



**SERVICE WORKERS'
COLLECTIVE AGREEMENT**

12 April 2019 – 14 June 2021

OBJECTS

The parties to this Agreement:

- (a) Are committed to promoting, protecting and otherwise caring for the health of people.
- (b) Recognise that measure of quality of service and value for money are integral to purchase and provision of health services.
- (c) Seek innovation and on-going improvement in all aspects of provision of health services.
- (d) Believe that employees and their employers should share the responsibility for achieving their mutual goals.
- (e) Know that a competent and well-motivated workforce is vital for achievement of the mutual goals.
- (f) Value the importance of providing opportunities for the continuing development, training and advancement of staff.
- (g) Value effective communication and consultation between employers, and employees and their representatives.
- (h) Recognise that the ADHB must be able to successfully operate in, and respond to the realities of, a changing and competitive environment.
- (i) Are committed to:
 - acting in a fair and honest manner
 - recognising the importance of each person and their contribution to the success of the ADHB.
 - working and treating each other with respect
 - resolving problems in a non-adversarial manner
 - ensuring all employees attend work regularly

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**AUCKLAND DISTRICT HEALTH BOARD
SERVICE WORKERS'
COLLECTIVE AGREEMENT**

1 COVERAGE OF COLLECTIVE AGREEMENT

1.1 Application & Parties

1.1.1 This Agreement is made pursuant to Part 5 of the Employment Relations Act 2000.

1.1.2 The parties to this Agreement shall be:

(a) Auckland District Health Board (hereinafter referred to as "the ADHB" or "the Employer").

(b) FIRST union (hereinafter referred to as "the union").

1.1.3 This Agreement shall be binding on the parties to it.

1.2 Application of Collective Agreement

1.2.1 This Collective Agreement shall cover all employees employed by Auckland District Health Board in the provision of the following work:

(a) Orderly work including the following roles: Orderly, Equipment Pool Co-ordinator, Dispatcher, Education & Training Co-ordinator and Orderly Supervisor; and

(b) Health Care Assistants as per Appendix 1.

1.2.2 New employees engaged to carry out work as defined above will, pursuant to section 62 of the Employment Relations Act 2000 be employed on the terms and conditions of this agreement for the first 30 days of their employment.

1.2.3 New employees shall be given information about the union parties to this Agreement.

1.2.4 The parties agree that where any employee is engaged in any work as defined in 1.2.1 of this clause and there is no classification/rate provided in this Agreement for that work, the parties shall negotiate and the Agreement shall be varied so as to incorporate an appropriate classification/rate.

1.2.5 Where an employee is not bound by this Collective Agreement but whose work falls within the coverage clause, the Employer shall not enter into an individual agreement which contains superior terms and conditions than those in this Collective Agreement.

1.2.6 Employees employed as Health Care Assistants have their terms and conditions

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varied from those that exist for other employees covered by this agreement in accordance with the provisions of Appendix 1. Where there is any conflict, the provisions contained in the Appendix shall apply.

2 DEFINITIONS

"Casual Employee" means an Employee who has no set hours or days of work and who is asked to work as and when required on a relief basis. This includes cover for sick leave, annual leave and other unexpected absences and events.

"Current Continuous Service" means current continuous service with the ADHB or its predecessor(s) except that breaks of less than one month shall not be deemed to break the period of Service.

"Full-time Employee" means an Employee who is employed to work not less than the ordinary hours of work set out in clause 4.1 of this Agreement.

"Part-time Employee" means an Employee, other than a casual Employee, who works on a regular basis with prearranged days and hours but less than the ordinary or normal hours prescribed in this Agreement. A part-time worker shall be employed for no less than four hours per week and no less than two hours per day.

"Week" in the case of day workers shall mean the seven days computed from midnight to midnight covered by the pay week of the institution in which the worker is employed.

"Week" in the case of night workers shall mean the seven nights computed from noon to noon covered by the pay week of the institution in which the worker is employed.

"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.

"Rostered days off" refers to rostered days off for full-time employees. A full-time employee will usually have two rostered days off per week as per clause 4.4.

"Orderly Supervisor" An employee who is preferably an Orderly employed to supervise other Orderlies including involvement in appointment, assessment and disciplinary procedures, assisting with orientation and on the job training and administration of rosters and leave. Duties may include some or all of the duties of an Orderly.

"Dispatcher" Is defined as an employee, preferably an Orderly, appointed to despatch and co-ordinate the day to day operations of the Transit Service.

"Equipment Pool Coordinator" is an employee who is preferably an Orderly who has responsibility for the distribution, pick up and cleaning of all equipment in the Equipment pool. Responsible for entering details of equipment distribution and return on infra

(electronic booking system). Responsible for faulty equipment to be sent to clinical engineering for repair.

“Education and Training Coordinator” is an employee responsible for the coordination of the education, training and assessment of competencies and qualifications for other members of staff (orderlies, dispatchers and supervisors)

3 VARIATION

This Agreement may be varied by agreement between the Employer and the FIRST union. Any such variation will be recorded in writing and signed by the parties.

4 HOURS OF WORK

4.1 Ordinary Hours of Work

- 4.1.1 The ordinary hours of work shall not exceed 40 in any one week without payment of overtime, and shall be made up of up to five shifts, not exceeding eight hours of paid work (excluding meal periods) each without payment of overtime (see clause 5 for details of payments). Shifts may be worked as required by the employer; provided that a straight shift is where the day’s work is interrupted only by one or more meal periods, which shall not exceed a total of one hour. Meal periods are unpaid.
 - 4.1.2 Where the employer or the employees concerned wish to introduce shifts of other than 8 hours, there shall be full and meaningful consultation. Any change requires the agreement of a 75% majority of the employees directly affected, the union and the employer.
 - 4.1.3 Except when required for urgent or emergency work or except as per clause 4.1.4 below, no worker shall be compelled to work more than four hours without an interval for a meal.
 - 4.1.4 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.
 - 4.1.5 The employer shall make available tea, coffee, milk and sugar for all members of the staff who are on duty during the morning, afternoon, or evening, and an interval of ten minutes duration shall be allowed to each worker within the employer's time for the purpose of consuming the same: Provided that such worker's daily hours exceed three.
- 4.2 Workers shall not be brought back to work after their day's work is finished until after an interval of at least 9 hours. Any period during which a worker is required to work within 9 hours of his/her ordinary finishing time shall be deemed to be overtime and

shall be paid for at overtime rates specified in clause 5.2 of this Agreement in addition to his/her ordinary weekly wages.

The employer may, for the purposes of providing a 9 hour break, either require the employee to end a shift one hour early, or start their following shift one hour later. Either hour which the employee does not work for the purpose of securing a 9 hour break, shall be paid at the rate the employee would have been paid had the employee worked the hour in question.

Where an employee is required to work without a 9 hour break, the employee shall be paid at time and a half for the whole shift and, if this occurs between midnight on Friday/Saturday and midnight Sunday/Monday, at double time for the shift in question.

- 4.3 A roster setting out the correct working hours of each worker shall be affixed and maintained one week in advance in some conspicuous place in each department and shall be accessible to the workers employed therein and to the accredited representative of the worker's union. Rosters, once posted, shall not be changed without prior consultation with the worker(s) concerned.
- 4.4 Two days rostered days off, to be consecutive days unless operational needs prevent this, within each week shall be allowed to each worker covered by this Agreement, and any worker who is required to work on one of both of his/her rostered days off shall be paid overtime rates in accordance with clause 5.2 of this Agreement whilst so employed.
A worker called back to work on any of his/her rostered days off shall be paid for a minimum of four hours work; provided that this minimum may be reduced to fewer hours by agreement with the Union.
- 4.5 Change of holidays - before any change is made to the rostered days off of a worker the employer shall so far as practicable consider the wishes of the worker. The employer shall give seven days notice in writing to each worker of any change in the respective days fixed for his/her rostered days off, otherwise the rostered days off shall be deemed not to have been given.
- 4.6 The hours of work of an employee may not be decreased without the written agreement of the employee concerned.
- 4.7 Casual and Part-time Workers**
- 4.7.1 The parties to this Agreement agree that full-time work is preferable but accept there will be times where there is a need to employ part-time workers
- 4.7.2 Where the employer wishes to establish part-time positions of less than 20 hours per week the union will be notified and an opportunity for consultation will be available prior to any appointment being made.

- 4.7.3 Casual workers will be paid at the rate of ordinary time plus 10% of the hourly rate applicable to the particular work classification s/he is engaged upon, in lieu of payment for annual holidays as set out in the Holidays Act.
- 4.7.4 In establishing the number of casual employees to be employed, the parties to this Agreement shall agree a maximum number to be employed in any Hospital and/or Department.
- 4.7.5 No casual worker will be employed where an existing employee could reasonably undertake the duties and provided it does not incur overtime payments.

5 OVERTIME

- 5.1 Overtime is any time worked in excess of eight hours per day or in excess of 40 hours per week, or time worked on a rostered day off.
- 5.2 Overtime shall be paid at the rate of time and a half for all hours worked. All overtime shall be calculated and paid for on a daily basis. Payment for overtime shall be made to the worker not later than the next succeeding pay day after such overtime has been worked.
- 5.3 Particulars of any overtime worked shall be furnished in writing to the employer by the worker concerned within 24 hours after the completion of the week's service in which overtime occurs. Employers shall provide time sheets or other means for this purpose. Failure to comply with the requirements of this clause shall constitute a breach of this Agreement.
- 5.4 Where a non-resident worker is required to work overtime for more than two hours after completing their usual shift or usual day's work, or works three hours or more overtime prior to the commencement of the worker's rostered shift, and such overtime extends over the worker's usual meal time, the employer shall at the employer's discretion provide a meal, or pay the worker an allowance in lieu.
- 5.5 Where an employee agrees to return to work, to work overtime without prior notice (i.e. is phoned at home), such employee shall be paid at the appropriate rate from the time of receiving the request to come to work, provided s/he is able to return to work within an agreed time.

6 PENAL PAYMENTS FOR WEEKEND AND NIGHT WORK

- 6.1 A worker who is required to perform ordinary hours of work between midnight Friday/Saturday and midnight Sunday/Monday shall, in addition to the weekly wage, be paid penal payments at half the ordinary time rate for all hours so worked.
- 6.2 A worker who is required to perform ordinary hours of work between the hours of 8.00pm and 6.00am Monday to Friday shall, in addition to the weekly wage, receive a

penal night rate payment at the rate of T.25.

- 6.3 The night rate payment prescribed in clause 6.2 shall be paid for a minimum of two hours per shift, notwithstanding that less than two hours of the shift may fall between the hours of 8.00pm and 6.00am.
- 6.4 Overtime and weekend/public holiday or night rates shall not be paid in respect of the same hours, the higher rate will apply.

7 PUBLIC HOLIDAYS

- 7.1 Employees who are required to work on Christmas Day, Boxing Day, New Year's Day, 2 January, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, and Anniversary Day shall be paid at double the ordinary rate of wages and shall receive an alternative holiday in accordance with the provisions of the Holidays Act 2003.

Should any of the above mentioned holidays, fall on a Saturday or Sunday, such holidays shall be observed on the next succeeding working day or days:

- (a) except that where Christmas Day and Boxing Day, and New Year's Day and the 2nd of January, fall on a Saturday and a Sunday, and the day would otherwise be a working day for the employee, the public holiday shall be treated as falling on the Saturday or the Sunday on which it falls and is worked, in accordance with the provisions of section 45 of the Holidays Act 2003.

- 7.2 Notwithstanding the foregoing, an Employee required to work on a public holiday shall be granted:

Penal rates of pay at T1 in addition to his/her ordinary rate for the hours worked, plus an alternative holiday in accordance with the provisions of the Holidays Act 2003.

Except that:

- (a) A rostered Employee required to work on a public holiday which would otherwise have been his/her normal day off, or is required to work any overtime, shall be paid at the overtime rate of twice his/her ordinary hourly rate of pay (T2) for the hours worked and in addition is to be granted an alternative holiday in accordance with the provisions of the Holidays Act 2003.
- (b) Where any public holiday referred to in subclause (a) of this clause falls on the day of a worker's rostered day off, such worker shall have the option of an extra day's pay in addition to the weekly wage in respect of that public holiday, or an alternative holiday in accordance with the provisions of the Holidays Act 2003.

- (c) Where any public holiday referred to in clause 7.1 of this clause falls on the day of a worker's annual holiday, such worker shall have his/her annual holiday extended by one working day on full pay in respect of that public holiday.

7.3 Workers not required to work on a public holiday shall be shall be paid their ordinary rate of pay only for that day.

8 ANNUAL HOLIDAYS

8.1 The annual holidays provided for in this clause shall be as provided in the Holidays Act 2003.

8.2 Each Employee shall be entitled to the following annual holidays (pro rata for part-time staff):

- (a) For the first five years of service 20 working days / 4 weeks
- (b) For the 6th year of service 25 working days / 5 weeks

The fourth and fifth weeks holidays provided in terms of this sub-clause may be taken in conjunction with or separately from the first 3 weeks as the employer may decide.

8.3 Service shall be deemed to be continuous, notwithstanding that it may have been interrupted by reason of the worker's temporary absence on account of sickness or injury not arising out of or in the course of his/her employment; provided that any such periods or period of absence from work in excess of four weeks within any one year shall not be counted as part of the qualifying period for any holiday or holiday allowance.

Note; Employees employed prior to 1 July 1997 may have "grandparented leave entitlements" outlined in individual letters.

A roster setting out the dates on which the staff's annual holidays will fall due shall be prepared and made accessible to the staff.

Not less than 14 days notice of the dates on which the holiday will be given shall be given to each worker.

8.4 The provisions of the Parental Leave and Employment Protection Act 1987 shall apply in relation to annual leave when an employee takes a period of parental leave or returns to work from parental leave in accordance with Clause 14 of this Agreement.

8.5 Extra Shift Leave for Shift Workers

Employees who work rotating shift patterns or those who work qualifying shifts shall

be entitled, on completion of 12 months employment on shift work, to up to an additional five days annual leave (pro-rata for part-time staff), 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 that involves at least 2 hours work performed outside the hours of 8.00am – 5.00pm, excluding overtime.

Number of qualifying Shifts per annum	Number of days Additional leave pa
121 or more	5 days
96 – 120	4 days
71 – 95	3 days
46 – 70	2 days
21 – 45	1 days

Note: The entitlement cannot exceed a maximum of five days in any leave year.

9 WAGES

9.1(a) Salary scale hourly rates by role.

The following hourly rates of pay shall apply to the respective roles covered by this agreement as per the table below.

	From 25th March 2019	From 30th March 2020	From 29th March 2021	Orderly ↓	Equipment Pool Coordinator ↓	Dispatcher ↓	Education & Training Coordinator ↓	Supervisor ↓
Step 1	\$ 18.60	\$ 19.70	\$ 20.90	No qual entry				
Step 2	\$ 20.40	\$ 21.63	\$ 22.98	No qual max Level 2 entry	No qual entry			
Step 3	\$ 21.61	\$ 22.92	\$ 24.34	Level 2 max Level 3 entry	No qual max Level 2 entry	No qual entry		
Step 4	\$ 22.70	\$ 24.08	\$ 25.58	Level 3 max	Level 2 max Level 3 entry	No qual max Level 2 entry		
Step 5	\$ 22.90	\$ 24.15	\$ 25.96		Level 3 max	Level 2 max Level 3 entry	Level 3 entry	
Step 6	\$ 23.10	\$ 24.20	\$ 26.35			Level 3 max	Level 3 max Level 4 entry	
Step 7	\$ 24.90	\$ 26.13	\$ 27.48				Level 4 max	Level 3 entry*
Step 8	\$ 26.11	\$ 27.42	\$ 28.84					Level 3 max Level 4 entry
Step 9	\$ 27.20	\$ 28.58	\$ 30.08					Level 4 max

* Expectation that all supervisors and lead assessors would enter with at least NZQA level 3 qualification

9.1(b) Placement on the salary scale

9.1.1 Initial placement on the salary scale shall be at the step appropriate to the employee's

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relevant qualification level (or no qualification).

9.1.2 An employee with no relevant qualifications or experience shall start at the lowest step for their role (for example, step 1 for an orderly, or step 3 for a dispatcher)

9.1.3 Relevant experience may be taken into account for the purposes of the initial placement on the salary scale so much as it does not result in an employee being placed in a step that they do not have the relevant qualification for. Relevant experience includes experience gained in an equivalent role or in the health sector in a similar role.

9.2 Progression through the salary steps

9.2.1 Employees will progress through the salary steps relevant for their role on their annual anniversary date up to the maximum level for their relevant qualification (or no relevant qualification)

9.2.2 An employee who completes a relevant qualification prior to their anniversary date shall immediately move to the entry level for the relevant qualification level and shall have their anniversary reset for the purposes of their next increment. For example, an orderly that completes a NZQA level 3 qualification shall immediately move to step 3, if they are not already on that step. An employee who is already on the entry level step for their qualification shall progress to the next step on their anniversary date.

9.2.3 Orderlies who refuse to work in a mortuary or operating theatre, assisting with post-mortems or handling dead or mutilated bodies shall not be compelled to perform such duties and will not progress beyond step 2 of the salary steps.

9.3 Qualifications

9.3.1 For the purpose of salary placement and progression, relevant qualifications refers to an NZQA recognised level 2, 3 or 4 qualification related to the role the employee is employed for. For example, NZQA level 3 orderly qualification. Where a suitable NZQA recognised qualification does not exist, Auckland DHB may recognise an alternative relevant qualification or training course at its sole discretion.

9.3.2 Auckland DHB shall recognise its internal induction and orientation programme as equivalent to a level 2 qualification. It is expected that most full time employees will complete this qualification with three months.

9.3.3 For supervisors the level 4 qualification refers to an NZQA recognised qualification in

leadership, management or business administration.

9.3.4 The date of qualification completion shall be the date recorded on their NZQA record of learning or completion certificate. For the Auckland DHB induction and orientation programme, the date of completion shall be the completion date recorded in the employee's handbook and signed by their supervisor or the education and training coordinator.

9.3.5 Where an employee has not been able to commence or complete a qualification course (that would enable them to move to the next step relevant for their role) by their next anniversary date due to the actions or inaction of the employer, the employee shall move to the next step as if they had completed the qualification. They may not progress further without completing the relevant qualification. Action or inaction of the employer shall include not paying for the costs of the course, inability to be assessed or not providing reasonable time to complete the qualification. It does not extend to employee initiated delays, including those caused by absence or sickness, not completing modules, the employee failing to pass any tests or pre-requisite requirements.

9.4 Higher Duties

9.4.1 Where an employee is required by the employer to perform the duties of a higher graded position (for example an orderly working as a dispatcher) the employee shall be appropriately trained and shall be paid at the appropriate rate for the duration of the period worked, subject to a minimum payment of two hours, providing that this provision shall have no application where the employee relieves into the higher graded position for meal or rest periods.

9.4.2 Employees designated as trainers or assessors shall be paid on the step higher than their usual step only for the hours worked training or assessing enrolled trainees.

10 STAFF FACILITIES

10.1 Suitable facilities for changing shall be provided for non-resident staff. Such facilities to include locking cupboards, and hand-basins with running hot and cold water, and clean towels or other suitable drying facilities, and the staff shall be required to use the same: Provided that in respect to locking of cupboards the workers shall pay for any replacement keys.

10.2 Access to showering facilities shall be provided for non-resident staff.

11 TRANSFER OF WORKERS

- 11.1 Wherever a re-arrangement of duties shall occur and a worker is transferred to any class of work other than that in which he/she is usually employed, he/she shall be paid not less than the wages he/she is receiving at the time of transfer: Provided that if the work to which he/she is transferred is paid for at a higher wage, he/she shall be paid such higher wage, having due regard to the higher duties clause 9.2 of this Agreement.
- 11.2 Wherever a re-arrangement of duties shall occur and a worker is transferred to another institution controlled by the same employer, such worker shall be paid any additional fares incurred in travelling backwards and forwards to his/her employment, and the additional travelling time shall be taken into account and treated as part of the worker's working hours.
- 11.3 The above provisions shall not apply in the case of a worker transferred at his/her own request.

12 SICK LEAVE

12.1 General Provisions

- (a) An Employee shall be entitled to five days sick leave after six months continuous service with the ADHB (or its predecessors). On completion of each subsequent six months, he/she shall be entitled to a further five days, subject to a maximum accumulation of 260 working days.
- (b) Service for the purposes of this clause shall mean "current continuous service" except where otherwise agreed for workers employed before 1 July 1997.
- (c) For the purposes of administration the entitlements set out in (a) above may be recorded and debited in hours.
- (d) A medical certificate as proof of illness must be produced if the period of sickness extends beyond five consecutive days. The employer may require a certificate for sick leave of three or more consecutive calendar days, whether or not the days would otherwise have been working days for the employee. This provision is not to be used as a blanket requirement by the employer; each worker must be assessed on an individual basis.
- (e) An employee shall notify the employer prior to the commencement of their shift on any day of absence due to illness. The employer acknowledges however that there are limited circumstances that may justify an employee's inability to comply with the above.

12.2 Discretionary powers of general managers to grant leave in excess of the above prescribed limits.

- (a) Where an employee is incapacitated by sickness or injury arising out of and in the course of employment, salary may be paid at the discretion of the general manager.
- (b) In special cases or within the first 6 months of employment the general manager may allow an employee to anticipate up to 5 days sick leave.
- (c) Where an employee is suffering from an illness which could have a detrimental effect on the patients in the ADHB's care, general managers may, at their discretion, either:
 - i. place the employee on suitable alternative duties; or
 - ii. direct the employee to take leave on payment at base rates (T1 only) for not more than eight days in any one year, in addition to the normal entitlement to sick leave.

12.3 Entitlement to Sick Leave

An employee may take sick leave, on relevant daily pay, if:

- (a) the employee is sick or injured;
- (b) the employee's spouse is sick or injured; or
- (c) a person who depends upon the employee for care is sick or injured.

12.4 Sick Leave in Relation to Annual Leave

- (a) When sickness occurs during annual leave the employer shall permit the period of sickness to be debited against sick leave entitlement, except where the sickness occurs during leave following relinquishment of offices, provided:
 - i. the period of sickness is more than three days;
 - ii. a medical certificate is produced, showing the nature and duration of the illness.
- (b) In cases where the period of sickness extended beyond the approved period of annual leave, approval shall also be given to debiting the portion which occurred within the annual leave period against sick leave entitlement if the total continuous period of sickness exceeds three days.
- (c) Annual leave may not be split to allow periods of illness of three days or less to be taken as sick leave.

12.5 Sick leave is to be debited on an hour for hour basis except that absences of less than 2 hours shall not be debited against sick leave.

12.6 Casual Employees

Casual Employees who work no less than at least an average of 10 hours per week for a 6

month period and no less than one (1) hour in every week during that period or no less than 40 hours in every month in that period shall be entitled to sick leave as provided for in clauses 12.1 – 3 above.

12.7 Leave without pay in relation to sick leave entitlements

An employee who is granted leave without pay and who remains in the service of the ADHB, will have such leave included in determining sick leave entitlement.

12.8 Sick Leave for Part-time Employees

- (a) Part-time employees are entitled to the full sick leave entitlement (in days).
- (b) When they are absent due to sickness they are to be paid for the hours they would have worked.

13 CONTRACTING

13.1 Where the ADHB takes over the employment of staff from a contractor, without interrupting the continuity of work, continuous service under this Agreement with the previous employer shall, for the purposes of this Agreement, be deemed to have been continuous service with the ADHB.

13.2 Where the ADHB decides to seek Expressions of Interest or Proposal from Contractors to contract a service currently provided in-house by employees covered by this Agreement, the ADHB shall:

- (a) Advise the union that such Expressions of Interest/Requests for Proposal will be sought.
- (b) Provide the union with a copy of the document which will be sent to potential Contractors.
- (c) Be prepared to consider a proposal from the union on behalf of the employees covered by this Agreement.
- (d) Advise the union on the outcome of the evaluation of such proposals.
- (e) Work with the union to implement the selected option in accordance with the Management of Change, Clause 26.

13.3 ADHB shall give the union at least 30 days' prior notice of any contract change or change of contractor directly affecting the employment of any worker covered by this Agreement.

13.4 In accordance with the provisions of the Employment Relations Act 2000 (as amended), where the employer contracts out any of its services performed by

employees covered by this Agreement, the employer shall ensure that all employees who wish to be transferred to the new employer will retain the same terms and conditions of employment, including continuity of service, as those prevailing immediately prior to the transfer. Where such contracted services are then successfully tendered to a new contractor, the employer shall ensure that all employees who wish to be transferred to the new contractor will retain the same terms and conditions of employment, including continuity of service, as those prevailing immediately prior to the further transfer. On and from the date on which employees covered by this Agreement elect to transfer to the new employer, the new employer shall become a party to a Collective Agreement identical in all respects to this Agreement, except that coverage would include only those employees performing the contracted services and the ADHB would cease to be a party to that Collective Agreement.

14 PARENTAL LEAVE

14.1 Statement of principle - The parties acknowledges the following provisions are to protect the rights of employees during pregnancy and on their return to employment following parental leave.

14.2 Entitlement and eligibility - provided that the employee assumes or intends to assume the primary care of the child born to or adopted by them or their partner, the entitlement to parental leave is:

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

- 14.3**
- (i) Parental leave of up to 12 months is to be granted to employees with at least one-year's service at the time of commencing leave.
 - (ii) Parental leave of up to six months is to be granted to employees with less than one year's service at the time of commencing leave. Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of the employer.
 - (iii) The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner

either concurrently or consecutively. This applies whether or not one or both partners are employed by the employer.

- 14.4 In cases of adoption of children of less than five years of age, parental leave shall be granted as above, providing the intention to adopt is notified to the employer immediately following advice from the appropriate services to the adoptive applicants that they are considered suitable adoptive parents. Subsequent evidence of an approved adoption placement shall be provided to the employer's satisfaction.
- 14.5 Employees intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner or midwife certifying the expected date of delivery. The provision may be waived in the case of adoption.
- 14.6 The commencement of leave shall be in accordance with the provisions of the Parental Leave and Employment Protection Act 1987.
- 14.7 An employee absent on parental leave is required to give at least one month's notice to the employer of their intention to return to duty. When returning to work the employee must report to duty not later than the expiry date of such leave.

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

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

14.9 Job Protection

- (a) Subject to 14.10 below, an employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave.

A similar position means a position:

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

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

14.10 Returning to Work

Auckland District Health Board:

Service Workers' Collective Agreement: Effective to 14/06/2021

- (a) The general manager must, as a first preference, hold the Employee's position open or fill it temporarily until the employee's return from parental leave. In the event that the employee's position is a "key position" (as defined in Section 41(2) of the Parental Leave and Employment Protection Act 1987), the general manager may fill the position on a permanent basis.
- (b) Where the general manager is not able to hold a position open, or to fill it temporarily until an employee returns from parental leave, or fills it permanently on the basis of it being a key position, and, at the time the employee returns to work, a similar position (as defined in 14.9 (i) above) is not available, the general manager may approve one of the following options:
 - i. an extension of parental leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or
 - ii. an offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in 14.10 (ii) (1) above for up to 12 months; or
 - iii. the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of 14.10 (ii) (1) 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 14.10 (ii) (1), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or
 - iv. where extended parental leave in terms of 14.10 (ii) (1) above expires, and no similar position is available for the employee, the employee shall be declared surplus under Clause 27 of this CA.

14.11 If the employee declines the offer of appointment to the same or similar position in terms of subclause 14.9 (i) above, parental leave shall cease.

14.12 Where, for reasons pertaining to the pregnancy, an employee on medical advice and with the consent of the employer, elects to work reduced hours at any time prior to confinement, then the guaranteed proportion of full time employment after maternity leave shall be the same as that immediately prior to such enforced reduction in hours.

14.13 Lump Sum Payment

Where an employee takes parental leave under this clause, meets the eligibility criteria in 14.3 (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full-

time) for a period of up to 14 weeks.

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

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

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

If employment prior to confinement was part-time, however, payment shall be based on the percentage that such part-time hours bear to whole time employment.

- (b) Where, for reasons pertaining to the pregnancy, an employee, on medical advice and with the consent of the general manager elects to work reduced hours at any time prior to confinement, then the calculation of the lump sum payment shall be based on the proportion of full-time employment immediately prior to any such enforced reduction in hours.

- (c) An employee who is absent on parental leave for less than six weeks (30 working days) will receive that proportion of the payment that their absence represents in working days.

- (d) An employee returning from parental leave may request the general manager to vary the proportion of whole time employment from that which applied before the leave was taken. The granting of such a request shall be at the discretion of the general manager, that is the principle of job protection cannot be guaranteed. The calculation of the lump sum payment in these circumstances shall be based on the proportion of full-time employment which applied before taking leave excluding any temporary reduction in hours immediately prior to confinement).

- (e) 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 general manager must inform the temporary appointee that their employment will terminate on the return of the employee from parental leave.

15 JURY SERVICE LEAVE

For all employees the following provision shall apply for jury service leave:

- 15.1 Employees called on for jury service are required to serve. Where the need is urgent, the ADHB may apply for postponement because of particular work needs but this may be done only in exceptional circumstances.
- 15.2 An employee called on for jury service may elect to take annual leave, leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during an employee's off duty hours, the employee may retain the juror's fees (and expenses paid).
- 15.3 Where leave on pay is granted, a certificate is to be given to the employee by the employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of juror's fees and expenses paid. The employee is to pay the fees received to the ADHB but may retain expenses.
- 15.4 Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the employee is not required by the Court, the employee is to report back to work where this is reasonable and practicable.

16 HEALTH AND SAFETY

- 16.1 The employer agrees to have in place Health and Safety policy and procedures which comply with the Act and Good Employer principles.

This policy and the procedures will include but not be limited to:

- (a) Procedures which include employee involvement in safety and health, including Employee contributions to solutions for improvements.
 - (b) Mandatory reporting of all occupational accidents and illnesses.
 - (c) Regular inspection and audit by the employer of the ADHB workplace and as appropriate staff training, protective clothing and equipment or conversion to new systems and products.
 - (d) Published emergency and disaster procedures.
- 16.2 Workers requiring treatment as a result of an accident or emergency during a period of duty shall be entitled to free emergency treatment. Such treatment shall be at the hospital where each worker works or, where this is not practicable, at the nearest hospital where there is a casualty department.
 - 16.3 The employer and all employees shall take all reasonable precautions for the safety and health of all workers employed in hospitals. Workers who become aware of damage or faults to equipment or the existence of other hazards that may endanger the health or safety of others shall immediately report such damage, fault or hazard to their immediate supervisor.

- 16.4 No employer shall require any worker to lift, carry or move unaided any load so heavy that its lifting, carriage or movement would be likely to injure the worker.
- 16.5 The employer shall ensure that no worker shall be required to undertake any work without proper instruction as to the dangers likely to arise in connection with that work and appropriate training as to the precautions to be taken to avoid those dangers. A workers knowledge and experience may be taken into account in determining the nature of the training given.
- 16.6 In designated noise hazard areas suitable ear protection shall be provided for and worn by workers in accordance with the standards specified by the Ministry of Health or MBIE. A worker who is required to regularly work in a designated noise hazard area shall undergo audiometric tests annually at the employer's expense for so long as the worker continues to be employed in such an area. All testing shall be undertaken during the normal working hours.
- 16.7 All electric polishing and scrubbing machines and vacuum cleaners and their leads shall be checked by a registered electrician at intervals not exceeding six months.

17 BEREAVEMENT LEAVE

- 17.1 The basic intent of this provision is to provide every reasonable opportunity for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent).
- 17.2 An employer shall approve bereavement leave of no less than 3 days in respect of a bereavement suffered by an employee on the death of his / her spouse, parent, child, brother or sister, grandparent, grandchild, or his / her spouse's parent.
- 17.3 The employer may approve leave in respect of any other bereavement, as provided for in the Holidays Act 2003.
- 17.4 **Criteria to be taken into account:**
In granting time off, therefore, and for how long, the employer must take into account the following points:
- (a) The above mentioned minimum provisions of the Holidays Act 2003.
 - (b) The closeness of the association between the employee and the deceased. (Note – This association need not be a blood relationship.)
 - (c) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death.
 - (d) The amount of time needed to discharge properly any responsibilities or obligations.
 - (e) Reasonable travelling time should be allowed, but for cases involving overseas travel, that may not be the full period of travel.

- (f) A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any arrangements necessary. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary.
- (g) If paid bereavement leave is not granted or the entitlement has been exhausted then annual leave or leave without pay may be granted, but as a last resort.

18 UNIFORMS AND APRONS

- 18.1 Uniforms, and where necessary aprons, shall be supplied to and worn by each worker and be replaced on a fair wear and tear basis. Such uniforms shall be laundered at the employer's expense and shall remain the property of the employer.
- 18.2 The employer shall supply and the employee shall wear whilst on duty the following uniform to orderlies pro rated in accordance with their FTE per annum. Five trousers, five shirts and one fleece lined sweatshirt or one fleece lined zip front vest. In addition, orderlies shall be provided by the employer and the employee shall wear whilst on duty safety shoes. In addition, the orderlies assigned to drive the truck or deliver medical gasses shall be provided with one warm jacket, one rain jacket one high visibility jacket, one pair of leather gloves and one pair of steel capped shoes. Shoes will be replaced annually subject to fair wear and tear.
- 18.3 The employer shall provide orderlies with suitable shoes or alternatively a voucher of up to \$200 for the employee to buy suitable shoes.
- 18.4 A worker supplied with uniforms or other protective clothing or footwear shall hand in such issue on being supplied with a replacement or on termination of employment or at such other time as the employer may require.

The employer may make a deduction from the wages of any worker who, having received an issue to which this clause relates, does not account for it as required. The rate of deduction shall be the cost of the item not accounted for after due allowance has been made for fair wear and tear, and shall be agreed upon between the employer and the union.
- 18.5 Workers, other than those provided with footwear in the circumstances set out in clause 18.2 and 18.3, shall be required to provide themselves with suitable footwear which shall be worn at all times while on duty.
- 18.6 Suitable clean protective clothing shall be made available by the employer where the nature of a particular duty or duties would either continuously or intermittently render an Employee's personal clothing or uniform liable to excessive soiling or damage or expose the Employee's person to injury or excessive discomfort through biological, chemical, or physical hazards. Such protective clothing shall remain the property of the employer and, as such, shall be laundered or otherwise cleaned free of charge.

19 TERMS OF EMPLOYMENT

- 19.1 Except as otherwise especially provided in this Agreement, the employment shall be a weekly one, whether the worker shall or shall not be called upon to work full-time, and no worker shall be engaged at less than the weekly wages provided for the particular classes of workers in this Agreement.
- 19.2 Wages shall be paid in full weekly or fortnightly or at such other time as may be agreed on in writing between the employer and the secretary of the union, and where practicable within working hours. Each worker shall be supplied with written details showing how his/her wages are made up.
- 19.3 There shall be no unnecessary delay in the payment of wages due where the normal pay day is Thursday.
- 19.4 Except as otherwise especially provided in this Agreement, no deduction shall be made from the fortnightly wages except for time lost through default of a worker. At the termination of the employment all wages and other payments due under this Agreement shall be paid without delay.

When the required notice has been given and the wages and other payments due are not available to the worker on ceasing work, the worker shall remain on the employer's payroll up to the time payment is made but waiting time so incurred shall be paid for at ordinary rates of pay.

19.5 Superannuation

- 19.5.1 The employer agrees to make available to Employees promotional material on the Industry Retirement and Insurance Scheme (IRIS).
- 19.5.2 Deductions will be made by the employer from the Employee weekly wages as requested by the Employee in writing from time to time, to the Scheme, at no cost to the Employee or the scheme.

19.6 Termination of Employment

- 19.6.1 Seven consecutive days' notice of termination of employment shall be given by the employer or the worker, unless a lesser period of time is agreed on in writing by both parties; but this shall not affect the employer's right to dismiss a worker for insubordination, dishonesty, drunkenness, or other good cause, when a worker shall be subject to instant dismissal and entitled to payment up to the day of dismissal only.
- 19.6.2 Where the required notice is not given, the person improperly terminating the service shall pay or forfeit one week's wages or the value of the unexpired period of notice as the case may require.

- 19.6.3 The period of notice shall not include any part of the annual holiday, accumulated holidays, or sick leave without pay or absence from work as a result of an accident whilst at work.
- 19.7 When the employer personally or by his/her agent engages a worker and such worker is ready and willing to commence work but is prevented from doing so by the employer without good reason connected with the conduct or competency of the worker concerned, the employer shall pay to the worker one week's full pay.
- 19.8 Should a worker so engaged fail without good cause to commence work in accordance with the terms of his/her engagement he shall pay to the employer an amount equal to one week's wages.
- 19.9 When computing wages and broken time, the usual weekly wage shall be divided by the number of days or hours usually worked.
- 19.10 All employees shall participate annually in the ADHB Performance Appraisal process as defined in the ADHB Policy Manual (as amended from time to time). The employer agrees to provide an opportunity for the respective unions to discuss generic objectives on behalf of the staff they represent who are covered by this collective agreement should such staff choose this option.

20 ABANDONMENT OF EMPLOYMENT

Where a worker absents himself from work for a continuous period exceeding three days without the consent of the employer, or without notification to the employer he shall be deemed to have terminated his/her employment.

21 TIME AND WAGES RECORDS

Pursuant to the Employment Relations Act 2000, time and wages records may be examined.

22 UNION PROVISIONS

22.1 Right of Entry Upon Premises

- (a) The secretary or other authorised officer of the local union of workers shall, with the consent of the ADHB (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or workplace and there interview any workers, but not so as to interfere unreasonably with the ADHB's business. Where the work is carried out by a contractor the prior consent of the employer shall also be obtained.
- (b) The ADHB being bound by this Agreement shall, upon request of the union, which

request shall not be made more often than once in every six months, supply to the union a list of their Employees covered by this Agreement.

22.2 Union Meetings

The union may hold paid stop-work meetings of its members for up to a total of four hours per calendar year, provided that:

- (a) The union shall give at least 14 days' written notice to the Employee Relations Manager of intention to hold each such meeting; and
- (b) Satisfactory arrangements for the maintenance of essential services are agreed to with the union; and
- (c) Meetings shall be arranged at a place on the day and at a time as agreed upon between the employer and the union; and
- (d) Workers shall supply the ADHB with an attendance slip signed by the union as evidence of attendance at the meeting; and
- (e) Workers return to work as soon as practicable after the conclusion of such meetings.
- (f) The ADHB shall be entitled to make a rateable deduction from weekly wages of workers who do not comply with the above or who are absent at meetings in excess of that total time of four hours per calendar year agreed to with the union.

22.3 Union Fees

- (a) The employer shall deduct union fees from the wages of members of the Union who are bound by this agreement each pay period. This also includes periods of time off work on paid leave.
- (b) The employer shall remit all deducted fees to the union not less than monthly following deduction. Such remittance to be made as a single bulk direct credit to the Union's bank account with an identifying reference.
- (c) The employer shall simultaneously forward to the Union via email where possible or by post, a schedule detailing the name of the employee/s, value of this deduction and details of the period covered by the remittance.

22.4 Delegates

- (a) Delegate means an employee who is nominated by union members and endorsed by the union and who is elected to act on the FIRST union's behalf. The name of such delegates shall be advised to the employer.
- (b) A delegate will have the right to accompany another member when representing them in a grievance, if so requested by the member.

- (c) Where more than one delegate is present on site, a site committee will be entitled to meet to deal with union business, and the timing of such meetings pre-arranged with the employer. A protocol for these meetings shall be agreed before this clause becomes active. This protocol shall be agreed within two months of the ratification of this agreement and shall include agreement detailing the purpose, frequency and numbers who will attend these meetings.
- (d) Delegates will have access to facilities for the effective performance of their duties including telephone, fax and email, subject to the prior approval of the relevant manager. This approval must be sought in each instance that a delegate wishes to use the above mentioned facilities. Such approval shall not be unreasonably withheld.
- (e) The delegates shall have the exclusive use of a union notice board for the posting of union notices. The delegates shall ensure that any notice or other information placed on the board is neatly presented. In addition the delegates shall ensure that any notice or information placed on the board is removed as soon as it is out of date.
- (f) Delegates will be allowed, with the prior approval of the employer, to conduct on-site union business in paid time. Such approval shall not unreasonably be withheld.
- (g) It is recorded that the provisions in clause 22.4(c) shall not be implemented until a working party has agreed a protocol for these meetings detailing the purpose, frequency and numbers who will attend these meetings.

22.5 Paid Education Leave

The union parties shall be entitled to paid employees education leave as follows:

- (a) The union will provide the employer with a minimum of 14 days notice of intention to hold union education courses.
- (b) The employer shall release employees without loss of income to attend union training courses.
- (c) Where such release would jeopardise production, the employer shall notify the union as soon as practicable and the parties will meaningfully consult with each other and resolve the difficulty.
- (d) The union shall be entitled to a minimum of one day for each eight employees per annum, as per the formula in section 4 of the Employment Relations Act 2000.
- (e) Payment is for ordinary time earnings. No travel time or cost is included.
- (f) This clause is in full satisfaction of the Employment Relations Education Leave as per Part 7 of the Employment Relations Act 2000.

22.6 Time Off for Union Delegates

Recognised union delegates shall be allowed up to 12 hours each three months for the purpose attending to union meetings which may be off site. In addition and subject to maintenance of services, delegates shall be released to advise individual members in respect to matters which may fall within the Employment Relationship Problems clause 23 of this

Agreement.

- 22.7 The employer may agree to the release on unpaid leave of a delegate who is to be seconded to work for the union for a period of up to 3 months.

23 EMPLOYMENT RELATIONSHIP PROBLEMS

23.1 Resolving Employment Relationship Problems

- 23.1.1 We aim to provide a fair workplace for you. At times you may have concerns about your employment and how you are being treated. We would like you to talk to us if this happens. All parties must co-operate in good faith.
- 23.1.2 If we cannot resolve things between us, you can get outside help. We have set out the services available to you for resolving employment relationship problems.

23.2 What Is An Employment Relationship Problem?

- 23.2.1 An employment relationship problem includes a personal grievance, dispute or other problem relating to your employment relationship with us.
- 23.2.2 It does not include any problem with the fixing of new terms and conditions for your employment.
- 23.2.3 Listed below are examples of employment relationship problems:
- (a) You think you have been treated unfairly;
 - (b) A personal grievance;
 - (c) A breach of your employment agreement;
 - (d) A dispute over the interpretation, application or operation of your employment agreement;
 - (e) A question about whether you are an employee or an independent contractor;
 - (f) A disagreement about arrears of wages or holiday pay, etc;
 - (g) Your not being allowed to attend union meetings or take employment related education leave;
 - (h) You get a warning, or are dismissed.

23.3 Who Can Help You With An Employment Relationship Problem?

- 23.3.1 To help solve your employment relationship problem you can contact:
- (a) Within your workplace:
 - i. Your team leader or their team leader;
 - ii. Your human resources consultant;
 - iii. Your union delegate.
 - (b) Outside your workplace:

i. The Ministry of Business, Innovation, and Employment offers free information and has a free mediation service which can provide us with assistance in working together and resolving the problem. You can contact the Ministry of Business, Innovation, and Employment on: 0800 800 863, or www.mbie.govt.nz.

ii. Your Union;

iii. Your Advocate;

iv. A Lawyer.

23.4 What is a Personal Grievance?

A personal grievance means any grievance that you have against us because of a claim that:

- (a) You have been unjustifiably dismissed;
- (b) Action we have taken disadvantages you in your employment or a term of your employment is unjustifiable;
- (c) You are discriminated against in your job by actions or behaviours referred to in the Human Rights Act 1993;
- (d) You are sexually harassed in your job;
- (e) You are racially harassed in your job; or
- (f) You have been pressured in your job because of your membership or non-membership of a union or employee organisation.

23.5 What Can You Do If You Have A Personal Grievance?

23.5.1 To raise a personal grievance you should make us aware of your problem (verbally or in writing) within 90 days of the personal grievance arising unless;

- (a) We consent to you raising the personal grievance after 90 days; or
- (b) You successfully apply to the Employment Relations Authority for leave to raise the personal grievance after 90 days, in which case we must try to mutually resolve your grievance through mediation.

23.5.2 You have three years after raising the personal grievance to bring any action arising from it to the Employment Relations Authority or the Employment Court.

23.6 Mediation Services

23.6.1 If we cannot resolve your employment relationship problem between us, then either or both of us may request help from the Ministry of Business, Innovation, and Employment.

23.6.2 The Ministry of Business, Innovation, and Employment provides mediation services which may include:

- (a) Information about rights and obligations;
- (b) Information about services;

- (c) Assistance in resolving problems; and
- (d) Fixing new terms of employment.

23.7 Problems Not Resolved at Mediation

If we cannot resolve the problem at mediation, you can refer it to the Employment Relations Authority.

24 FIRE PRECAUTIONS

Staff shall be instructed in fire safety procedures. Staff may also be instructed in fire-fighting methods and in the use of fire-fighting appliances and the location of fire escapes.

It is agreed that all staff will do their utmost to prevent fire and render whatever assistance is possible to ensure the safety of patients and staff in the event of fire.

25 HARASSMENT

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

25.2 ADHB is committed to providing a workplace environment that is free of harassment.

Harassment fails to respect a person's dignity. Harassment can affect workplace morale, performance and service delivery.

Harassment of any type is not acceptable and such behaviour will not be tolerated.

All employees are responsible for making themselves aware of and adhering to ADHB's policy on all forms of personal harassment.

26 MANAGEMENT OF CHANGE

26.1 Regular consultation between the employer, Employees and their Union is desirable on matters of mutual concern and interest. The aim of consultation is to contribute to:

- (a) improved decision making
- (b) maintaining co-operation between the parties
- (c) contribute to a more harmonious, effective, efficient, safe and productive workplace.

26.2 Union Delegates

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

- 26.2.2 Paid time off shall be allowed for recognised delegates to attend meetings with management and consult with Employees covered by this Agreement, other recognised delegates and union officials. The purpose will be to consult, discuss management of change and options for resolving staff surplus.
- 26.2.3 Prior approval for such meetings shall be obtained from the General Manager and such approval shall not be unreasonably withheld.
- 26.2.4 The amount of time off and facilities provided shall be sufficient to allow full consideration of these issues addressed by this clause.
- 26.3 Mechanisms established for the purpose of "Management of Change" will allow input and recommendations to be made to the General Manager, who will consider these recommendations.
- 26.4 The employer agrees that the FIRST union will be advised in writing of any planned review which might result in changes to structures, staff numbers or work practices. Delegates in affected areas will also be advised. Where the FIRST union advises in writing a desire to contribute to the review, adequate time for consultation with the ADHB will be allowed to enable the union to have substantive input. When the implementation of an option identified by the review will result in staff surpluses the procedure under staff surplus shall be adopted.

27 STAFF SURPLUS

- 27.1 When as a result of the restructuring of the whole, or any parts, of the employer's operations either due to the reorganisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number of Employees, or, Employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in clause 27.5 below shall be invoked and agreed on a case by case basis.
- 27.2 Where an Employee's employment is being terminated by the ADHB by reason of the sale or transfer of the whole or part of the employer's business, nothing in this Agreement shall require the employer to pay compensation for redundancy to the Employee if:
- (a) The person acquiring the business or the part being sold or transferred:
 - i. has offered the Employee employment in the business or the part being sold or transferred; and
 - ii. has agreed to treat service with the ADHB or its predecessor as if it were service with that person and as if it were continuous; and
 - (b) The conditions of employment offered to the Employee by the person acquiring the business or part of the business being sold or transferred are the same as, or are no less favourable than, the Employee's conditions of

- employment, including:
- i. any service related conditions; and
 - ii. any conditions relating to redundancy; and
 - iii. any conditions relating to superannuation - under the employment being terminated; and
- (c) The offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the Employee in that business or part of the business either:
- i. in the same capacity as that in which the Employee was employed by the ADHB; or
 - ii. in any capacity that the Employee is willing to accept.

27.3 Notification of a staffing surplus shall be advised to the affected Employees and their union/representatives at least one month prior to the date of giving notice of the position required to be discharged to the 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 representative, will meet to agree on the option most 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).

27.4 The following information shall be made available to the union representatives in respect of affected Employees they represent:

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

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

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

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

Option (a) will preclude Employees from access to other options.

The aim will be to minimise the use of Severance. When considering which options may be made available to surplus Employees, the ADHB shall give consideration to the special circumstances pertaining to Employees who are within 10 years of the ADHB's normal retirement age.

- 27.6 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.
- 27.7 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.
- 27.8 Redeployment - Employees may be redeployed to a new job at the same or lower salary in the same or new location.
- (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 by the employer.
 - i. a lump sum to make up for the loss of basic pay for the next year (this is not abated by any subsequent salary increases); or
 - ii. an on-going 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) If prior to the expiry of 12 weeks a relocated Employee terminates employment at the new location because the new location proves to be unsuitable, then the staff surplus options (clause 27.5) with the exception of redeployment shall be reapplied to that worker. If the option of redundancy is exercised then any relocation payment that has already been made will be deducted.
- 27.9 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.

27.10 Retraining

- (a) Where a skill shortage is identified, the ADHB may offer a surplus Employee training to meet that skill shortage with financial assistance up to the maintenance of full salary plus appropriate training expenses.
It may not be practical to offer retraining to some Employees identified as surplus. The Employer needs to make decisions on the basis of cost, the availability of appropriate training schemes and the suitability of individuals for retraining.
- (b) If an Employee is redeployed to a position which is similar to his or her previous one, any retraining may be minimal, taking the form of "on-the-job" training such as induction or in-service education.
Where an Employee is deployed to a new occupation or a dissimilar position the Employer should consider such forms of retraining as in-service education, block courses or night courses at a technical institute, nursing bridging programmes, etc.

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

- (a) Service for the purposes of this clause shall mean "current continuous service" except that any worker employed prior to 1 July 1997 who have grandparented service provisions
- (b) One month's notice of redundancy or 8.33% of basic salary (T1 rate only) for the preceding 12 months in lieu of notice.
- (c) 12 per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for Employees with less than 12 months service; and
- (d) 4 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one up to a maximum of 19; and
- (e) Where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.
NB: The total amount paid to Employees under this provision shall not exceed the total basic salary (T1 rate only) the Employee would have received between their actual retirement and the date of their eligibility to receive Government Superannuation.
- (f) If the Employee is entitled to a retirement gratuity in terms of appendix 2 the full gratuity shall be paid.
- (g) Employees with not less than eight years' service but less than ten years service shall be paid one week's basic salary (T1 rate only).

- (h) Employees with not less than five years' service but less than eight years service, shall be paid one week's basic salary (T1 rate only).
- (i) Outstanding annual leave and long service leave may be separately cashed up.
- (j) 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

27.12 Counselling

Counselling for affected Employees and family will be made available as necessary.

27.13 Relocation

- (a) Recognising the intent of the ADHB to provide alternative employment the Auckland District Health Board is prepared to offer a relocation payment where an Employee accepts suitable alternative employment in another nominated hospital, health development unit, clinic or such other ADHB controlled facility, which requires a change of location, such relocation payment to compensate for any additional expense or disruption which may be incurred by the Employee as a result of the change.
- (b) At the time of relocation the appropriate union(s) and the employer shall negotiate an agreement to suit the new location.

27.14 Job Search

The General Manager should assist surplus staff to find alternative employment by allowing them a reasonable amount of time off work to attend job interviews without loss of pay. This is subject to the ADHB being notified of the time and location of the interview before the Employee is released to attend it.

28 COPY OF COLLECTIVE AGREEMENT

There shall at all times be exhibited and maintained in a conspicuous place and in such a

Auckland District Health Board:

Service Workers' Collective Agreement: Effective to 14/06/2021

position as to be easily read by the workers, a copy of this Agreement.

29 LONG SERVICE LEAVE

- 29.1 Employees employed by Auckland DHB and covered by this agreement on 25 March 2019 shall be entitled to Long Service Leave of four weeks to be taken after the completion of 20 years' continuous service with the employer.
- 29.2 New employees commencing employment and covered by this agreement after 25 March 2019 shall be entitled to long service leave of one week upon completion of each five-year period of continuous service. New employees shall start accruing long service leave from their start date at Auckland DHB.
- 29.3 Employees employed by Auckland DHB on 25 March 2019 who have yet to reach 20 years' continuous service will remain on the long service leave provisions described in clause 29.1 above until reaching 20 years of continuous service. At that time they will become entitled to long service leave of one week upon completion of each five year period of continuous service thereafter.
- 29.4 Employees employed by Auckland DHB on 25 March 2019 who have already reached 20 years or more continuous service shall be entitled to long service leave of one week upon completion of each five year period of continuous service, counting from 1 July 2018 (i.e. long-service leave becomes available from 1 July 2023) and each five years thereafter.
- 29.4 An employee covered by clause 29.1 who has yet to reach 20 years continuous service may choose to opt into the provision of sub-clause 29.2 earlier, provided this opt-in process is completed by 1 September 2019. For the purpose of calculating long service leave, service shall commence from 1 July 2018 or the employee's start date, whichever is later. If an employee opt-ins to the provisions of clause 29.2 they are opting out of all other long service leave provisions.
- 29.5 Long service leave shall be taken and paid for in the same manner as for annual holidays under the Holidays Act 2003 and may be taken on one or more periods as shall be fixed by the Employer after agreement with the Employee. This will be based on the employees FTE status at the time of taking the leave. Long service leave is to be taken in a consecutive block of five days before the next long service leave entitlement is reached.

29.6 If the Employee, having become entitled to long service leave, leaves his or her employment before such Leave has been taken, he or she shall be paid in lieu thereof at the ordinary rate of pay.

30 TERM OF AGREEMENT

This Agreement shall come into force on the 12 April 2019 and shall expire on 14 June 2021.

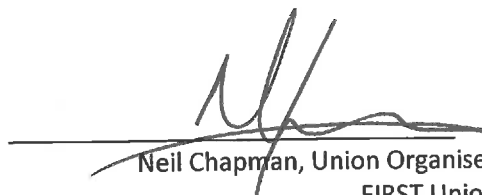
Dated this 16 day of May 2019

SIGNED FOR AND ON BEHALF OF AUCKLAND DISTRICT HEALTH BOARD



Ailsa Claire, Chief Executive Officer
Auckland District Health Board

SIGNED FOR AND ON BEHALF OF FIRST UNION



Neil Chapman, Union Organiser
FIRST Union

APPENDIX 1

HEALTHCARE ASSISTANTS

1 DEFINITION

"Healthcare Assistant" means a person who is employed to work primarily in the wards and/or specific areas under the direct supervision of a registered health professional to assist patients to meet their activities of daily living, comfort and safety. The Healthcare Assistant may also relieve the clinical team of non-contact patient tasks. A Healthcare Assistant must have attended an appropriate course approved by ADHB before being able to practice or having existing skills validated on the competency validation form.

2 SALARY RANGE

Health Care Assistants/ Hospital Aides	Effective 6 May 2019	Effective 5 August 2019
Step 4	\$55,385	\$57,047
Step 3	\$53,772	\$55,385
Step 2	\$49,838	\$51,333
Step 1	\$47,215	\$48,632

2.1 Progression shall be by annual automatic increments.

3 HOURS OF WORK

- 3.1 72-80 hours shall be the ordinary hours of work of an employee employed full time in each two week (14 day) pay period worked on not more than 7 consecutive days. A morning or afternoon duty (i.e. am and pm) shall be worked between 0600 and 2400 hours. A night duty shall only be worked between 2200 and 0800 hours. A duty for a full time worker shall not be less than 8 and not more than 10 consecutive hours. Overtime shall be payable in respect of hours worked in excess of 8 per day or the rostered duty, whichever is the greater.
- 3.2 Shifts of up to 12 hours may be worked in consultation with the Unions and in accordance with the provisions that apply to the relevant nursing team's hours.
- 3.3 The working week shall start and end at 2400 hours Sunday/Monday. When the major part of the duty falls on a particular day, the whole duty shall be regarded as being worked on that day.

- 3.4 Rosters shall be notified to those involved 14 days prior to the commencement of the roster provided that less notice may be given in exceptional circumstances.
- 3.5 Except in an emergency, no employee shall work more than 7 consecutive duties in any one time.
- 3.6 When 5 consecutive 10 hour duties (the maximum permitted) are worked, the employee must have a minimum of three (3) consecutive days off, except by mutual agreement.
- 3.7 Rosters are not to include duties of varying lengths in any one block (between days off) except once in a cycle to obtain a maximum of 80 hours per fortnight.
- 3.8 Each employee shall have 4 periods of at least 1 day off in each 2 week period. These may not be taken as 4 single days except by mutual agreement.
- 3.9 Single days are to be avoided as a routine rostering tool, but may be used to maximise operational efficiency, so long as they occur no more than once in one 4 week period. Employees should be discouraged from requesting multiple split days off.
- 3.10 Wherever possible a break of no less than 12 hours between duties shall be rostered, but in any case the off duty break shall not be less than 9 hours. A break of less than 9 hours will follow negotiation between the General Manager and the Healthcare Assistant.
- 3.11 Healthcare Assistants may change duties with one another and in so doing may have less than a 12 hour break; prior approval of the Charge Nurse or the senior manager is required.
- 3.12 Where the General Managers requires employees to attend classes of instruction or examination as part of their work related education, the time so occupied shall be deemed to form part of their hours of work.

4 OVERTIME AND PENAL TIME

4.1 Overtime

- (a) Normal hourly rate of pay – The normal hourly rate shall be one, two thousand and eighty-sixth part (1/2086), correct to two decimal places of a dollar, of the yearly rate of salary payable.
- (b) Overtime is time worked in excess of eight hours per day or the rostered duty whichever is greater, or 80 hours per two week period, when such work has been authorised in advance.

- (c) Overtime worked on any day (other than a public holiday) from midnight Sunday/Monday to midnight on the following Friday shall be paid at one and one half times the normal hourly rate of pay (T1.5) for the first three hours and at double the normal hourly rate of pay (T2) thereafter.
- (d) 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 (T2).
- (e) No employee shall be required to work for more than 12 consecutive hours where their normal shift is of 8 or 10 hours' duration.

4.2 Penal Rates

- (a) Weekend rate - applies to ordinary time (other than overtime) worked after midnight Friday/Saturday until midnight Sunday/Monday shall be paid at time one half (T0.5) in addition to the ordinary hourly rate of pay.
- (b) Public Holiday rate – applies to those hours which are worked on the public holiday. This shall be paid at time one (T1) in addition to the ordinary hourly rate of pay. (See clause below on Public Holidays for further clarification.)
- (c) Night rate – applies to ordinary hours of duty (other than overtime) that fall between 8p.m. and 6 a.m. from midnight Sunday/Monday to midnight Friday/Saturday and shall be paid at quarter time (T0.25) in addition to the ordinary hourly rate of pay.
- (d) Overtime and weekend/public holiday or night rates shall not be paid in respect of the same hours, the higher rate will apply.

4.3 Call-back

- (a) Call-back is paid at the appropriate overtime rates.
 - i. T1½ for the first 3 hours, and T2 thereafter, except;
 - ii. Call-back worked between 2200 and 0600 hours will be at T2.
- (b) An employee shall be paid for a minimum of two hours, or for actual working and travelling time, whichever is the greater, at the appropriate rate, when the employee:
 - i. is called back to work after completing the days work or duty, and having left the place of employment; or
 - ii. is called back before the normal time of starting work and does not continue working until such normal starting time; 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.

4.4 On Call

- (a) Where an employee is instructed to be on call during normal off duty hours an on call allowance shall be paid at \$4.04 an hour.
- (b) The on call allowance is payable for all hours the employee is rostered on call including time covering an actual call out.
- (c) Where an employee is instructed to be on call on a public holiday during normal off duty hours an on call allowance shall be paid at \$6.06 an hour.
- (d) Where practicable, employee who is instructed to be on call and report on duty within 20 minutes shall have access to an appropriate locator.
- (e) Except in emergencies no employee shall be required to remain on call for more than 40% of the employee's off duty time in any roster period.
- (f) An employee required to be on call on a public holiday shall be granted an alternative holiday regardless of whether or not the call is worked.

4.5 Health Care Assistants

In recognition of the importance of on-going 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	\$1000 p.a.
Merit 2	\$2000 p.a.

Access to the above merit allowances shall be in accordance with the agreed criteria.

HCA's who were paid on salary steps in the previous CA which recognised Proficient and Expert levels, will move to the new salary steps 5 and 6 and will access Merit payments upon meeting criteria, when they are instituted on 1/7/05. For those who have already demonstrated the achievement of Proficient and Expert criteria, direct translation to Merit 1 and Merit 2 as appropriate will occur at 1/7/05.

5 MEAL ALLOWANCE

A shift worker who works a qualifying shift of 8 hours or the rostered shift, whichever is the greater, and who is required to work more than one hour beyond the end of the shift (excluding any break for a meal) shall be paid a meal allowance of \$10, or, at the option of the employer, be provided with a meal to the value of \$10.

APPENDIX 2

RETIRING GRATUITIES (Applies only to workers engaged prior to 7 July 1997)

Note:

The total amount paid to an Employee under this provision shall not exceed the total basic salary (T1 rate only) the Employee would have received between their actual severance and the date that the Employee intended to cease permanent employment.

1. The parties to this Agreement acknowledge that payment of a gratuity in terms of this appendix is at the absolute discretion of the ADHB.
2. The Employer may pay a retiring gratuity to staff retiring from the ADHB who have had no less than 10 years' service with the employer, CHE or its predecessor, with that CHE and one or more other CHE'S or their predecessors and with one or more of the following services: the Public Service, the Post Office, NZ Railways or any university in New Zealand. Provided that for Employees engaged after 1 July 1992, only service with CHE's, Area Health Boards, Hospital Boards or Health Service Community Trusts funded or part funded by a CHE shall be recognised.
3. For the purposes of establishing eligibility for a gratuity, total board service may be aggregated, whether this be part-time or whole-time, or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility.
4. Where part-time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.
5. Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of Employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.
6. The Employer may also grant half the normal entitlement to those Employees resigning after not less than 10 years' service to take up other employment.
7. The calculation of a gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.
8. For the purposes of calculating the amount of gratuity which the Employer may pay the rate of pay on retirement shall be the basic rates of salary or wages.

9. An Employee who is granted leave without pay and who remains in the service of the ADHB, will, on retirement, have such leave aggregated with other service for gratuity purposes.

SCALE OF MAXIMUM GRATUITIES

Period of Total Service	Maximum Gratuity Working Days Pay
Not less than 10 years and less than 11 years	22.5
Not less than 11 years and less than 12 years	25
Not less than 12 years and less than 13 years	28
Not less than 13 years and less than 14 years	31
Not less than 14 years and less than 15 years	33.5
Not less than 15 years and less than 16 years	36.5
Not less than 16 years and less than 17 years	39.5
Not less than 17 years and less than 18 years	42.5
Not less than 18 years and less than 19 years	45.0
Not less than 19 years and less than 20 years	48.0
Not less than 20 years and less than 21 years	51.0
Not less than 21 years and less than 22 years	53.5
Not less than 22 years and less than 23 years	56.5
Not less than 23 years and less than 24 years	59.5
Not less than 24 years and less than 25 years	62.5
Not less than 25 years and less than 26 years	66
Not less than 26 years and less than 27 years	70.0
Not less than 27 years and less than 28 years	74.5
Not less than 28 years and less than 29 years	78.5
Not less than 29 years and less than 30 years	83
Not less than 30 years and less than 31 years	88.0
Not less than 31 years and less than 32 years	92.5
Not less than 32 years and less than 33 years	96.5
Not less than 33 years and less than 34 years	101.0
Not less than 34 years and less than 35 years	105
Not less than 35 years and less than 36 years	109.5
Not less than 36 years and less than 37 years	113.5
Not less than 37 years and less than 38 years	118
Not less than 38 years and less than 39 years	122.5
Not less than 39 years and less than 40 years	126.5
Not less than 40 years	131

APPENDIX 3

1. DCCM 12 Hour Shift Roster

1.1 The clauses in Appendix 3 apply only to those employees working within the Department of Critical Care Medicine (DCCM) and should be read in conjunction with all other provisions in the collective agreement. Where various clauses or components conflict, to the extent that the wording differs, the wording in the clauses of Appendix 3 shall apply to the directly affected employees subject to the 12 hour roster. The intent of these clauses is to enable the provision of a 12 hour roster.

1.2 The ordinary hours of work shall not exceed 120 hours per three week period without payment of overtime, and shall be made up of a number of 12 hour shifts not exceeding any more than four consecutive shifts with no less than two consecutive days off before recommencing another 12 hours shift. Such shifts will be arranged according to a roster template and confirmed in advance. Rosters will be published not less than 14 days prior to commencement of the roster provided that less notice may be given in exceptional circumstances. Changes to rosters once posted shall be by mutual agreement. A meal break will not be deemed to interrupt a shift.

1.3 Workers shall not be brought back to work after their day's work is finished until after an interval of at least 11 hours. Any period during which a worker is required to work within 11 hours of his/her ordinary finishing time shall be deemed to be overtime and shall be paid for at overtime rates specified in clause 5.2 of this agreement in addition to his/her ordinary weekly wages.

The employer may, for the purposes of providing a 11 hour break, either require the employee to end a shift one hour early, or start their following shift one hour later. Either hour which the employee does not work for the purpose of securing a 11 hour break, shall be paid at the rate the employee would have been paid had the employee worked the hour in question.

Where an employee is required to work without a 11 hour break, the employee shall be paid at time and a half for the whole shift and, if this occurs between midnight on Friday/Saturday and midnight Sunday/Monday, at double time for the shift in question.

1.4 For the purpose of applying section 5 (Overtime) to the DCCM 12 hour roster, overtime shall be paid at the rate of time and half for all hours worked in excess of the rostered 12 hour shift as an extension of the current shift or as per clause 5.2 for hours worked in excess of 120 hours per 3 week period.

1.5 Where a 12 hour shift is worked, employees are entitled to two meal breaks, one will be paid and one unpaid, each break will be of not less than 30 minutes. Subject to clause 4.1.3 and 4.1.4 of the agreement the first meal break is to be taken within 5 hours. 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.

Auckland District Health Board:

Service Workers' Collective Agreement: Effective to 14/06/2021