumer outcome measurement systems.</li> </ul>
<p><b>Research participation and development.</b></p>	<ul style="list-style-type: none"> <li>- Actively participates in research activity in professional development /management /leadership issues.</li> <li>- Leads (or actively participates) in research projects which may include service reviews, documentation audits, practice audits and change of practice</li> <li>- Submits a research activity/paper for publication</li> <li>- Leader of a project that involves a multidisciplinary team at local or national level.</li> <li>- Acts as a peer reviewer for academic journal.</li> <li>- Reviews research protocols at local or national level.</li> <li>- Actively participates in the development of standards of practice based on theory, research and evaluation.</li> <li>- Conducts research as a principle investigator/co-investigator in research activity within/external to organisation.</li> </ul>
<p><b>Undertakes relevant post graduate/tertiary study.</b></p>	<ul style="list-style-type: none"> <li>- Completes all study requirements.</li> <li>- Applies and disseminates knowledge to colleagues and peers to enhance practice and improve health outcomes.</li> <li>- Applies key research principles for Māori involvement.</li> <li>- Sources mandate from appropriate forums for Māori research projects.</li> </ul>

## Leadership & Management

This practice domain focuses on the development and application of leadership and management skills, particularly (but not exclusively) for those practitioners in designated roles with responsibility for clinical/practice leadership *and/or* beginning management responsibility. The practitioner will support or lead tikanga based principles.

<b>Theme</b>	<b>Examples of Activities</b>
<b>Demonstrates Leadership.</b>	<ul style="list-style-type: none"> <li>- Demonstrates and promotes integration of the GBCH Vision, Values and Goals.</li> <li>- Provides leadership and/or management for a group of health practitioners within a team (where this is not a core requirement of the role).</li> <li>- Leads appropriate change management initiatives</li> <li>- Provides representation of the team perspective to senior managers.</li> <li>- Develops and extends networks with peers and professional colleagues internal and external to the GBCH, including training institutions.</li> <li>- Resolves ethical and professional issues relating to self and others clinical/professional practice.</li> <li>- Leads and supports an aspect of Māori /other cultural competence development within a service area.</li> <li>- Challenges culturally inappropriate practices and supports staff to make changes.</li> </ul>
<b>Understands and integrates national or international policies, guidelines, strategies and/or legislation into clinical/professional practice.</b>	<ul style="list-style-type: none"> <li>- Demonstrates an understanding of national policies, strategies and/or legislation and their impacts on Māori health care delivery.</li> <li>- Integrates the requirements / recommendations into specific clinical/professional situations.</li> <li>- Provides guidance to other practitioners regarding the impact of requirements / recommendations on clinical/professional practice.</li> <li>- Contributes to consultation on the implementation and practice of legislation and policies etc.</li> </ul>
<b>Advocates for the professional group within wider political arena and / or work environment.</b>	<ul style="list-style-type: none"> <li>- Represents the views of their professional group.</li> <li>- Represents their profession while participating in working parties, professional groups, in areas of review and professional policies/procedures.</li> <li>- Actively supports and advocates within their profession to meet the core health goals identified by the Ministry of Health and/or the strategy within the District Annual Plan and/or strategy within GBCH Operational Plan.</li> </ul>
<b>Demonstrates operational</b>	<ul style="list-style-type: none"> <li>- Contributes to the efficient organisation and performance of the team.</li> </ul>

<b>Theme</b>	<b>Examples of Activities</b>
<b>management skills.</b>	<ul style="list-style-type: none"> <li>- Deputises for Service Manager/ Professional Leader/Advisor or representative when required.</li> <li>- Leads team building and development activities.</li> <li>- Leads conflict resolution processes.</li> <li>- Identifies and resolves risk management issues.</li> <li>- Leading and prioritising work at times of staff shortages.</li> </ul>
<b>Undertakes project management activities.</b>	<ul style="list-style-type: none"> <li>- Demonstrates project management skills e.g. scoping, business case development, stakeholder and risk management, communication plans, resource management, reporting requirements, project implementation and evaluation.</li> <li>- Demonstrates understanding of the financial implications/budget restraints/resources available and works within these.</li> <li>- Demonstrates consultation with stakeholders.</li> <li>- Promotes and markets the project.</li> <li>- Manages change related to the project.</li> </ul>
<b>Demonstrates advancing team-member Skills.</b>	<ul style="list-style-type: none"> <li>- Values and encourages the diverse contribution of team members.</li> <li>- Facilitates a problem solving approach.</li> <li>- Demonstrates effective negotiation skills.</li> <li>- Demonstrates a constructive approach to conflict resolution.</li> <li>- Identifies and constructively manages disruptive behaviour within the team.</li> <li>- Advocates for and supports the team members.</li> <li>- Raises the profile of the team / profession.</li> <li>- Demonstrates of role modelling the principles of whanaungatanga.</li> </ul>

### **Quality & Risk Management / Service Development**

Practitioners participate in these activities throughout their careers. For practitioners on the non-automatic salary steps, there is an expectation that they will be providing appropriate leadership in this area and expanding their view beyond the immediate work environment to include critical evaluation, analysis and reflection of the impact and quality of their service delivery on other teams, services, disciplines and/or organisations. Practitioners will be:

- Actively participating in quality activities (across the organisation);
- Actively engaging with a wide variety of stakeholders inclusive of Māori; and
- Leading and initiating Quality & Risk Management / Service Development activities as it impacts on their team, discipline and/or service.

<b>Theme</b>	<b>Examples of Activities</b>
<b>Contributes to quality projects or activities (individual or team).</b>	<ul style="list-style-type: none"> <li>- Leads (or actively participates) in quality initiatives and quality assurance activities including service reviews, clinical audits and change of practice.</li> <li>- Takes responsibility for service changes and developments in alignment with GBCH objectives.</li> <li>- Identifies gaps in the service and takes steps to remedy them.</li> <li>- Takes an active role in resolving ethical professional or service issues.</li> <li>- Initiates effective processes with another service to enhance collaborative working.</li> <li>- Initiates ideas/ programmes/ interventions and/or strategies that may lead to improvements in clinical practice, operational service delivery or wider community health outcomes.</li> <li>- Relates goals and actions to strategic aims of the organisation and profession.</li> </ul>
<b>Takes a leadership or proactive role with the team/ service that supports the Service Manager/Line Manager in achieving strategic direction.</b>	<ul style="list-style-type: none"> <li>- Enhances the team's achievement of the organisational goals/strategic direction.</li> <li>- Takes a primary role in the strategic direction of the service.</li> <li>- Provides coaching, mentoring, supervision and development of other staff.</li> <li>- Initiates ideas/ programmes/ interventions and/or strategies that may lead to improvements in clinical practice, operational service delivery or wider community health outcomes.</li> <li>- Contributes to the development and delivery of service plans.</li> <li>- Influences the direction of the service e.g. projects, contracts etc.</li> <li>- Challenges culturally inappropriate practices and supports staff to make changes.</li> </ul>
<b>Develops, updates and/or implements clinical policies, procedures, standards or guidelines.</b>	<ul style="list-style-type: none"> <li>- Uses the available evidence as the basis of development/ review.</li> <li>- Implements improvements which may relate to aspects of clinical, cultural or service provision/ delivery.</li> <li>- Prioritises policies and practices that achieve fair and effective allocation of resource and improved health outcomes.</li> </ul>

### **Advanced Māori Responsiveness /**

#### **Te Toi o Te Anga Atu ki ngā Hiahia o te Iwi Māori**

Kua oti tēnei wāhanga kāpuinga mahi te whakarite i roto i ngā mahi tahitanga ki Te Rau Matatini, ā, hei whakawhānui tēnei i ngā pūkenga a ngā kaimahi Māori, i runga i te tikanga whakatairanga i ngā ōritenga

o te anga atu ki te Māori, ki te hunga ehara i te Māori, me te mōhio anō, arā anō ngā rerekētanga o ngā momo iwi nei. He mea tēnei me mātua whakaoti, mā ngā kaimahi hauora ngaio i ngā ratonga/tūranga e tohua ana he ratonga e hāngai ana ki te Māori, inā koa, ngā ratonga Kaupapa Māori, ā, ka taea te whai e ngā kaimahi Māori o ngā ratonga auraki e mahi tahi ana me te Māori. Ko te whakapakaritanga o ngā whāinga o roto i ēnei kaupapa i raro iho nei tētahi hua o te whakawhanaunga e ahu mai ai ngā mahi tiaki, tohutohu, ārahi, tohutohu hoki i te hunga e tika ana i roto i ō rātou rōpū, i te hapori nui tonu hoki.

This practice domain has been developed in partnership with Te Rau Matatini and advances the competencies for Māori practitioners in a way that highlights the commonalities for non-Māori and Māori responsiveness, as well as acknowledging points of difference. It is compulsory for practitioners in Māori designated positions/services e.g. Kaupapa Māori services, and optional for other Māori practitioners in main-stream services who work with Māori. The development of objectives based on the themes identified below relies on maintaining key relationships to ensure oversight, direction, leadership and guidance from the appropriate people within their organisations and community.

<b>Theme</b>	<b>Examples of Activities</b>
<p><b>Wairua</b></p> <p>Recognises an individual's spirituality and the significance in their well-being.</p>	<ul style="list-style-type: none"> <li>- Demonstrates processes and an understanding of the depth of the spiritual realm that a person may encounter, (inclusive of people and environment) e.g: <ul style="list-style-type: none"> <li>o Guides tangata whaiora to identify tapu, noa and rahui and the impact on (for example) their hinengaro, whenua or whakapapa.</li> <li>o Utilises Māori frameworks to gauge the realm tangata whaiora is sitting in e.g. te whare tapa wha, te wheke, pae tonga, takarangī framework etc.</li> </ul> </li> </ul>
<p><b>Te Reo</b></p> <p>Recognises the diversity of cultures and languages. Respects the value of te reo Māori and its usage in the health setting.</p>	<ul style="list-style-type: none"> <li>- Demonstrates leadership and fluency of communication in a range of settings, exchanges and dialects e.g: <ul style="list-style-type: none"> <li>o Develops resource materials for the team/service.</li> <li>o Introduces Māori language to other team members.</li> <li>o Acts as a resource person within the organisation.</li> <li>o Seeks leadership and guidance from pakeke, koroua and kuia.</li> </ul> </li> </ul>
<p><b>Whakawhanaunga</b></p> <p>Recognises an individual's choice of family and friends and their inter-connected relationships.</p>	<ul style="list-style-type: none"> <li>- Demonstrates leadership in the context of inter-generational principles around Ko Āu, Whānau and Whanaunga e.g. the development of a case study that is available as a learning activity for other practitioners that includes: <ul style="list-style-type: none"> <li>o Whākapapa.</li> <li>o Familial and other relationships of tangata whaiora.</li> <li>o The importance of relationships of tangata whaiora.</li> <li>o A clear understanding of the way the family operates and explores how their patterns of behaviour can impact on subsequent generations.</li> <li>o Recommends appropriate intervention taking the above concepts into consideration.</li> </ul> </li> </ul>
<p><b>Tuakiri</b></p> <p>Recognises the importance of a person's unique identity.</p>	<ul style="list-style-type: none"> <li>- Demonstrates and facilitates positive changes in maintaining hauora <ul style="list-style-type: none"> <li>o Promotes tangata whaiora to make appropriate choices for healthy lifestyles</li> <li>o Demonstrates Māori frameworks to facilitate hauora e.g. pōwhiri poutama, rangi matrix, te whare tapa wha, te wheke.</li> </ul> </li> </ul>
<p><b>Manaaki</b></p>	<ul style="list-style-type: none"> <li>- Leads and responds to a variety of settings that engage with tangata whaiora and their whanau i.e. marae, hui, whanau etc as tangata whenua or manuhiri <ul style="list-style-type: none"> <li>o Develops resource for the team/service</li> </ul> </li> </ul>

<b>Theme</b>	<b>Examples of Activities</b>
Recognises the extent of importance in showing respect or kindness to people	<ul style="list-style-type: none"> <li>○ Role models and leads the concepts of manaaki to tangata whaiora/whānau and other team members</li> <li>○ Respects others in the practice of manaaki, inclusive of koha and reciprocity.</li> </ul>
<b>Ngakau Māori</b> Recognises and understands the strategic direction of Māori concepts or ideas.	<ul style="list-style-type: none"> <li>- Develops and delivers education based upon Māori frameworks to inform professional/clinical practice.</li> <li>- Provides cultural supervision for other Māori practitioners.</li> <li>- Actively leads strategic planning and direction of Māori services that improve Māori outcomes</li> <li>- Monitors and evaluates effectiveness of planned intervention.</li> </ul>

### **Cultural Responsiveness**

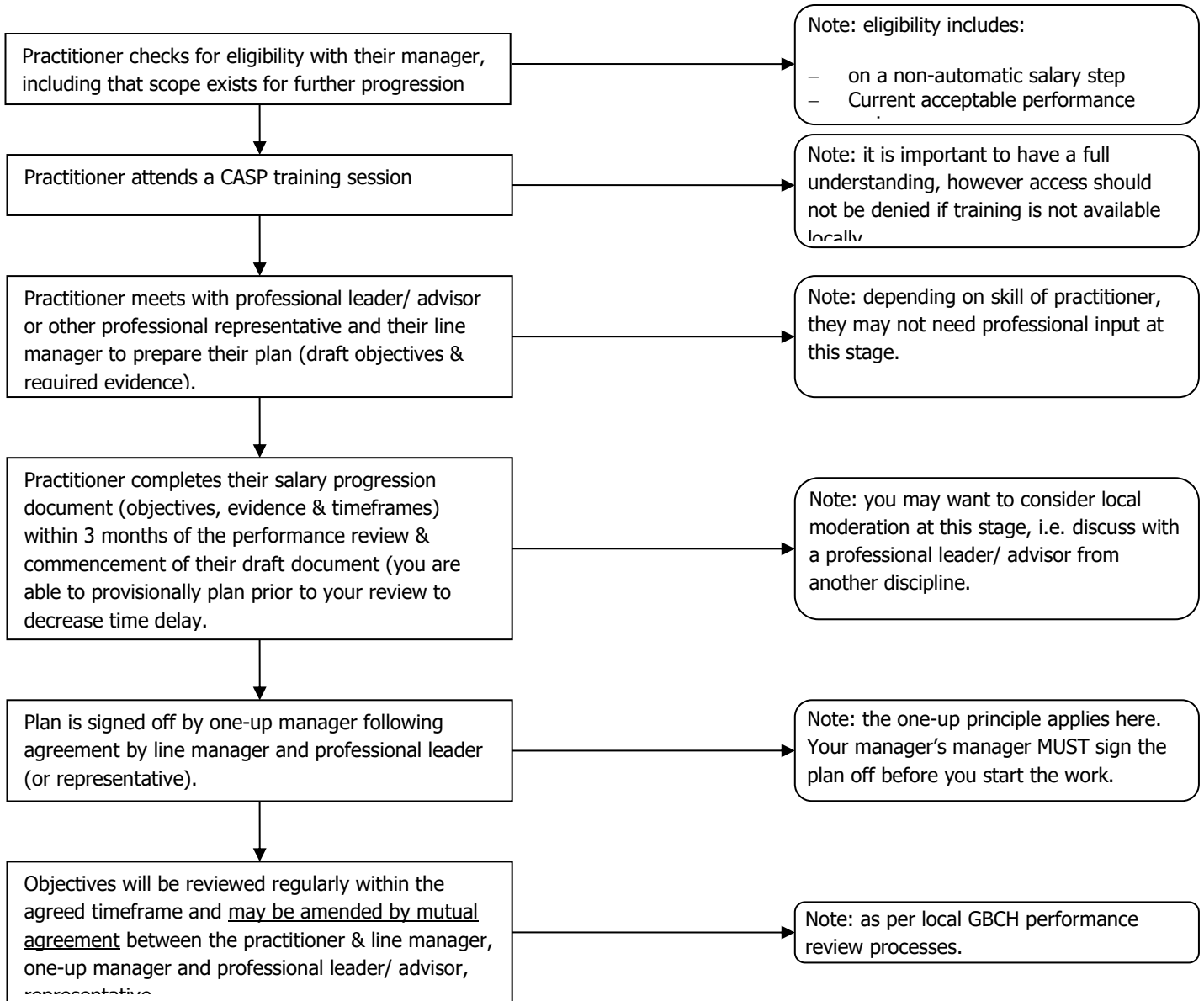
This practice domain advances the competencies for practitioners regarding cultural competence for Pacific cultures or for people from other cultures that you interact with in your clinical/professional practice. Cultural Responsiveness requires an awareness of cultural diversity and the ability to function effectively and respectfully when working with people from different cultural backgrounds. It also requires awareness of the practitioner's own identity and values, as well as an understanding of how these relate to practice. Cultural mores are not restricted to ethnicity but also include (but are not limited to) those related to gender, spiritual beliefs, sexual orientation, abilities, lifestyle, beliefs, age, social status or perceived economic worth (NZ Psychologists Board, February 2011). The development of objectives based on the themes identified below relies on maintaining key relationships to ensure oversight, direction, leadership and guidance from the appropriate people within local organisations and the community.

<b>Theme</b>	<b>Examples of Activities</b>
<b>Demonstrates alignment of clinical /professional practice and appropriateness with the NBPH/GBCH strategic plans.</b>	<ul style="list-style-type: none"> <li>- Develops and maintains relationships with the Pacific Health services.</li> <li>- Demonstrates a working relationship with Pacific Health providers (including NGOs).</li> <li>- Develops understanding and analysis of current issues in specific client groups.</li> <li>- Links NBPH/GBCH Strategic Plan with clinical practice in key target areas identified by Pacific Health.</li> </ul>
<b>Develops an in-depth understanding of Pacific approaches to health.</b>	<ul style="list-style-type: none"> <li>- Researches an identified Pacific culture, its wider environmental context, leadership structure and its interplay with clinical practice.</li> </ul>

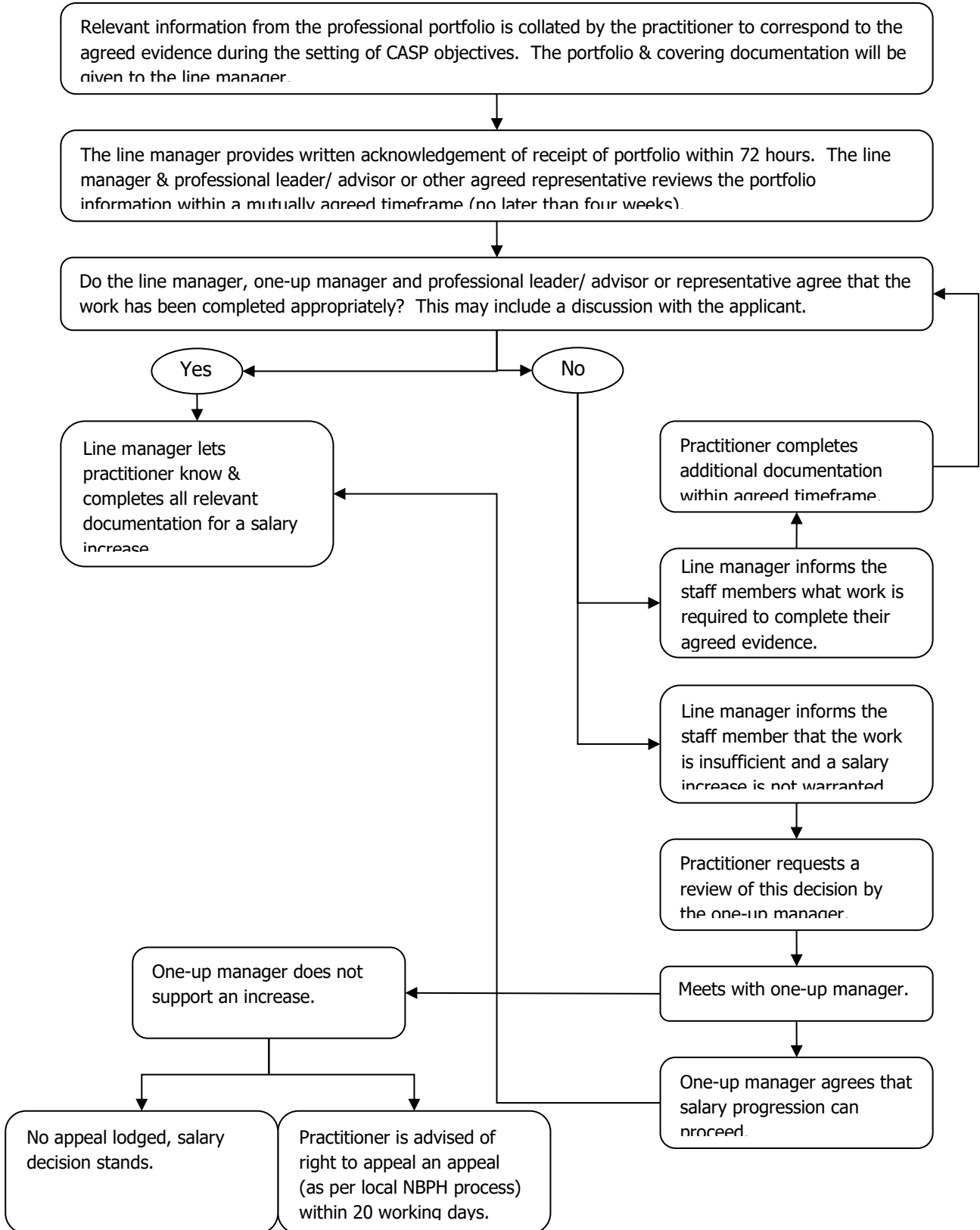


<b>Theme</b>	<b>Examples of Activities</b>
	<ul style="list-style-type: none"> <li>- Researches NBPH/GBCH vision and values and their link with Pacific cultural values and principles</li> <li>- Researches Pacific People's traditional views on health.</li> <li>- Researches governance/partnership systems in NBPH/GBCH and links this to own role and responsibilities.</li> <li>- Researches disparities in the NBPH/GBCH population and links to issues within own service.</li> </ul>
<p><b>Demonstrates alignment of clinical /professional practice and appropriateness with policies related to other cultural population groups represented in NBPH region.</b></p>	<ul style="list-style-type: none"> <li>- Develops and maintains relationships with groups representing an identified culture.</li> <li>- Demonstrates a working relationship with relevant community resources.</li> <li>- Demonstrates an understanding and analysis of current issues in specific client groups.</li> <li>- Links NBPH/GBCH Strategic plan with clinical practice in key target areas.</li> </ul>
<p><b>Develops an in-depth understanding of an identified cultural group within your PHO.</b></p>	<ul style="list-style-type: none"> <li>- Researches into an identified culture, its wider environmental context, leadership structure and its interplay with clinical practice.</li> <li>- Researches NBPH/GBCH vision and values and that culture's population groups principles of health, linking this to own role and responsibilities.</li> <li>- Researches disparities in the NBPHO/GBCH population and links this to own service.</li> </ul>
<p><b>Leads and supports an aspect of cultural responsiveness within own service area.</b></p>	<ul style="list-style-type: none"> <li>- Demonstrates leadership and role-modelling in both clinical and professional practice and service delivery.</li> <li>- Challenges culturally inappropriate practices and supports staff to make changes.</li> <li>- Is actively involved in developing cultural policies within own service.</li> <li>- Develops needs assessment of cultural requirements for staff.</li> <li>- Cultural knowledge and appropriateness is applied to clinical and professional practice.</li> <li>- Demonstrates an understanding of own issues regarding cultural intervention.</li> <li>- Demonstrates a working relationship with relevant community groups.</li> <li>- Develops understanding and analysis of current issues in specific client groups.</li> <li>- Leads the GBCH Strategic Plan with clinical practice in key target areas.</li> </ul>

## CASP – Setting Objectives



## CASP – Submitting Your Evidence



## Appendix B - Merit Criteria.

**Applies to:  
Allied Health Assistants**

### Principles

The principles of fairness, transparency and consistency in the application of the merit process will be achieved by:

- a) An employee who is considering entering into the merit process should first confirm with their manager their eligibility and that there is appropriate scope, responsibilities, need and opportunities in their service to warrant this.
- b) Establishing agreed expectations and associated evidence required between the individual, their manager and professional representative. The employee may consult the PSA if there is a dispute between them and their manager over the size of the objectives.
- c) The Merit process will be a prospective process and will take a minimum of one year to complete. However, the setting of objectives may take into consideration work that has been initiated within a reasonable timeframe of the objectives being set as long as objectives remain current to service need/service development and of benefit to professional development.
- d) It requires that an assistant is not under a performance management process
- e) It establishes challenging expectations within the assistant's current role,
- f) Both the individual and their manager share accountability for initiating and maintaining the merit process.

Criteria Number	Expectations	Performance Indicator
	<p><b>Merit One:</b> employees must meet:</p> <ul style="list-style-type: none"> <li>➤ criteria1 and:</li> <li>➤ criteria 2; and</li> <li>➤ either criteria 3A or 3B; and</li> <li>➤ one bullet point from criteria 4;and</li> <li>➤ either criteria 5A, 5B, 5C or 5D</li> </ul> <p><b>Merit Two:</b> employees must meet all criteria, that is:</p> <ul style="list-style-type: none"> <li>➤ criteria1 and:</li> <li>➤ criteria 2; and</li> <li>➤ criteria 3A or 3B; and</li> <li>➤ two bullet points in criteria 4;and</li> <li>➤ two of the following criteria: 5A, 5B, 5C, 5D</li> </ul>	
<b>1.</b>	<b>PERFORMANCE APPRAISAL</b>	
	Is meeting the requirements of the Job Description by applying the necessary skills in an appropriate way to achieve job	<ul style="list-style-type: none"> <li>• Has received a satisfactory performance appraisal including</li> </ul>

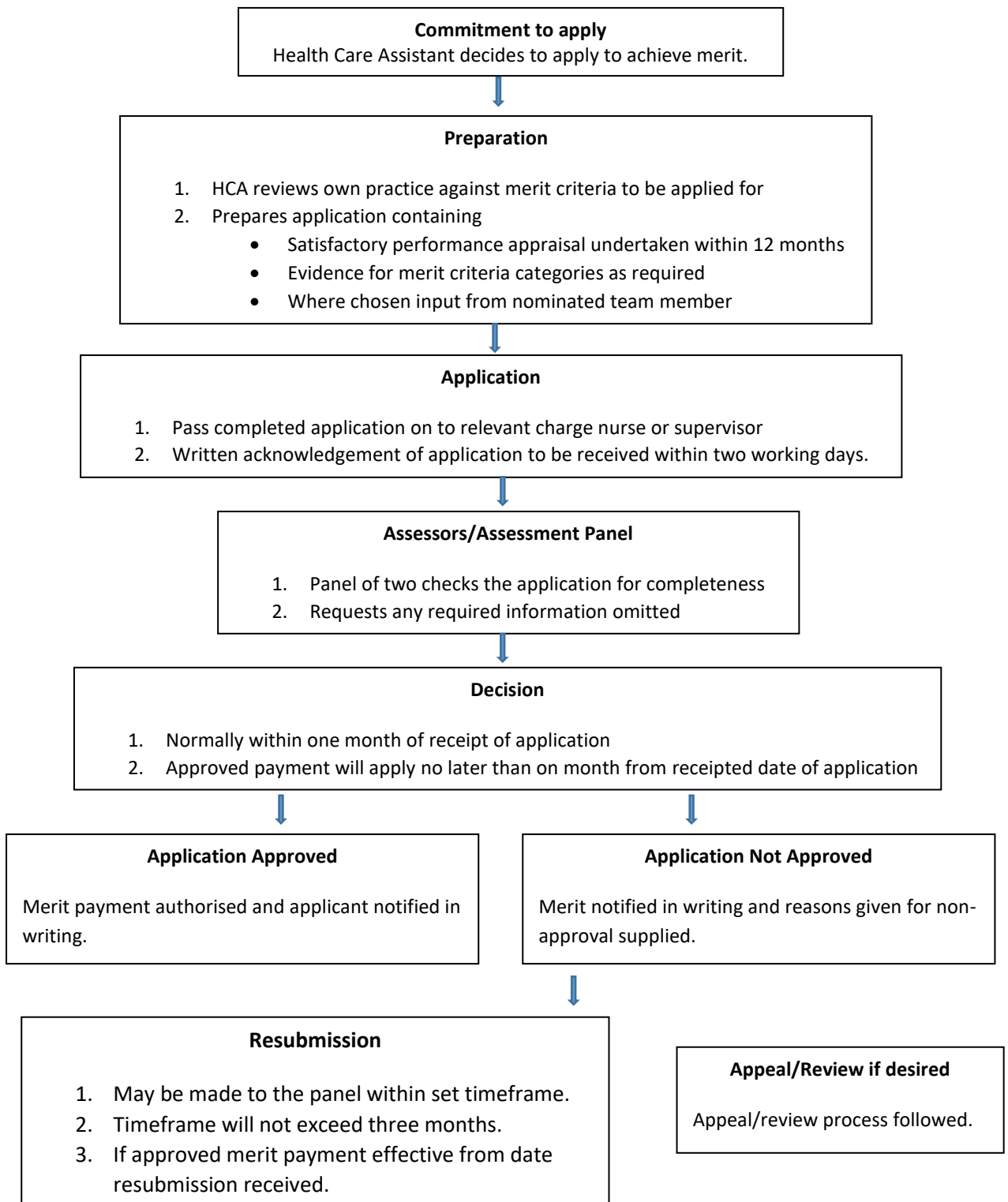
Criteria Number	Expectations	Performance Indicator
	goals (on the basis of a Job Description that has been agreed between employee and manager), and is meeting obligations as an employee of the GBCH.	<p>completing an agreed performance plan.</p> <ul style="list-style-type: none"> <li>• Works according to GBCH policies</li> </ul>
<b>2</b>	<b>CULTURAL SENSITIVITY</b>	
	Demonstrates an awareness, sensitivity and respect of others acknowledging and responding to each persons individual and cultural needs	<ul style="list-style-type: none"> <li>• Provide examples of how you demonstrate and maintain respect and sensitivity to patients/ family/whanau or health care team</li> </ul>

<b>3</b>	<b>ADVANCED COMPETENCIES/ PROFESSIONAL DEVELOPMENT</b>	
<b>3A</b>	<p>Is achieving agreed standards of excellence, and is applying advanced or new skills in the workplace, demonstrated by improvements in:</p> <ul style="list-style-type: none"> <li>• Practice knowledge and observation</li> <li>• Skills (applied training)</li> <li>• Organisational Knowledge</li> <li>• Customer service (describe customer base)</li> </ul> <p>Is able to train other staff.</p> <p><b>OR</b></p>	<ul style="list-style-type: none"> <li>• Evidence of performance in two or more of the following <ul style="list-style-type: none"> <li>- agreed extra tasks</li> <li>- improvements in productivity and accuracy</li> <li>- excellent customer service (evidence: peer or line supervisor)</li> <li>- use of organisational knowledge to improve quality of service provided</li> <li>- application of new skill</li> <li>- able to train /mentor allied health assistants as delegated to do so by Team Leader</li> </ul> </li> <li>•</li> </ul>
<b>3B</b>	<p>Has demonstrated commitment to professional development relevant to current work area. Has undertaken advanced education relevant to the area. Has applied this learning to the workplace.</p>	<ul style="list-style-type: none"> <li>• Summary of education activities or papers taken over the last 12 months</li> <li>• Written explanation showing appropriate application of learning in the workplace</li> </ul>

<b>4</b>	<b>LEADERSHIP COMPETENCIES</b>	
	<p>Shows demonstrable and consistent leadership behaviour through activities such as the following (this is not exhaustive):</p> <ul style="list-style-type: none"> <li>• Acts as resource to new staff accepting responsibility for orientation</li> <li>• Influences others through mentorship</li> <li>• Is used as a resource person</li> <li>• Advances quality initiatives (identifies problem in work process or service delivery, develops plan for improvements and assists in implementation)</li> <li>• Motivates others</li> <li>• Takes a positive role in team function, can be depended upon to seek resolution of conflict in the group by building on the constructive ideas and comments of others.</li> </ul>	<ul style="list-style-type: none"> <li>• Description of activities over the last 12 months</li> <li>• Reference (written) from Team Leader, Allied Health Professional, Professional Supervisor, Nursing staff, Allied Health Practitioner, customer and/or peer confirming description of activities described.</li> </ul>

5	ORGANISATIONAL DEVELOPMENT	PERFORMANCE INDICATOR
5A	<p>Demonstrates commitment to GBCH goals by organizing and promoting in the work area any two activities such as: (list is not exhaustive)</p> <ul style="list-style-type: none"> <li>• Health and Safety</li> <li>• Resource Management</li> <li>• Project Participation</li> <li>• Cost Effective Practice</li> <li>• In-service education</li> <li>• Environmental Initiatives/Responsibilities</li> <li>• Infection Control</li> <li>• Technical/IT skills</li> <li>• Team Building Activities</li> </ul>	<ul style="list-style-type: none"> <li>• Written description of activities over last 12 months/evidence of document</li> <li>• Reference (written) from Team Leader, Professional Supervisor, Allied Health Professional, nursing staff, customer and/or peer attesting to activities described.</li> </ul>
5B	<p>Takes a proactive role within the team or service which enhances organisational achievement / direction.</p>	<ul style="list-style-type: none"> <li>• Evidence of responsibility for service-wide activities which enhance organisational achievement / direction</li> <li>• Evidence of meeting objectives which reflect service enhancement /direction</li> <li>• Reference from Professional Supervisor or Team Leader.</li> </ul>
5C	<p>Demonstrates a commitment to co-operation between teams or services where appropriate. Initiates effective planning with another team or service in a way that enhances collaborative working. This might demonstrate good skills in respect of enabling improved relationships between teams or services.</p>	<ul style="list-style-type: none"> <li>• Written description of activities over last 12 months</li> <li>• Reference (written) from Team Leader, Allied Health Professional, Professional Supervisor, nursing staff, customer and/or peer attesting to activities described.</li> </ul>
5D	<p>Performance of other services to GBCH or clients not listed in 4 above such as innovative proposals for systems improvements.</p>	<ul style="list-style-type: none"> <li>• Written description</li> <li>• Evidence that proposal has been developed and submitted.</li> </ul>

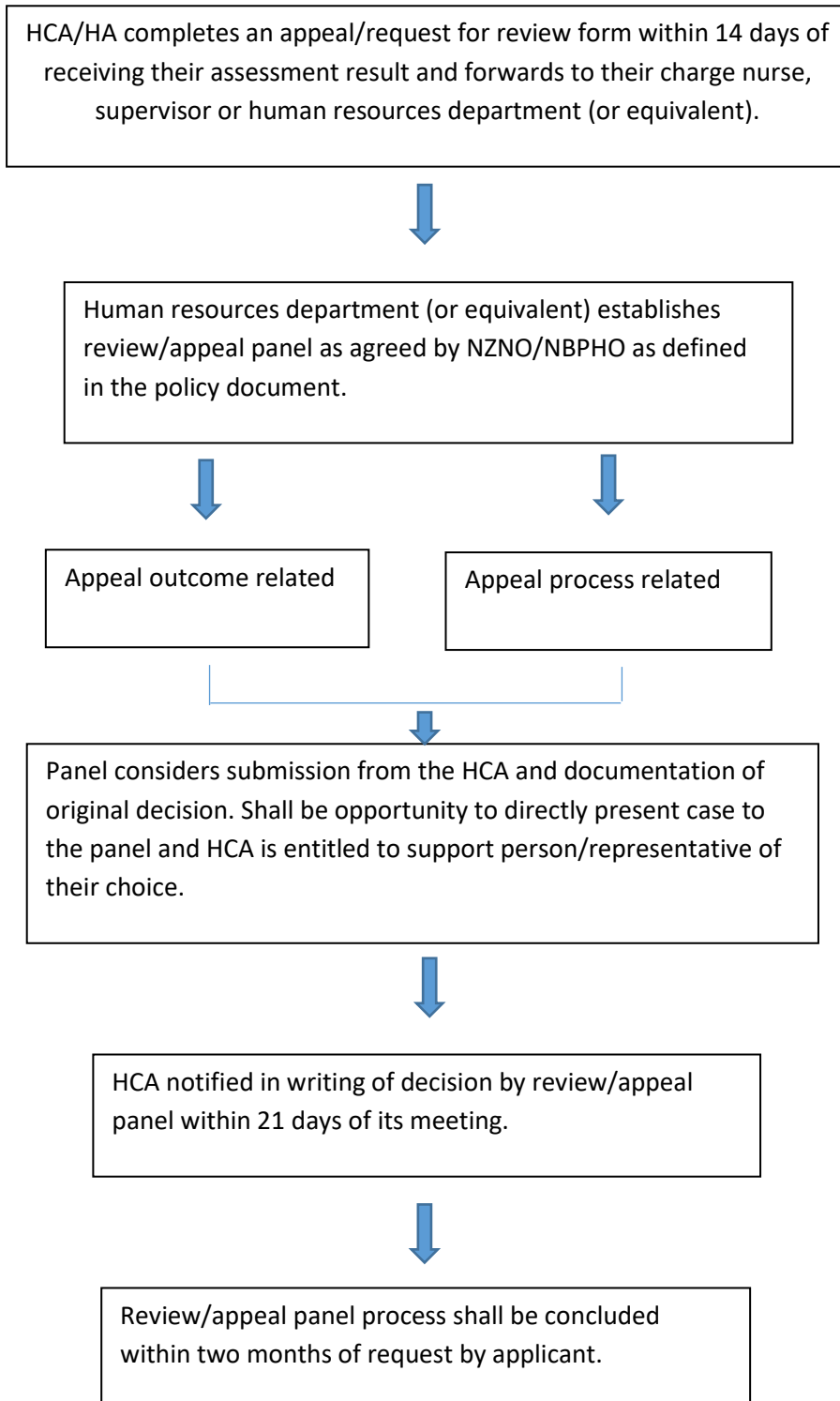
## HCA MERIT APPLICATION FLOW CHART





### MERIT REVIEW / APPEAL PROCESS FLOW CHART

Should any Health Care Assistant be dissatisfied with the outcome or process related to the merit assessment, the appeal / review procedure is as follows:



## Appendix D

### HEALTH CARE ASSISTANT/HOSPITAL AID MERIT CATEGORIES JULY 2005

“Health Care Assistant” or “Hospital Aide” means an employee who is an auxiliary to the nursing team and is able to perform tasks in their position description relating to patient care and who works under the direction of a registered nurse/midwife.

<p>For achievement of Merit Allowance Payments the following shall be met:</p> <ul style="list-style-type: none"> <li>• For Level 1 Merit Allowance – must meet categories 1 &amp; 2 and 2 criteria from category 3, and 1 criteria from categories 4 and 5.</li> <li>• For Level 2 Merit Allowance – must meet categories 1 &amp; 2 and <u>all</u> of the criteria from categories 3, 4 and 5.</li> </ul>	<p>The bulleted points below must be demonstrated for the relevant category to be met.</p> <p>There may be exceptional circumstances where it is more appropriate for the employee to present their whole case orally rather than in writing. It is expected that in these unusual circumstances the DHB will modify the process to accommodate such application.</p>
<p><b>Category 1 Performance Appraisal * Compulsory Item</b></p> <p>A) Has maintained the requirements as outlined in the job description by applying necessary skill, including meeting any specific performance objectives and obligations as a DHB employee.</p>	<p><b>Evidence</b></p> <ul style="list-style-type: none"> <li>• Submits satisfactory performance appraisal undertaken within 12 months prior to application.</li> <li>• Charge Nurse / Supervisor (or equivalent) confirms performance has been maintained (or improved) to the standard indicated in the last performance appraisal.</li> </ul>
<p><b>Category 2 Cultural Sensitivity * Compulsory Item</b></p> <p>A) Demonstrates awareness, sensitivity and respect of others; acknowledging and responding to each person’s individual and cultural needs(s).</p>	<p><b>Evidence</b></p> <ul style="list-style-type: none"> <li>• Provide an example of how you demonstrate and maintain respect and sensitivity to patient/family/whānau and/or health care team.</li> </ul>
<p><b>Category 3 Communication</b></p> <p>A) Undertakes effective, accurate and timely communication with appropriate team members including understanding and applying instructions.</p>	<p><b>Evidence</b></p> <ul style="list-style-type: none"> <li>• Provide an example of effective, accurate and timely communication with team members.</li> </ul>
<p>B) Uses a variety of communication techniques with patient/family/whānau that demonstrates respect and empathy in any given situation.</p>	<p><b>Evidence</b></p> <ul style="list-style-type: none"> <li>• Provide an example of how your verbal / non-verbal communication techniques had a positive outcome of a specific situation with a patient/family/whānau.</li> </ul>
<p>C) Checks for clarity and understanding and applies instructions accurately.</p>	<p><b>Evidence</b></p> <ul style="list-style-type: none"> <li>• Provide an example of a situation in which you sought advice or clarification.</li> </ul>

Category 4 Additional Responsibilities / Skills	Evidence
<p>A) Undertakes an agreed responsibility additional to the role / position description in the work area by appropriate level of involvement and promotion of activities. An example of the agreed responsibility may include, but is not limited to, one of the following:</p> <ul style="list-style-type: none"> <li>➤ Equipment / technical skills</li> <li>➤ Quality improvement activities</li> <li>➤ Infection control</li> <li>➤ Stock control</li> <li>➤ Cost effective initiatives</li> <li>➤ Project participation</li> <li>➤ Environmental initiatives / responsibilities</li> </ul>	<ul style="list-style-type: none"> <li>• Provide verification from a colleague or team member of an example and description of the additional responsibility(ies) and level of involvement.</li> </ul>
<p>B) Undertakes learning / educational activities relevant to the position description and demonstrates application of learning to work or role.</p>	<ul style="list-style-type: none"> <li>• Summarise list of learning / education opportunities attended or involved in over the past 2 years. Include the date, topic, duration, confirmation of attendance and completion of course requirements, as applicable. Provide examples of how new knowledge or skills are applied to your work or role.</li> </ul>
<p>C) Is considered a role model with the ability and willingness to act as a “buddy” / support / resource person for the orientation of new and existing staff.</p>	<ul style="list-style-type: none"> <li>• Provide an example that describes your involvement as a “buddy” / support / resource person. Confirmation from colleague or team members as required to support the evidence.</li> </ul>
Category 5 Team contribution	Evidence
<p>A) Demonstrates a positive contribution to the effective functioning of the team/service. An example may include one of the following:</p> <ul style="list-style-type: none"> <li>➤ Anticipates unplanned activities in team/service and demonstrates willingness to assist the team to manage these situations</li> <li>➤ Identifies opportunities for improvements in the workplace, and works with the team to initiate required change</li> <li>➤ Suggests and develops processes for improving efficiency of day to day work processes</li> <li>➤ Positively assists with implementing new plans/projects systems and processes</li> <li>➤ Adaptability to changing circumstances within workplace</li> </ul>	<ul style="list-style-type: none"> <li>• Provide an example of how you have positively contribute to the functioning of the team / service.</li> <li>• Knowledge of available organisational resources / service / staff to achieve desired outcomes.</li> </ul>
<p>B) Without prompting, takes initiative in response to changing demands of the work/service environment.</p>	<ul style="list-style-type: none"> <li>• Outline an example of a situation where there has been a response to changing demands in order to assist team members.</li> </ul>