

NGATI POROU HAUORA  
MULTI UNION COLLECTIVE EMPLOYMENT  
AGREEMENT



*1 January 2021 to 31 December 2022*

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# 1 COVERAGE OF AGREEMENT

## 1.0 COVERAGE

This agreement is negotiated and agreed pursuant to Section 54 of the Employment Relations Act 2000 and amendments.

## 1.1 PRINCIPLES

The parties to this agreement acknowledge that the Employer is contracted to provide services to specific clients and the general public in the health and disability sector and needs to provide these services in a confidential, customer-focused, and culturally sensitive manner. The provision of these services shall be consistent with the requirements of the Ministry of Health, other purchasers, and any other contractual arrangements and, where applicable, the general requirements of customers and patients, taking into account the partnership role developed through the Treaty of Waitangi.

## 1.2 PARTIES

1.2.1 The parties to this agreement shall be:

- a. Ngāti Porou Hauora Charitable Trust (hereinafter referred to as the Employer)
- b. The New Zealand Nurses Organisation
- c. The New Zealand Public Service Association
- d. E tū union
- e. FIRST Union

1.2.2 This agreement shall be binding on the parties to it.

This Collective Agreement shall apply to any employee whose work is covered by the definitions clauses in Appendices 1 and 2 and to any employee whose work is covered by the occupations in Clause 9, "Remuneration" Appendix 3, and in Clause 1 "Applications" in Appendix 4 of this agreement. Such employees shall, be entitled to all benefits of, and be bound by the obligations, under this agreement. Where this clause is in conflict with specific terms and conditions of employment in this collective employment agreement maintained for specific occupations then the clause contained in those specific conditions shall apply.

1.2.3 All new employees employed after the date of signing of this agreement whose work comes within the coverage clause, will, for the first 30 days of their employment, be employed on terms and conditions in this Agreement and any other terms where authorised by the Employment Relations Act which are not inconsistent with this Agreement.

1.2.4 Where the new employee is not a member of the Union, the employer will inform the employee that:

- (a) this agreement exists and covers their work
- (b) they may join the Union
- (c) how to contact the Union
- (d) if the employee joins the Union, the employee will be bound by this collective agreement

1.2.5 The schedule of employees covered by this agreement hereinafter referred to as Schedule 1, will be held by the Employer and made available for inspection by Employees and/or their applicable union as required.

1.2.6 This Collective Employment Agreement shall have no application to:

Senior Management and direct reports to CEO and the Human Resources Advisor.

Such other positions as are agreed in writing between the Chief Executive of NPH and the official authorised representative of the Union.



## 2.0 TERM OF AGREEMENT

This agreement shall be effective from 1 January 2021 and shall remain in force until 31 December 2022. The parties agree that all reasonable efforts will be made to commence negotiation for a new Collective Employment Agreement before it expires pursuant to SS41-44 of the Employment Relations Act 2000 and amendments.

## 3.0 AGREEMENT TO OVERRIDE ALL EXISTING AGREEMENTS

- a. This agreement incorporates all terms and conditions of employment and supersedes any agreements for reward or remuneration, either expressed or implied, made prior to the day that this agreement is ratified (except any matters which by individual letter are deemed personal to holder);
- b. Clause (a) above does not apply to letters of appointment/ application forms or the Employer's Human Resources policies and procedures manual. (See clause 47.)
- c. Except as specifically varied by this agreement, nothing in this agreement shall operate so as to reduce the wages and agreement conditions of employment applying to any employee once this agreement comes into force.

## 4.0 COMPLETENESS

This CEA supersedes all terms and conditions in previous CEAs.

However, as significant changes have been made, it is acknowledged that certain terms and conditions may have inadvertently been omitted. This CEA shall not operate so as to deprive employees of a benefit that was omitted in error. Nor shall it operate so as to provide an employee of a benefit that was inadvertently included.

## 5.0 SAVINGS

Nothing in this CEA shall operate as to reduce the ordinary (T1) salary rate applying to any employee at the date of this CEA coming into force unless specifically agreed between the parties during the negotiations for the CEA.

## 6.0 NON-WAIVER UNDERSTANDING

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

## 7.0 VARIATION OF AGREEMENT

The parties agree that the provisions contained in this Collective Agreement may be varied by mutual agreement between the Employer and the Union party to this agreement that represents the Employees directly affected by the proposed variation. The variation must be ratified by the affected employees at an appropriate union meeting. The agreed changes shall be recorded in writing and signed by the Employer and the Union party to the changes. The Union party will agree with its members prior to ratifying a variation an agreed percentage required to endorse the variation. In the event of the proposed changes not being ratified the Collective Agreement shall not change.

Variations will have the same expiry date as this agreement. In the event of mutual agreement not being reached between the parties involved in the proposal, then either party may seek the assistance of the Mediation Service as described in the Employment Relations Act 2000 and amendments, to resolve the issue.

## 8.0 TE TIRITI O WAITANGI (TREATY OF WAITANGI) OBLIGATIONS

Ngati Porou Hauora affirms Te Tiriti o Waitangi/Treaty of Waitangi as the constitutional basis of partnership between Maori and the Crown, and the unique status of Maori as Tangata Whenua of Aotearoa/New Zealand.

Ngati Porou Hauora Tiriti obligations to Maori employees will mean that, as part of the definition of a good employer, Ngati Porou Hauora will provide a culturally safe working environment that supports and does not invalidate cultural beliefs, aspirations and practices of its employees, particularly Maori; and the aims and aspirations of Maori; and the employment requirements of Maori; and the need for the greater involvement of Maori as employees of Ngati Porou Hauora.

## 9.0

### STATUTORY PROVISIONS

- 9.1 This agreement shall include all terms implied by operation of law or incorporated by statute or otherwise.
- 9.2 The provisions in this agreement shall not be contrary to the provisions incorporated by the following statutes and their amendments unless specifically varied in this agreement in accordance with the enactment:
- Accident Compensation Act 2001
  - Construction Act 1959
  - Electrical Registration Act 1979
  - Employment Relations Act 2000
  - Equal Pay Act 1972
  - Equal Pay Amendment Bill
  - Domestic Violence Victims Protection Act 2018
  - Health and Disability Services (Safety) Act 2001
  - Health and Safety in Employment Act 2015
  - Health Practitioners Competence Assurance Act 2003
  - Holidays Act 2003
  - Human Rights Act 1993
  - Mental Health Act 1994
  - Minimum Wage Act 1983
  - Obstetric Regulations 1986
  - Official Information Act 1982
  - Parental Leave and Employment Protection Act 1987
  - Privacy Act 2020
  - Race Relations Act 1971
  - Wages Protection Act 1983

## 10.0 DEFINITIONS

For all Employees covered by this agreement, the following definitions shall apply:

- 10.1 "Fixed term agreements" - Employees should only be employed on fixed term employment agreements to cover specific situations of a temporary nature (e.g. to fill a position while the incumbent is on study leave, parental leave, or for specific short-term projects) and must not be used to deny Employees security of employment in traditional career fields. Fixed term employment agreements will not be entered into for periods in excess of 12



months unless there are exceptional circumstances that have been agreed between the Employer and the Employee.

Where there is an individual employment agreement for a fixed term there shall be no expressed or implied obligation on either party to renew the agreement at the end of its term.

- 10.2 "Shift Work" is defined as the same work performed by two or more employees or two or more sets or groups of employees working successive periods.
- 10.3 "Duly Authorised Officer" (DAO) means an employee appointed by the Director of Mental Health Services to undertake the Duly Authorised Officer role and function as defined in the Mental Health (Compulsory Assessment and Treatment) Act 1992.

### 10.1 DEFINITIONS - as applies to Nurses & Midwives Appendix 1

For all employees covered by this appendix, the following definitions shall apply:

- a. "Full-time employee" means an employee who works not less than the "ordinary" hours set out under "Hours of work" in Clause 3.0 of this appendix.
- b. "Part-time employee" means an employee, other than a casual employee, who works on a regular or irregular basis but less than the ordinary hours prescribed in this appendix. Part-time employees shall be paid the appropriate pro rata rate.
- c. "Casual employee" means an employee who has no set hours or days of work and who is asked to work as and when required.
- d. "Registered Nurse" means registered in accordance with the Health Practitioners Competence Assurance Act 2003.
- e. "Registered Midwife" has the same meaning as in the Health Practitioners Competence Assurance Act 2003.
- f. "Enrolled Nurse" has the same meaning as in the Health Practitioners Competence Assurance Act 2003.
- g. "Healthcare Assistant" means an employee who carries out designated patient care and unit support tasks under the supervision of a nurse/midwife.
- h. "Duty" means one or more periods of service required to be worked during one period of 24 hours.
- i. "Shift work" is defined as the same work performed by two or more employees or two or more successive sets of employees working successive periods.
- j. "Whanau Ora Nurses" will be within the coverage of the NPH collective agreement.

### 10.2 DEFINITIONS - as applies to Service & Food Workers Appendix 2

For all Employees covered by this appendix, the following definitions shall apply:

- a. "Full-time Employee" means an Employee who works not less than the "ordinary" hours set out under "hours of work" in Clause 2.0 of this appendix.
- b. "Part-time Employee" means an Employee who is employed on a regular basis for less than 40 hours per week in accordance with the provisions of Clause 3.0 and shall be paid the appropriate rate as set out in Clause 5.0 of this appendix.
- c. A Part-time employee shall be paid for no less than 3 hours in any one day except where the 3 hours is varied between the employer and the employee concerned, at the request of the employee. Prior to the establishment of any new part time position the Employer shall consult the employees and there authorised representative/union on the position.
- d. Part-time Employees shall be paid at the appropriate pro rata rate.

Note: This clause does not apply to Home Based Caregivers and Dental Clinic Cleaners - Rural.

- e. **"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 shall be deemed to include cover for unexpected absences or events.
- f. **"Cook"** means an Employee engaged in the preparing and cooking of food, and where employed at Te Puia Hospital is further responsible for the cleanliness of the area in which he/she is employed.
- g. **"Supervising Cook/Team Leader"** means an Employee responsible for the daily operation of the kitchen, including cooking, ordering foodstuffs, record keeping, liaison with nursing staff, patients and staff food services.
- h. **"Kitchen Hand"** means an Employee who is engaged in preparing of food to be cooked (but not cooking), serving of cooked and uncooked food, dish washing and other duties throughout a kitchen, dining rooms, cafeteria or coffee bar.
- i. **"Domestic"** means an Employee engaged as a cleaner, ward domestic staff, household staff, dining room staff and pantry hands.
- j. **"Domestic Supervisor"** means an Employee appointed to supervise domestic workers.
- k. **"Home Based Caregiver"** means an Employee engaged to support people in their homes through assisting them with their daily household duties and/or personal cares.
- l. **"Health Care Assistant"** means an Employee appointed to provide care for inpatients, and assist in their activities of daily living.
- m. **"Duty"** means one or more periods of service required to be worked by any employee during any one period of 24 hours.
- n. **"Current Employee"** means an Employee who commenced Employment with the Employer prior to 30 June 1993 (note Clause 12).
- o. **"New Employee"** means an Employee who commenced employment with the Employer after 30 June 1993 (note Clause 12).
- p. **"Week"** in the case of day workers shall mean the seven days computed from midnight to midnight covered by the pay week of the Employee.
- q. **"Week"** in the case of night workers shall mean the seven nights computed from noon to noon covered by the pay week of the Employee.

### 10.3 DEFINITIONS as applies to Support Services Appendix 4

- a. **"Full Time Employee"** means an Employee who works not less than the 'ordinary' hours set out under 'Hours of Work' in this agreement
- b. **"Part-time Employee"** means an Employee, other than a casual Employee, who works on a regular basis but less than the ordinary or normal hours prescribed in this agreement. Part-time Employees shall be paid at the pro rata rate.
- c. **"Casual Employee"** means an Employee who is asked to work as and when required up to a maximum of 21 days. There will be no continuity of service between engagements. When casual labour is employed for less than 8 hours in any one day a minimum of four hours shall be paid.
- d. **"On Call"** refers to the status of an Employee who is required by the Employer to be contactable and readily available for work as required during specified off-duty or non-work time.
- e. **"Sleepover"** refers to an employee who is required to sleep over will be paid at the minimum wage rate for each hour worked between 11 p.m. and 7 a.m. during the sleepover.

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## II GENERAL EMPLOYEE CONDITIONS

### 11.0 TERMINATION OF EMPLOYMENT

#### 11.1 Notice of Termination

A minimum of two weeks' notice for non-clinical employees and four weeks' notice for clinical employees of termination of employment shall be given by the Employer or the Employee as the case may be unless otherwise agreed in writing by the Employer and the Employee. This shall not prevent the Employer from summarily dismissing the Employee for serious misconduct as detailed in the Human Resources Manual. (See clause 17.)

Upon termination of employment, Employees shall return to the Employer all property belonging to the Employer including equipment, uniforms and items of protective clothing.

The Employer reserves the right to deduct from the Employee's final pay an amount to cover the value of any property of the Employer that is not returned or to cover damages to property that leaves the Employer out of pocket.

#### 11.2 Abandonment of Employment

Where an Employee absents himself/herself from work for a continuous period exceeding three working days, without notification to the Employer, the employee shall be deemed to have abandoned their employment, except where the Employee, through no fault of his/her own has been unable to notify the Employer.

### 12.0 PAYMENT OF REMUNERATION

- 12.1 Remuneration shall be paid in full by direct credit to the Employee's nominated bank account.
- 12.2 The pay period shall be fortnightly with remuneration paid no later than the Thursday following the completion of each pay period. Where the normal pay day is Thursday, and a public holiday falls on the Friday of the pay week, wages shall be paid by the Wednesday of that week.
- 12.3 Any pay error resulting in an underpayment will be corrected as soon as practicable and an arrears of wages will be lodged in the employees bank account along with notification to the employee within 48 hours of notification of the error.
- 12.4 The Employee shall be provided with a pay statement showing details of earnings and any deductions that are made.
- 12.5 All outstanding monies and holiday pay shall be paid on the termination of an employee's employment on the last working day provided that the required notice has been given, otherwise without undue delay.
- 12.6 Overpayment recovery procedures are covered by the provisions of the Wages Protection Act 1983 and amendments.
- 12.7 For a salaried employee to determine the ordinary rate of pay (T1) the salary shall be divided by 2080 (one, two thousand and eighty) part of the gross ordinary base salary, correct to three decimal places of a dollar, of the basic annual salary.

### III

## PROVISIONS RELATING TO LEAVE

### 13.0 SERVICE RECOGNITION

This clause is only applicable to employees employed prior to the date of ratification 19<sup>th</sup> November 2015.

For the purpose of establishing employee service related entitlements for annual leave and long service the following apply:

- 13.1 A Current Employee, is an employee who commenced employment with the employer prior to 30 November 1992, while remaining in the service of the Employer (or NPH), shall continue to have all service previously recognised credited.
- 13.2 A New Employee, is an employee who commenced employment with the employer after 30 November 1992 (or NPH), and prior to 19 November 2015. The service of the Employee shall be deemed to comprise all periods of continuous employment with the following services and organisations:
- a. New Zealand Department of Health or successors;
  - b. New Zealand Crown Health Enterprises, Area Health Boards and Hospital Boards or successors;
  - c. Such other service as is agreed to by the Employer and the Employee.
- 13.3 Service with one or more of the above organisations, that is continuous with current employment may be credited provided that the total period of service is continuous, i.e. broken by an interval of no more than one month.
- 13.4 For all Employees, service that has been previously recognised for payment of redundancy shall not be recognised for calculating further redundancy.

### 14.0 PUBLIC HOLIDAYS

#### 14.1 Public Holidays

- a. The following days shall be observed as public holidays:

- New Year's Day
- The day after New Year's Day
- Waitangi Day
- Good Friday
- Easter Monday
- ANZAC Day
- Sovereign's Birthday
- Matariki
- Labour Day
- Christmas Day
- Boxing Day
- Anniversary Day

- b. When any of the above public holidays fall on a Saturday or Sunday, it shall be observed on the following Monday, and, in the event of another holiday falling on such a Monday it shall be observed on the next succeeding Tuesday.

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Except where the provisions of (d) (i) below apply, if a public holiday falls on an employee's rostered off duty day (such off duty day not being a Saturday or a Sunday) the employee shall be granted an additional day's leave on ordinary pay (T1) at a later date convenient to the employer.

- c. Provided that in order to maintain essential services the Employer may require an Employee to work on a public holiday. *14. 02*
- d. Except as otherwise provided in subclause ~~3.1.e.ii~~, when Employees are required to work on a public holiday, or as observed under (b) above, they will be paid at double the ordinary rate of pay (T2) and granted an alternative day off in lieu to be taken at a time agreeable to both the Employer and the Employee.
  - (i) An Employee required to be on call on a public holiday, or as observed under (b) above, will be granted one day in lieu whether or not the Employee is called back to work.
- e. Public holidays falling during leave or time off:
  - (i) Leave on pay  
When a public holiday falls during a period of annual leave, sick leave or special leave on pay, an Employee is entitled to that holiday which is not to be debited against such leave.
  - (ii) Leave Without Pay  
An Employee shall not be entitled to payment for a public holiday falling during a period of leave without pay (including sick leave and military leave without pay) unless the Employee has worked during the fortnight ending on the day on which the holiday is observed.
  - (iii) Leave on Reduced Pay  
An Employee, during a period of reduced pay, shall be paid at the same reduced rate for public holidays falling during the period of such leave.
  - (iv) Off Duty Day  
Except where the provisions of (d)(i) above apply, if a public holiday, falls on an employee's rostered off duty day (such off duty day not being a Saturday or a Sunday) the Employee shall be granted an additional day's leave on ordinary pay (T1) at a later date convenient to the employer.
- f. Any Employee required to work on 25 December (Christmas day) when that day falls on a Saturday, shall receive the penal payment and an alternative day off in lieu as if it were a public holiday, except where the Employee is also required to work on the day on which the public holiday is actually observed. When the Employee works on both the Saturday and the day on which the public holiday is observed, the payment for the Saturday will be as if that day were a normal Saturday.

## 15.0 STAFF DEVELOPMENT DAYS

Staff development days are to be used to the advantage of the individual and the organisation. They may be used to enhance service delivery and thus contribute to positive health outcomes; to enhance personal wellbeing; for cultural development or for team building activity.

- 15.1 Full-time Employees shall on application in writing be granted two STAFF development days per year on ordinary rates of pay (T1). This shall be pro rata for part-time Employees and does not apply to casual Employees.
- 15.2 A new Employee will become entitled to staff development leave after completion of twelve months service and thereafter on the anniversary of appointment each year.
- 15.3 If not taken during any leave year the staff development days shall be cancelled and may not be carried forward.

- 15.4 Employees retiring or resigning will not be paid for any staff development days not taken at the date of resignation or retirement.

## 16.0 ANNUAL LEAVE

- 16.1 Unless otherwise agreed by the parties the Employee shall be entitled to 4 weeks annual leave taken and paid in accordance with the Holidays Act 2003 and amendments and subject to the other provisions of this clause, except that on completion of 5 years recognised service the Employee shall be entitled to 5 weeks annual leave.
- 16.2 **Conditions**
- The Employee shall take and the Employer shall allow annual leave to be taken within 12 months of the entitlement becoming due
- a. Annual leave may be granted in one or more periods but at least 10 days of an Employee's entitlement must be granted at one time.
  - b. Annual leave can be accrued up to a maximum of two years entitlement with the written approval of the Employer.
  - c. Annual leave shall be taken to fit in with service/work requirements and may include anticipation of up to one year's entitlement by agreement with the Employer.
  - d. After thorough consultation and discussion between the Employee and the Employer to agree to a suitable time for leave entitlement to be taken and failure to reach agreement occurs, the Employer can require the Employee to take annual leave by giving the Employee fourteen (14) days' notice of the requirement to take annual leave<sup>14</sup>
  - e. When an Employee ceases duty, wages shall be paid for accrued annual leave and the last day of service shall be the last day of such accrued leave.
  - f. Every part-time Employee shall be entitled to annual leave as prescribed. Salary during leave will be paid for the Employee's usual working hours.
  - g. An Employee may anticipate up to one year's annual leave entitlement at the discretion of the Employer.
- 16.3 Casual Employees shall be paid 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement.
- 16.4 **Extra Leave for Shift Employees**
- Employees who provide flexibility by working rotating shifts (i.e. morning, afternoon and night) as required by the Employer shall be granted five working days additional annual leave on completion of 12 months employment on shift work (or pro rata according to the proportion of the year on shift work). An Employee who regularly works ordinary fixed hours will not qualify for additional leave.

## 17.0 SICK/DOMESTIC LEAVE

### 17.1 Policy

"The continuing good health of every employee is a matter of importance to the Employer. Health and work performance are inseparable.

Free primary medical care will be provided by Ngati Porou Hauora Health professionals for all union members covered by this agreement.

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## 17.2 Definition

When reporting in sick, the Manager is the first point of contact, or the person with delegated authority.

## 17.3 Provisions

17.3.1 On the commencement of employment the employee is entitled to;

- From commencement of employment five days sick leave;
- after six months current continuous employment with Ngāti Porou Hauora the employee will be credited a further 5 days sick leave ; and
- for each subsequent 12 months of current continuous employment a further 10 days will be credited to the employee.

17.3.2 If the employee has sick leave that has not been taken by the end of the 12-month period to which the leave relates, the employee may carry over unused sick leave to the next entitlement year, to a maximum of 40 days' entitlement. Sick leave that the employee does not use will not be paid out to the employee at termination of the employee's employment.

17.3.3 If the employee has sick leave available the employee can take it if the employee is sick or injured, if the employee's spouse is sick or injured, or if a dependant for whom the employee provide care is sick or injured.

17.3.4 If the employee takes a day of sick leave the employee will be paid the employee's relevant daily pay for that day. This will be paid to the employee in the pay that relates to the period during which the sick leave is taken.

17.3.5 ACC injury top up from sick leave.

In the event the employee has an accident or is injured and the injury is covered by ACC, the employee may request to have their ACC entitlement topped up from the 80% entitlement to a 100% of the employee's normal wage. The cost of the top up will be covered from the employee's available sick leave entitlement. (Note: five days top up is equal to one day's sick leave).

In the event of a non- work related accident or injury the employee may use their available sick leave entitlement to cover their earnings for the first week of incapacity.

## 17.4 Procedures

17.4.1 The employee must notify the employee's manager of the employee's absence, and the expected duration of the employee's absence, as early as possible before the employee is due to start work on the first day of absence. Failure to provide notification to the employee's manager will deny sick leave payment.

17.4.2 The employer will require the employee to provide the employee's manager with proof of the sickness or injury (including a medical certificate) to support any sick leave absence

- of three or more consecutive calendar days; or
- where the employee has used the employee's statutory entitlement.

The medical certificate, must state that the employee has / the dependant person has been examined by a doctor and the employee is / the dependant person is, in the doctor's opinion, not fit to attend work / requires home care because of sickness or injury.

17.4.3 Where a person becomes incapacitated or disabled through sickness or injury as confirmed by a medical practitioner nominated by the Employer, and the employee is unable to return to work, following review of the employee's situation by Management the Employee's employment may be terminated.

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17.4.4 It is the responsibility of the Employee to enter the details of any absences on the Leave Application Form. Any medical certificates are to be attached to the form and the form submitted to the relevant person for authorisation.

17.4.5 If an employee is sick with COVID-19, required to stand down from work or self-isolate under Ministry of Health guidelines for COVID-19; NPH will apply on behalf of the employee for the government COVID-19 Leave Support Scheme, and where needed the employee's wages will be topped up above this government support payment.

## 18.0 BEREAVEMENT/TANGIHANGA LEAVE

18.1 The Employer shall approve paid bereavement leave for the Employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Approval shall be sought prior to the taking of such leave and in all cases prior to the Employee's next rostered duty. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). The length of time off on pay shall be at the discretion of the Employer.

18.2 If a bereavement occurs while the Employee is absent on paid sick leave or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of subclause 17.1. In the case of a bereavement during annual leave the employer must allow the employee to interrupt such leave and grant bereavement leave in terms of subclause 18.1. *18.1*

18.3 In the granting of time and deciding on the length of time allowed, the Employer will administer these provisions in a culturally sensitive manner.

18.4 The Employer agrees that on application it may be appropriate to grant annual leave or leave without pay in order to accommodate various special bereavement needs not recognised in clause ~~18.1~~ 18.1 *18.1*

18.5 Bereavement leave shall be in accordance with the Holidays Act 2003 and amendments.

18.6 In granting time off therefore, and for how long, the Employer must take into account the following points:

- a. The closeness of the association between the Employee and the deceased;  
**Note:** This association need not be a blood relationship.
- b. Whether the Employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
- c. The amount of time needed to properly discharge any responsibility or obligations;
- d. Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
- e. A decision must be made as quickly as possible so 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;
- f. If paid leave is not appropriate then annual leave or leave without pay should be granted, but only as a last resort.

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## 19.0 FAMILY VIOLENCE LEAVE

19.1

### General Principle:

The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance, performance and/or their safety at work. Therefore, the employer is committed to support staff that experience family violence and staff seeking to deal with their own violence where this is assessed as not presenting a risk to others.

Leave entitlements and process as contained in the Family Violence Act 2018 and its amendments.

## 20.0 SPECIAL LEAVE

20.1 The Sick/Domestic and Bereavement/Tangihanga leave provisions in clauses ~~26~~ and ~~27~~ of this agreement are inclusive of the leave entitlements contained in the Holidays Act 2003 and amendments.

## 21.0 WITNESS LEAVE

21.1 Where an Employee is required to be a witness in a matter arising out of her/his employment, she/he may be granted paid leave consistent with normal rostered duties. Such payment may be abated by way of any other fee received by the Employee.

## 22.0 JURY SERVICE

- 22.1 Employees called for jury service are required to serve. Because of particular work needs the Employer may apply for postponement of jury service.
- 22.2 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).
- 22.3 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 Court does not require the Employee, the Employee is to return to work where this is reasonable and practicable.
- 22.4 Where leave on pay is granted the Employer shall pay the Employee's normal pay for rostered work, provided that the Employee makes over the cheque for juror's work in favour of the Employer.
- 22.5 The Employee when called for jury service shall advise the Employer as soon as practicable.

## 23.0 LEAVE TO ATTEND MEETINGS OF STATUTORY BOARDS AND COMMITTEES

- 23.1 The Employer shall grant leave on full pay to Employees attending meetings of Boards or Committees convened by the Department of Health, the State Services Commission or the New Zealand Nursing Council provided that;
- the appointment to the Board or Committee is by ministerial appointment; and
  - any remuneration received for the period that paid leave was granted shall be paid to the Employer.

- 23.2 Employees who are members of the NPH Board shall be granted paid leave to attend meetings of the Board.

#### 24.0 LONG SERVICE LEAVE

- 24.1 Employees shall be entitled to a special holiday in addition to annual leave as follows: 13 ll  
One special holiday of four weeks after the completion of 20 years (as defined in clause 12) 24.1 ll  
current continuous service with the Employer.
- 24.2 The special holiday provided in clause 24.1 of this agreement shall be on current base salary and is to be taken, where possible, in one period at such time as agreed between the Employer and the Employee.
- 24.3 An Employee who leaves their employment and has become entitled to the special holiday shall be paid in lieu for any special holiday not taken.

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#### 24.4 Eligibility

- a. Employees who have completed 20 years continuous service as defined in this document shall be granted once only four weeks long service leave.
- b. Continuous service may be broken by periods of up to three months but any break in service longer than three months shall debar an Employee from counting the service prior to that break towards the qualifying period for long service leave.
- c. Leave without pay in excess of three months (including sick leave without pay) taken on any one occasion cannot be included in the 20 year qualifying period e.g.: an Employee who has in aggregate a year's leave without pay will not qualify for long service leave until 21 years of qualifying service.
- d. Employees who resign or are dismissed, except through no fault of their own will forfeit any long service leave to which they might otherwise be entitled.

Note: Nurses' Long Service Leave - also refer to Appendix 1 Clause 10

#### 25.0 PARENTAL LEAVE

- 25.1 **Statement of Principle** – the parties acknowledge the following provisions are to protect the rights of employees during pregnancy and on their return to employment following parental leave.
- 25.2 Parental leave is leave without pay.
- 25.3 **Entitlement and Eligibility** – provided that the Employee assumes or intends to assume the care of the child born or adopted by them or their partner, the entitlement to parental leave is:
  - a. in respect of every child born to them or their partner;
  - b. in respect of every child up to and including five years of age adopted by them or their partner;
  - c. 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.
- 25.4 **Parental leave**
  - a. Parental leave of up to 12 months is to be granted to Employees with at least one year's service at the time of the estimated date of delivery;
  - b. Parental leave of up to six months is to be granted to Employees with less than one year's service at the estimated date of delivery; provided that the length of service for the purpose of this clause means the aggregated period of service, whether continuous or intermittent, in the employment of the employer.
  - c. The maximum period of parental leave may be taken by either the Employee exclusively or it may be shared between the Employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by the Employer.
- 25.5 In cases of adoption of children of less than five years of age, parental leave shall be granted in terms of subclauses ~~24.1~~ and ~~23.3~~ above, providing the intention to adopt is notified to the Employer immediately following advice from the Ministry of Social Development 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.

25.6 Employees intending to take parental leave are required to give at least three month's notice in writing and the application is to be accompanied by a certificate certifying the expected date of delivery. This provision may be waived in the case of adoption.

25.7 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 reporting 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.

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

25.9 Job Protection after Parental Leave

25.10 ll  
a. Subject to clause 25.10 below, an Employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:

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

b. Where applicable, Employees shall continue to be awarded leave.

25.10 a. The Employer must, as a first preference, hold the Employee's position open or fill it temporarily until the Employee's return from parental leave. In the event that the Employee's position is a "key position" (as defined in Section 41(2) of the Parental Leave and Employment Protection Act 1987 and amendments), the Employer may fill the position on a permanent basis.

b. Where the Employer is not able to hold a position open, or to fill it temporarily until an Employee returns from parental leave, or fills it permanently on the basis of it being a key position, and, at the time the Employee returns to work a similar position (as defined in subclause 23.9 (a) above) is not available, the Employer may approve one of the following options:

- i) an extension of parental leave for up to a further 12 months until the Employee's previous position or a similar position becomes available; or
- ii) an offer to the Employee of a similar position in another location (if one is available) with normal transfer expenses (see clause 43) applying; if the offer is refused the Employee continues on extended parental leave for a further 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 for up to a further 12 months; provided that, if a different position is accepted and within the period of extended parental leave, 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 expires and no similar position is available for the



29 ll

Employee, the Employee shall be declared surplus under clause 27 of this agreement.

- 25.11 If the Employee declines the offer of appointment to the same or similar position in terms of subclause 25.9 (a) above, parental leave shall cease.
- 25.9 ll
- 25.12 a. 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 whole-time employment after parental leave shall be the same as that immediately prior to such enforced reduction of hours.
- b. An Employee returning from parental leave may request the Employer to vary the proportion of whole-time employment which applied before the leave was taken. The granting of such a request shall be at the discretion of the Employer, that is the principle of job protection cannot be guaranteed.
- 25.13 Parental leave absence filled by temporary Employee – if a position held open for an Employee on parental leave is filled on a temporary basis, the Employer must inform the temporary appointee that their employment will terminate on the return of the Employee from parental leave.

**Note:** The Employee is able to return to work from parental leave early with 21 days' notice, subject to the consent of the Employer.

- 25.14 **Lump Sum Payment**
- a. Where an Employee, who is entitled to parental leave of up to 12 months, returns to full time duty before or at the expiration of leave or extended leave, and completes a further 6 months service, they qualify for a payment equivalent to 40 working days leave on pay, that is at the rate applying for the 40 working days immediately following their ceasing duty.
- b. If the Employee works part-time on their return to work, (whether full-time or part-time prior to taking parental leave) then the lump sum payable shall be pro rata the full time rate of 40 days' pay; i.e. payment shall be based on the percentage that the part-time work hours bear to full-time employment.
- c. If both partners are employed by the health service and are eligible for the payment, then they are entitled to one and only one payment, and they may choose (after they have qualified) who will receive it.

## IV INDUSTRIAL DEMOCRACY

### 26.0 STATEMENT OF PRINCIPLES

The parties to this agreement accept that change in the delivery of health services in New Zealand is necessary to ensure the effective and efficient delivery of those services. All parties have a contribution to make in this regard.

The involvement of Employees should contribute to:

- a. improved decision-making;
  - b. greater co-operation between Employer and Employee;
  - c. a more harmonious, effective, efficient, safe and productive workplace.
- 26.1 a. "Delegate" means an Employee who has been elected in accordance with the appropriate union's constitutional process, and/or an Employee who is nominated by a majority of Employees within a particular workplace to act on their behalf.
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- b. The Employer accepts delegates are the recognised channel of communication between the Employer, Employees and their unions in the workplace. It is recognised that some time will be required to carry out their activities. Accordingly, reasonable paid time shall be allowed for recognised delegates to attend meetings with management, consult with Employees, unions and other recognised delegates and officials, to consult and discuss those issues addressed in this section, specifically management of change, effectiveness studies, staff surplus and options for resolving staff surplus.
- c. Prior approval for such meetings shall be obtained from the Employer. Such approval shall not be unreasonably withheld.
- d. The amount of time and facilities provided shall be sufficient to enable full consideration of the issues contained herein.
- e. A Joint Consultative Committee shall be set up, where appropriate, in accordance with the agreement of both parties to the protocols.

## 27.0 MANAGEMENT OF CHANGE

- 27.1 The parties accept that changes in the means of delivery of health services are necessary in order to ensure the ongoing efficient and effective delivery of health services. Furthermore the parties recognise that they have a mutual interest in ensuring that health services are provided efficiently and effectively and that all Employees have a contribution to make in this regard.
- 27.2 The Employer acknowledges that consultation between the parties to this agreement is desirable on matters of mutual concern and interest. In this regard the Employer shall provide forums for information sharing and joint problem solving between managers and Employees. Accordingly, reasonable paid time will be allowed for delegates to participate in this process, subject to the prior approval of the Employer.
- 27.3 The consultation process for managing change shall be as follows:
  - 27.3.1 The initiative being consulted about should be presented by the Employer as a "proposal" or "proposed intention or plan" which has not yet been finalised.
  - 27.3.2 Sufficient information (subject to commercial sensitivity) must be provided by the Employer to enable the party/parties consulted to develop an informed response.
  - 27.3.3 Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.
  - 27.3.4 Genuine consideration must be given by the Employer to the matters raised in the response.
  - 27.3.5 The final decision shall be the responsibility of the Employer.

The above process shall be completed prior to the implementation of clause <sup>29</sup> of this agreement.

## 28.0 TRANSFER OF STAFF TO NEW EMPLOYING BODY

- 28.1 Where an Employee's employment is being terminated by the Employer by reason of the sale or transfer of the whole or part of the Employer's business, nothing in this agreement shall require the Employer to pay compensation for redundancy to the Employee if:
- 28.2 The person acquiring the business or the part being sold or transferred --



- 28.2.1 Has offered the Employee employment in the business or the part being sold or transferred; and
- 28.2.2 Has agreed to treat service with the Employer as if it were service with that person and as if it were continuous; and  
28.2.2 *ll*
- 28.3 Subject to ~~26.2.2~~ 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 or no less favourable than the Employee's conditions of employment as detailed in this agreement, including:
- 28.3.1 Service-related conditions;
- 28.3.2 Conditions relating to staff surplus;
- 28.3.3 Conditions relating to superannuation under the employment being terminated; and;
- 28.4 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:
- 28.4.1 In the same capacity as that in which the Employee was employed by the Employer; or
- 28.4.2 In any capacity that the Employee is willing to accept.
- 28.5 Where a contractor takes over the employment of Employees of Ngāti Porou Hauora, or from another contractor, or Ngāti Porou Hauora takes over the employment of Employees from a contractor, without interrupting the continuity of work, continuous service under this agreement shall, for the purposes of this agreement, be deemed to have been continuous service with the new Employer.
- 28.5.1 The Employer shall give the appropriate Union(s) at least 30 days prior notice of any contract change or change of contractor directly affecting the employment of any Employee covered by this agreement.
- 28.5.2 Where the Employer decides to seek expressions of interest or proposals from outside parties to contract a service currently provided in-house by Employees covered by this agreement, the Employer shall:
- (a) Advise the Employees and the appropriate union(s) that such expressions of interest/request for proposals will be sought, and
- (b) Provide a copy of the document, which will be sent to potential contractors.
- 28.5.3 Where appropriate the Employer will work with the appropriate Union(s) and the Employees to prepare in-house proposal(s) to be submitted for the tendering or other processes.
- 28.6 Employee Protection Provision
- Where the Employer proposes to restructure its business so that employees' work is to be performed for a new employer, the provisions of Part 6A of the Employment Relations Act 2000 and amendments shall apply.

## 29.0 STAFF SURPLUS

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- 29.1 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) and at the conclusion of the processes described in subclause 2.3, 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 29.3 below shall be invoked and negotiated on a case-by-case basis between the union and the Employer.

29.3 ll

29.2 Notification

- a. The Employer will advise the union at least one month prior to the date that notice is required to be given to the Employee whose position is required to be discharged. Notification of a staffing surplus shall be forwarded to the local regional office of the union and a copy sent to the head office of the union. This date may be varied by agreement between the parties. During this period the union and the Employer will meet to reach agreement on the options appropriate to the circumstances. Where Employees are to be relocated, at least three months' notice shall be given to Employees, provided that in any situation a lesser period of notice may be mutually agreed between the union and the Employer where circumstances warrant it (and agreement shall not be unreasonably withheld).
- b. The following information shall be made available to the parties:
- i) the location(s) of the proposed surplus;
  - ii) the total number of proposed surplus Employees;
  - iii) the date by which the surplus needs to be discharged;
  - iv) the positions, grades and names of the affected Employees; and
  - v) availability of alternative positions in the organisation.

On request the authorised representative(s) will be supplied with relevant information where available.

29.3 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. Early retirement
- g. Severance

Option (a) will preclude Employees from access to the other options. The aim will be to minimise the use of Severance. When the Severance option is applied the provisions of clause 27.10 will be applied.

29.10 ll

29.4 Reconfirmed in Position

Where a position is to be transferred into a new structure in the same location and grade, and 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 procedures.

**29.5 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.

**29.6 Redeployment**

- a. Employees may be redeployed to a new job at the same or lower salary/wage in the same or new location.

Where the new job is at a lower salary/wage, an equalisation allowance will be paid to preserve the salary/wage of the employee at the rate paid in the old job at the time of redeployment. The salaries/wages can be preserved in one of the following ways:

- i) A lump sum to make up the loss of basic pay for the next two years (this is not abated by subsequent salary/wage increases); or
  - ii) An ongoing allowance for two years equivalent to the difference between the present
  - iii) salary/wage and the new salary/wage (this is abated by any subsequent salary increases).
- b. If the employee accepts a job at a new location transfer provisions shall apply. (See clause 43.)
- c. The redeployment may involve Employees undertaking some on-the-job training.

**29.7 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 leave or sick leave.

**29.8 Retraining**

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

**29.9 Early Retirement**

- a. Employees are eligible if they are within 10 years of eligibility for National Superannuation and have a minimum of 10 years total aggregated service with the Employer as defined in clause 12. This excludes any service with any organisation

which was taken into account for the purposes of calculating any entitlement to a redundancy, severance, early retirement or similar payment.

- b. Membership of a superannuation scheme is not required for eligibility.
- c. The Employee shall receive compensation according to the provisions of clause 27.10.  
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- d. Outstanding annual leave and long service leave may be separately cashed up.

#### 29.10 Severance

Payment of severance will be made in accordance with the following:

- a. Service means total aggregated service as defined in clause 12 of this agreement.

The Employee shall receive the following:

- i) 8.33 per cent of basic salary (T1 rate only) for the preceding 12 months in lieu of notice. This payment is regardless of the length of service; and
- ii) 12 percent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months service; and
- iii) 4 per cent of 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
- iv) 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.
- v) Employees with not less than eight years' service but less than 10 years shall be paid two weeks basic salary (T1 rate only).
- vi) 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).
- vii) Outstanding annual leave, and long service leave if applicable may be separately cashed up.

#### 29.11 Job Search

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

#### 29.12 Counselling

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

### V

## REPRESENTATION AND SETTLEMENT OF DISPUTES

### 30.0 THE RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

Where an employment relationship problem arises (including personal grievances; a dispute about the interpretation, operation or application of the collective agreement and arrears of wages), the employee or employees shall have a right to take the following steps:

- 30.1. Raise the employment relationship problem with the employer. It is recommended that the employee/s have a Union delegate or Union official present at any meeting with the employer.

Note: if the employee is raising a personal grievance (un)justified dismissal, unjustified action, discrimination, sexual harassment, racial harassment or duress) the employee must raise the personal grievance with the employer within 90 days beginning with the date of the dismissal or action, or the date the dismissal or the action came to the employee's notice, whichever is the latter.

The employee can raise the personal grievance by making the employer aware that they have a personal grievance which the employee wants the employer to address.

- 30.2. If the employer does not resolve the issue to the satisfaction of the employee/s, the employee/s may apply to the Department of Labour for mediation service assistance. This may include:
- a. provision of information or explanations as to where information can be found by way of telephone, fax, e-mail or internet;
  - b. provision of information through pamphlets, brochures or booklets;
  - c. specialist services, including mediation hearings and meetings.

- 30.3. If the employment relationship problem is not able to be resolved with the assistance of the mediation service, the employee/s are able to proceed to the Employment Relations Authority, which will provide an investigatory process and will issue a written decision.

The employee/s is able to apply to the Employment Relations Authority without first obtaining mediation assistance.

In certain circumstances, the employee/s will be able to appeal to the Employment Court and the Court of Appeal if they are unhappy with the outcome at the Employment Relations Authority.

**Remember** - seek advice from your Union if any employment relationship problem arises and you are unsure what to do.

### 310 SEXUAL HARASSMENT

- 31.1 The parties to this agreement acknowledge that sexual harassment is unacceptable and will not be condoned and that corrective action shall be taken against any Employee of the employer found guilty of sexual harassment in the workplace.

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

- 31.3 Type of behaviour

- a. sex-oriented jibes or abuse;
- b. offensive gestures or comments;
- c. unwanted and deliberate physical contact;
- d. requests for sexual intercourse, including implied or overt promises or preferential treatment or threats concerning present or future employment status.

- 31.4 Where it may occur

- a. involving patients/clients;
- b. among co-workers;
- c. where a supervisor/manager uses position and authority to take sexual advantage of another Employee, or to control or affect the career, wages or job of that Employee;
- d. in dealing with members of the public; and
- e. away from the workplace.

31.5 Responsibilities for Supervisors and Complainants when dealing with sexual harassment:

- a. It is the responsibility of the Employer to maintain a working environment free of unwelcome behaviour and to provide a mechanism for reporting sexual harassment, ensuring a fair investigation and avoiding reprisals against the complainant.
- b. Care is to be taken during the investigation of any complaint of sexual harassment and afterwards to prevent any disadvantage to the complainant and care must also be taken to protect the position of other parties if the complaint is found to be unwarranted.
- c. The Employer relies on Supervisors at all levels to facilitate and encourage proper standards of personal and ethical conduct in the workplace. Sexual harassment complaints must be taken seriously and handled with sensitivity and impartiality. Behaviour, words and gestures have different meanings in different cultures. What may be acceptable in one culture may not be in another. This needs to be taken into account in the workplace.

- 31.6 Guidelines for Supervisors and Guidelines for Complainants are available from the Employer, Quality Department or refer to clause 49.50

## 32.0 RIGHT OF ENTRY

- 32.1 The unions party to this agreement shall with the consent of the Employer (which consent shall not be unreasonably withheld) be allowed to enter at any reasonable time upon approved areas of the premises for the purpose of interviewing their members, recruiting of members, and ensuring the operation of this agreement, including access to wage and time records, but not so as to interfere with the Employer's business.
- 32.2 Union officials are required to notify the Employer (or their nominated representative) of their entry and the purpose of their business on the premises before proceeding with that business.

## 33.0 STOPWORK MEETINGS

- 33.1 On the written request of the appropriate union(s) and subject to clauses 33.2 to 33.5 below, the Employer shall allow every Employee employed under this agreement, on ordinary pay (T1), 2 meetings (each a maximum of 2 hours duration) in each agreement year, provided such meetings shall be arranged at a time and place as agreed between the union(s) and the Employer.
- 33.2 The union(s) shall give the employer at least 14 days' notice of the date and time of any stopwork meeting as in subclause 33.1 above.
- 33.3 The union(s) shall make such arrangements with the Employer as may be necessary to ensure the Employer's usual business is adequately staffed and maintained during any stopwork meeting.
- 33.4 Employees shall resume work as soon as practicable after the meeting.

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- 33.5 Only Employees rostered for duty who attend a stopwork meeting shall be entitled to pay for that meeting, once satisfactory evidence of attendance at the meeting is supplied to the employer.

#### 34.0 DEDUCTION OF UNION SUBSCRIPTIONS

- 34.1 Subject to the provisions of the Wages Protection Act 1983, the employer shall deduct dues for Employees covered by this agreement, and shall remit them to the appropriate union at regular intervals. The Employer shall not be responsible for any non-deduction through absenteeism or arrears.
- 34.2 The Employer will provide the relevant union for the Occupational Group on a quarterly basis a list of employees, occupations and workplaces, except in the case where an Employee instructs the Employer not to divulge this information.
- 34.3 Delegates
- 34.3.1 The Employer shall give recognition to the elected Delegate of each union who has authority to represent Employees covered by this agreement.
- 34.3.2 Notice of such appointment shall be confirmed in writing to the Employer as soon as possible by the appropriate union.
- 34.3.3 Where a Delegate is appointed in accordance with subclause ~~24.1a~~ <sup>26.1a ll</sup>, the Employer shall allow a reasonable amount of time without loss of pay for that Delegate to carry out her/his duties.
- 34.3.4 The organisation will provide delegates who request computer access with an email address and reasonable access to a computer for Union business.

#### 35.0 EMPLOYEE DELEGATE EDUCATION LEAVE

- 35.1 The Employer recognises the importance of informed delegate representation. The delegates representing specific occupational schedules in accordance with this agreement will be entitled to a maximum of 20 days paid education leave per calendar year for each specific occupational schedule on the following basis:
- a. The Employer shall be given 21 days' notice in writing of the requested leave.
  - b. The notice to contain date(s), location(s) and name(s) of delegate(s) requesting paid leave.
  - c. The notice to include a summary of programme content.
- 35.2 Leave shall be granted where the operational needs of the delegates work station are able to be suitably covered at no additional cost to the Employer.
- 35.3 Leave not used in each year shall not be cumulative and shall be forfeited.
- 35.4 These provisions are not in addition to EREL as provided for in the Employment Relations Act 2000 and amendments.

#### 36.0 WORKING BETTER TOGETHER

- 36.1 The objective is to build a strong, effective union working to improve the quality of health services and the employment environment with the employer.

Working Better Together provides the means for the union delegates and members to be actively involved in the design and delivery of the employer's services.

The Parties agree to train and educate members appropriately because they believe active involvement of members in the work of the employer will increase members' job

satisfaction, management quality and the delivery of quality health services.

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WMT 32 of 22



## VI MISCELLANEOUS

### 37.0 HEALTH AND SAFETY

- 37.1 The Employer shall comply with the provisions of the Health and Safety in Employment Act 1992 and amendments concerning safety, health and welfare matters. The parties to this agreement agree that employees should be adequately protected from any safety and health hazard arising in the course of their employment. All reasonable precautions for the health and safety of Employees shall be taken.
- 37.2 It shall be the responsibility of the Employer to ensure that the workplace meets required standards and that adequate and sufficient safety equipment is provided.
- 37.3 It shall be the responsibility of every Employee covered by this agreement to work safely and report any hazards, accidents or injuries as soon as practicable to her/his supervisor.
- 37.4 It is a condition of employment that safety equipment and clothing required by the Employer to be worn or used by the Employee must be worn or used and that safe working practices must be observed at all times.
- 37.5 Attention is drawn to the Employer's policies and procedures on health and safety. (See clause *AT*) *So*
- 37.6 The Employer recognises that to fulfil their function, health and safety delegates require adequate time, training and facilities.
- 37.7 To develop a participation agreement that has genuine worker participation in the process. Discuss committees and how the work with the aim of genuine worker participation

### 38.0 ACCIDENTS

- 38.1 Every Employee shall be entitled to medical and surgical treatment as provided for in any general by-laws and regulations of the Employer or in accordance with the established practice for the treatment of staff in the institution where the Employee works.
- 38.2 Employees 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 Employee works, or where this is not practicable, at the nearest hospital where there is a casualty department.
- 38.3 Transport of injured Employees – where the accident is work-related and the injury sustained by the Employee necessitates immediate removal to an appropriate health care facility, and/or to their residence, the Employer is to provide or arrange for the necessary transport, pay all reasonable expenses for meals and lodging incurred by the Employee during the period he/she is transported, and claim reimbursement from ACC.

### 39.0 CONFIDENTIALITY

#### Definitions:

- 39.1 "Disclosure" – all parties recognise that matters of concern pertaining to Ngāti Porou Hauora should first be raised prior to any disclosure to any other party. Such disclosures are to be discussed with the Employee's Service Manager prior to their release in order that the Employer has the opportunity to discuss any effects, which such disclosures may have on the Employer's business.
- 39.2 "Confidential Information" is defined as knowledge or information which the Employee may acquire or may have already acquired concerning the business affairs, strategic plans, property (whether real, intellectual or otherwise), customers, clients, patients, suppliers, contractors or principals of the Employer and which knowledge is not already available in

the public domain.

39.3 Employees shall not utilise or disclose confidential information as defined above which has been acquired by or made available to them in the course of their employment. This shall not prevent Employees from making appropriate ethical/ professional disclosures subject to the Privacy Act 1993 and amendments.

39.4 The Employer shall be able to keep such records as may be required, in relation to each Employee for such purposes as Personnel, Employee Relations, Payroll, and Evaluation data.

#### 40.0 CONFLICT OF INTEREST

Employees must not allow their personal interests to conflict with those of the Employer. Employees may undertake secondary employment provided it does not unreasonably impact on their work performance with Ngāti Porou Hauora. If an Employee believes a conflict may exist they will discuss the matter with the 'relevant person' (as defined in sub-clause 16.2) before any such arrangement is entered into.

#### 41.0 DUTY OF FIDELITY

The Employee will not, for a period of three months after termination, use the Employer's confidential information, client base or other intellectual property that would not otherwise be available to the Employee but for the fact of employment and therefore the access to such information

#### 42.0 PROBATION

New employees may be subject to a probationary period of up to three months. During the probationary period the employee's performance will be reviewed by his/her supervisor and regular feedback given. If progress is unsatisfactory the employee will be given counselling on how to bring his/her performance to the required standard. The probationary period may be extended by agreement between the employer and the employee concerned. If the employee's permanent employment is confirmed then this will be recorded in writing.

#### 43.0 REST BREAKS

Rest breaks of 15 minutes each for morning tea, afternoon tea or supper, where these occur during duty shall be regarded as time worked.

- One 15 minute paid break if the work period is between two and four hours;
- One 15 minute paid rest break and one unpaid 30 minute meal break if the work period is between four and six hours;
- Longer than eight hours, the above provisions automatically apply

The employer shall provide hot/cold water, tea, coffee, milk and sugar for consumption during meal breaks and rest periods. Where employees are employed at work away from the employer's place of business, the employer shall pay actual and reasonable costs – no alcoholic beverages included.

#### 44.0 ON CALL – TELEPHONE RENTAL

All Employees required to perform on-call duties will be provided with a cell phone by the Employer for on-call use. Where cell phone cover is unavailable, half the cost of annual private telephone rental will be reimbursed.

## 45.0 TRAINING & QUALIFICATIONS

### 45.1 Annual Practising Certificate/Licence

Any Employee who is required by the Employer to hold a current practising certificate or licence (or to be a member of a professional body) for the purpose of performing their duties under this agreement will receive reimbursement of the initial fee and/or renewal fee paid by the Employee.

### 45.2 Training Principles

The parties to this agreement recognise that in order to provide a quality service it is important for all employees to be involved in continuous skill development.

The employer will ensure that every employee is given sufficient initial training to enable him/her to perform his/her duties. The employer may grant employees study leave to enable them to attend courses and seminars, to complete qualifications or to undertake research or projects which are relevant to the work of the organisation and which facilitates the employee's career development.

If an employee attends a course at the employer's request the employer will pay the course fee and will provide paid study leave at the ordinary rate of pay (T1).

## 46.0 TRANSFER EXPENSES

When employees are transferred on requirement of the employer or in the course of promotion the actual and reasonable cost of such transfer shall be paid by the employer on the production of receipts by the employee in accordance with the existing employer's policy. (See clause 47.)

## 47.0 DULY AUTHORISED OFFICER (DAO) PROVISIONS

Refers to DAOs who regularly form part of the DAO roster. An employee performing the role of DAO shall be entitled to an allowance of \$3,946.80 per annum. Any DAO currently receiving more than this allowance will have their conditions grandparented – personal to the holder.

### 47.1 DAO Allowances

Total payment of \$20,240 will be made for DAO. This is to be distributed amongst DAO staff as follows:

- Roster with 2 staff; they will be paid \$10,120.00 each
- Roster with 3 staff; they will be paid \$6,746.67 each
- Roster with 4 staff; they will be paid \$5,060.00 each
- Roster with 5 staff; they will be paid \$4,048.00 each

To be eligible for the DAO allowance an employee must fulfil the requirements of working an equal share of the On Call roster.

## 48.0 CHILD CARE FACILITIES

The Employer recognises the importance of quality childcare facilities and supports the present childcare arrangements of their employees.

## 49.0 DISPLAY OF AGREEMENT

A copy of this agreement shall be exhibited and maintained in a conspicuous place and in such a position as to be easily read by the Employees. (See clause 47.)

## **50.0 ACCESS TO NPH POLICIES & PROCEDURES, ETC**

NPH policy and procedure manuals can be accessed at all workplaces.

## **51.0 COMMUNICABLE DISEASES**

Employees may be required to work with clients who have been or may become exposed to certain communicable diseases. Where the employer knows the client has such communicable disease then, the employer will advise the employee of the medical status and protective clothing and training will be provided.

## **52.0 PAY EQUITY**

Ngati Porou Hauora is committed to the principles of pay equity. Our collective agreement includes the following principles:

**51.1 Freedom from bias and discrimination:** employment and pay increases are free from the effects of conscious and unconscious bias, and assumptions based on gender.

**51.2 Transparency and accessibility:** employment and pay practices, pay rates and systems are transparent. Information is readily accessible and understandable.

**51.3 Relationship between paid and unpaid work:** employment and pay practices recognise and account for difference patterns of labour force participation by workers who are undertaking unpaid and/or caring work.

**51.4 Sustainability:** interventions and solutions are collectively developed and agreed, sustainable and enduring.

**51.5 Participation and engagement:** employees, their unions and agencies work collaboratively to achieve mutually agreed outcomes.

## **53.0 INFORMATION**

~~52.1~~  
full list of staff  
addresses.

Each month, the employer will provide to the parties to this agreement a  
names, job titles, workplace and work email

## SIGNATORIES

Signed for and on behalf of The Employer

Rose Kahaki  
Chief Executive Officer  
Ngāti Porou Hauora

Sign 

Date 23/AUG/21

Ruth Sproston  
Organiser  
E tū Union

*Ruth Sproston*

Sign .....

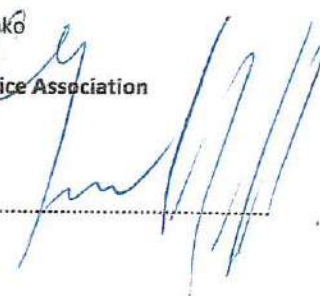
Date .....

Christina Couling  
Organiser  
New Zealand Nurses Organisation

Sign 

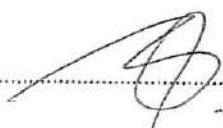
Date 1/11/2021

Margaret Takoko  
Organiser  
NZ Public Service Association

Sign 

Date 27-08-2021

Colleen Ryan  
Organiser  
FIRST Union

Sign 

Date 29.08.2021





NEW ZEALAND  
**NURSES**  
ORGANISATION

TŌPŪTANGA  
**TAPUHI**  
KAITIAKI O AOTIAROA

# **APPENDIX 1**

## **NURSES AND MIDWIVES OCCUPATIONAL SCHEDULE**

## 1.0

### DEFINITIONS

10.1 ll

Refer to definitions in section 8.3 of the Collective Employment Agreement.

## 2.0 HOURS OF WORK

- 2.1 For full time employees, the ordinary hours of work shall be 80 per fortnight, and shall not be less than 8 hours in any one duty.
- 2.2 All duties will commence between 0600 hours and 2315 hours.
- 2.3 The working period will always start and end at midnight on Sunday/Monday.
- 2.4 A shift will be deemed to belong to the day on which the majority of its hours are worked.
- 2.5 For all staff overtime is incurred when the rostered hours for that duty have been exceeded provided that for part-time staff overtime shall not be paid until after 8 hours have been worked in one day.
- 2.6 Except as provided within this sub-clause breaks between duties will not be less than nine consecutive hours unless agreed otherwise with the employer at the specific request of the employee. If the employer requires the resumption of work before a nine hour break has been taken, then the duty is to be regarded as continuous until a break of at least nine consecutive hours is taken and work since the resumption shall be paid at overtime rates until the nine hour break is taken.
- 2.7 All full time employees shall have at least two consecutive 24 hour periods off duty each week; notwithstanding this, 24 hour periods may fall separately once every four weeks at the employee's request or to facilitate rostering.
- 2.8 Employees working eight hour shifts shall not work more than seven consecutive duties.
- 2.9 Rosters, including length of duties, shall be set and available for staff to see at least two weeks prior to when they apply, provided that less notice may be given in exceptional circumstances.
- 2.10 Duty hours must be consecutive except for meal periods and rest breaks. For all employees the following provisions for meal periods and rest breaks apply:
  - a. Except when required for urgent or emergency work and except as provided in (b) below, no employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.
  - b. An employee unable to be relieved from work for a meal break shall be allowed to have a meal on duty and this period shall be regarded as working time.
  - c. Except as provided for in (b) above, an employee unable to take a meal break after five hours of work shall be paid overtime rates until the time a meal can be taken.

Rof  
ll



- 2.11 Where the employee directly affected and the employer agree the above provisions 2.1 to 2.9 may be varied provided that:
- a. Such agreement shall be put in writing and signed by the employer and the employee.
  - b. The maximum number of rostered T1 hours worked consecutively in any one duty is 10.
  - c. For whole time employees, the number of T1 hours to be worked per fortnight shall be 80 hours averaged over not more than eight weeks, with a maximum of not more than 90 hours being worked in any one fortnight.
  - d. Five days is the maximum number of 9 or 10 hour duties to be worked.
  - e. Whenever five consecutive 9 or 10 hour shifts are worked, a minimum of three consecutive 24 hour periods off duty must follow.
  - f. Notwithstanding (e) above, one of the 24 hour periods may fall separately once every four weeks at the employee's request or to facilitate rostering.
  - g. If duties of 9 or 10 hours are worked, the minimum rostered break between duties shall be twelve hours, notwithstanding this, a short change with a nine hour break may be requested or rostered once a week.
  - h. Rosters will not include duties of varying lengths in any one block except once in a roster cycle to obtain an exact average of 80 hours per fortnight.

### 3.0 HOURS: ORDINARY, OVERTIME, PENAL

- 3.1 Ordinary rates of pay apply to hours worked between 0600 hours and 2000 hours Monday to Friday inclusive, and between 0600 hours and 1400 hours on Saturday.
- The ordinary rate of pay (T1) shall be one two thousand and eighty part correct to three decimal places of a dollar, of the basic annual salary.
- 3.2 Overtime is the time worked in excess of the rostered hours for each duty, or the duties rostered for the fortnight, when such work has been properly authorised.
- Part-time workers shall not be paid overtime until 8 hours in any one day have been exceeded.
- 3.3 Penal Time is time worked within ordinary hours of work:
- a. Night Penals: Time worked from 0000-hours to 0600 hours and from 2000 hours to 2400 hours on Monday to Friday inclusive;
  - b. Weekend Penals: Time worked from midnight Friday/Saturday to 0600 hours Saturday and from 1400 hours Saturday to midnight Sunday/Monday;
  - c. Public Holiday Penals: Time worked between midnight and midnight on the day of a public holiday.

## 4.0 OVERTIME AND PENAL RATES

### 4.1 Overtime Rates

- a. Overtime worked between midnight Sunday/Monday to midnight Friday/Saturday, and from 0600 hours to 1400 hours Saturday, shall be paid at one and one half the ordinary rate of pay (T1-1/2).

Weekend Overtime Rate: Overtime worked between midnight Friday/Saturday and 0600 Saturday and from 1400 hours Saturday to midnight Sunday/Monday shall be paid at twice the ordinary rate of pay (T2).

- b. Public Holiday Overtime: Overtime worked on a public holiday shall be paid at twice the ordinary rate of pay (T2) but not in addition to the payment in sub-clauses 4.1 (a) and (b) above.

### 4.2 Penal Rates

Subject to 4.3 below, penal time shall be paid at the following rates:

- a. Night Penals: Time and one quarter (T1-1/4)
- b. Weekend Penals: In addition to the hourly rate employees engaged in the weekend shall be paid the following:

Registered Nurse	\$21.42
Enrolled Nurse	\$17.34
Healthcare Assistant	\$13.74

- c. Public Holiday Penals

Except as provided for in sub-clause 4.2 (d) time worked on a Public Holiday shall be paid at twice the ordinary rate of pay (T2) and in addition the employee is entitled to a day off in lieu to be taken at a time agreeable to the employer and the employee.

- d. In years that the 25th of December and the 1st of January fall on a Sunday, the rate of pay for time worked on the day shall be (T2) and the employee shall not receive an additional day in lieu.

### 4.3 Limits of Payment for Overtime and Penal Time

- a. Penal time shall not be paid when overtime is paid.
- b. Night rates shall not be paid when weekend/public holiday penal rates are paid.
- c. In lieu of payment for actual overtime and penal time an annual allowance may be paid.

*[Handwritten signatures]*

## 5.0 ON CALL AND CALL BACK

### 5.1 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 the following rate in addition to other remuneration Monday to Sunday:

**\$1.34**

except that employees who are required by the employer to be "on call" from 1630 hours Friday to 0800 hours Monday during their rostered days off shall be paid, in respect of that "on call" period and shall not qualify for the payment outlined in (a) above.

**\$121.91**

- b. Staff required to be on call on Public Holidays shall receive an allowance for each public holiday and shall not qualify for the payment outlined in clause 5.1 (a) above.

**\$45.85**

- c. Where the number of employees capable of being on call duty is less than four, the following allowances shall be paid instead of those set out in 5.1 (a) above:

One available employee	\$2498.11
Two available employees	\$1994.28
Three available employees	\$1497.54

The on call allowance payable to employees in accordance with this paragraph shall continue during periods of annual leave, and during periods of other leave not exceeding seven days at any one time.

- d. Provided that 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 pay fortnight.
- e. Where practicable, an employee who is instructed to be on call and report to duty within 30 minutes shall have access to an appropriate locator.
- f. Nurses rostered on call who are called back to duty shall arrive on the hospital site within 30 minutes of notification of call back except in the case of a critical emergency where the response shall be as swift as possible.

## 5.2 Call Back

- a. Where an employee who is instructed to be on call is called back to work, he/she shall be paid for a minimum of two hours or actual working and travelling time, whichever is the greater. Call back rates shall be paid irrespective of the number of ordinary hours worked in any one day.
- b. Call Back Rates shall be paid as follows:

Registered Nurses	\$41.86
Enrolled Nurses	\$34.85
Healthcare Assistants	\$26.94

- c. Call back shall be paid at the appropriate rate, when the employee:
  - i) is called back to work after completing the day's duty or shift and having left the place of employment; or
  - ii) is called back before the normal time of starting work; such time is not to be included as part of the employee's rostered shift for the day.
- d. A call back commencing and finishing within the minimum period of an earlier call shall not attract any additional payment.
- e. 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 work was continuous from the beginning of the previous call back to the end of the later call back.
- f. Employees called back to work shall be paid the prevailing Distance allowance as provided for in sub clause 7.1(b) of this appendix.
- g. (i) If a call back is worked between two full periods of duty, a break of nine continuous hours must be provided either before or after the call back. If such a break has been provided before the call back it does not have to be provided afterwards as well.  
(ii) Where a break of nine continuous hours cannot be provided, the provisions of sub clause 2.6 of this document apply.

## 6.0 REMUNERATION

6.1

Table

Designation	Step	From 1 January 2021
Charge Nurse /Team Leader	*4	\$72,411.57
	*3	\$71,033.08
	*2	\$70,113.62
	*1	\$69,189.87
District Nurse	*5	\$67,330.87
	*4	\$64,176.64
	*3	\$61,237.56
	*2	\$58,625.49
	*1	\$55,687.81
Midwife		\$84,376.58
Registered Nurse	*5	\$65,982.56
	*4	\$63,113.75
	*3	\$60,244.94
	*2	\$57,376.13
Enrolled Nurse/ Registered Obstetric Nurse	*3	\$58,014.33
	*2	
	*1	

1.1.

## **Health Care Assistants/Home Based Caregivers- Pay Equity**

### **1. Hourly wage rates for workers employed before 1 July 2017**

(1) The hourly wage for a care and support worker (Healthcare Assistants, Physiotherapy Assistants and Home Based Caregivers) who was employed by Ngāti Porou Hauora immediately before 1 July 2017 is shown in the table below:

<b>Worker's length of service with employer</b>	<b>1 July 2017 to 30 June 2018</b>	<b>1 July 2018 to 30 June 2019</b>	<b>1 July 2019 to 30 June 2021</b>	<b>1 July 2021 to 30 June 2022</b>
Less than 3 years	\$19.00	\$19.80	\$20.50	\$21.76
3 years or more but less than 8 years	\$20.00	\$21.00	\$21.50	\$23.28
8 years or more but less than 12 years	\$21.00	\$22.50	\$23.00	\$25.31
12 years or more, if subclause (2) applies	\$22.50	\$23.50	\$24.50	\$26.32
12 years or more, if subclause (2) does not apply	\$23.50	\$24.50	\$25.50	\$27.33

(2) This applies to a care and support worker if—

(a) the worker commenced employment with Ngāti Porou Hauora on or after 1 July 2005; and

(b) the worker has not attained a level 4 qualification; and

(c) Ngāti Porou Hauora has provided the support necessary for the worker to attain a level 4 qualification.

(3) In this clause, a care and support worker's **length of service** is the length of time that the worker has been continuously employed by Ngāti Porou Hauora.

### **2. Hourly wage rates for workers employed on or after 1 July 2017**

The hourly wage for a care and support worker (Healthcare Assistants, Physiotherapy Assistants and Home Based Caregivers) who commenced employment with Ngāti Porou Hauora on or after 1 July 2017 is the applicable amount in the following table:

<b>Worker's level of qualification</b>	<b>1 July 2017 to 30 June 2018</b>	<b>1 July 2018 to 30 June 2019</b>	<b>1 July 2019 to 30 June 2021</b>	<b>1 July 2021 to 30 June 2022</b>
No relevant qualification	\$19.00	\$19.80	\$20.50	\$21.76
Level 2 qualification	\$20.00	\$21.00	\$21.50	\$23.28

Level 3 qualification	\$21.00	\$22.50	\$23.00	\$25.31
Level 4 qualification	\$23.50	\$24.50	\$25.50	\$27.33

#### Weekend and night penal rates

(1) This section applies to a term or condition of an employment agreement that—

(a) was agreed before the commencement of the Care and Support Workers (Pay Equity) Settlement Act 2017; and

(b) requires an employer to pay a care and support worker an allowance, based on the worker's hourly wage, for working on a Saturday or a Sunday, or after 5 pm on any day.

(2) For work to which Section 9 of the Pay Equity legislation applies performed on or after the commencement of this Act, the term or condition must be read as requiring the employer to pay the allowance at the same dollar value, per hour, as would be required to be paid based on the worker's ordinary hourly wage immediately before the commencement of this Act.

#### 3. Support for training

12 Employers must ensure care and support workers are able to gain qualifications

(1) An employer must take all reasonably practicable steps to ensure that a care and support worker is able to attain—

(a) a level 2 qualification within the first 12 months of the worker's continuous employment with the employer; and

(b) a level 3 qualification within the first 36 months of the worker's continuous employment with the employer; and

(c) a level 4 qualification within the first 72 months of the worker's continuous employment with the employer.

(2) If a care and support worker is not able to attain a qualification within the time required by subsection (1), the employer must take all reasonably practicable steps to ensure that the worker is able to attain the qualification as soon as is reasonably practicable.

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**Operation of Salary Scales**

a. **Salary on appointment** - On appointment the employer may place employees onto any step of the relevant designation, taking into account the following factors:

- i) previous paid work or other relevant experience (see 6.2(b) below);
- ii) relevant qualifications;
- iii) degree of difficulty in recruiting for specific skills and/or experience required for the position.

b. **Recognition of previous service for salary purposes only**

- i) Where an employee has had previous nursing experience or other relevant work and life experience the employer may credit this service;
- ii) Nursing service of an equivalent or higher status than that of the appointment;
- iii) Nursing experience is defined as nursing:
  - (a) in an overseas hospital;
  - (b) occupational health services or Domiciliary nursing services;
  - (c) with any Government department, hospital board, area health board or the armed services;
  - (d) with international organisations, religious or voluntary organisations providing nursing services in New Zealand and overseas;
  - (e) as a practice nurse;
  - (f) service in private hospitals in New Zealand.
- iv) When a nurse has undertaken study for another nursing qualification and was paid a salary of a staff nurse (or higher) the period of training may be recognised.

c. **Automatic annual increments** - Progression to each step on the salary scale which is marked with an "\*" shall be by automatic annual increment.

**Note:** employees on full-time study leave, with or without pay, shall continue to receive annual increments to which they would be otherwise entitled.

d. **Movement onto/between steps not available by automatic annual increment** - the employer shall determine, from time to time and no less than once per year the actual salary to be paid to each employee taking into account the following factors:

- i) the employee's skills, relevant qualifications, and on-the-job experience;
- ii) the employee's achievement in the job as measured against the goals of the position as described in the job description or as otherwise specified in writing;
- iii) the employee's contribution to the achievement of the stated aims of the work unit; and
- iv) the degree of difficulty in recruiting and/or retaining the specific skills and/or experience required for the position.

**e. Annual performance appraisal for salary purposes**

- i) The employer shall in so determining a salary to be paid to an employee in accordance with (d) above, conduct a salary-related performance appraisal at least once per year.
- ii) In the event of the employee being on leave when a salary-related performance appraisal falls due, such appraisal will be carried out within three months of the employee's return from leave. In such event, or if a salary-related performance appraisal is delayed for any other reason, any salary increase arising from that salary-related performance appraisal will be appropriately backdated to the date of the performance appraisal.

**f. Part time employees shall be treated the same as full time employees for the purpose of this clause.**

**g. Review of Salary-related Performance Appraisal**

- i) Any nurse who is subject to a salary-related performance appraisal has the right to request a review of any such performance appraisal. The review may relate to any matter relating to such an appraisal.
- ii) Requests for review shall be forwarded in writing to the employer within 14 days of the date on which they were notified of the results of their salary-related performance appraisal.
- iii) The employer shall refer each request to a review committee for a reconsideration of their salary-related performance appraisal.
- iv) Members of the review committee shall be drawn from members of the senior nursing advisory staff and management. The employer may also invite any other person they consider necessary to ensure that the review is fair and that appropriate advice and expertise is available.
- v) The composition of each committee will vary depending on the nature of the complaint, although the following principles will be observed:
  - (a) the members must be clearly divorced from the original appraiser;
  - (b) the committee must have an appropriate balance of nursing and management expertise;
  - (c) the committee must have a balance of sexes if possible and include a member of a particular cultural background where appropriate.
- vi) The form the review takes will be decided upon by the review committee depending on the details of the complaint. In reaching its decision however, the review committee shall consider the written submissions of the complainant and the appraisers. The complainant shall have the right to appear in person before the committee, and in such case the complainant may have a person of their choice to support them in presenting their case. The review committee may also interview the appraiser(s).

vii) The review committee may recommend to the employer:

- (a) confirmation of the original appraisal;
- (b) cancellation of the original appraisal and referral back for reappraisal;
- (c) any other means of addressing the concerns of the complainant either in whole or part.

**Note:** Any salary increase arising from a review will be appropriately backdated to the date of the performance appraisal.

viii) The complainant shall be advised in writing of the employer's decision, and the reasons for it, which is final.

### **Registered Nurse/Practice Nurse/Midwife Merit**

Where a Registered Nurse/Practice Nurse/Midwife performs tasks substantially outside the basic job description or performs at a consistently high level, the employee shall be entitled to an additional payment above their ordinary hourly rate.

The merit levels will be remunerated at the following rates:

Merit Level 1	\$1.042 p.h.
Merit Level 2	\$1.143 p.h.

Each merit level can be awarded individually, with it not being necessary to attain merit level 1 prior to attaining merit level 2. The merit levels shall be summated for those Registered Nurses/Practice Nurses/Midwives that meet responsibilities in both of the merit levels. Awarding of merit shall include, but is not restricted to, the following responsibilities.

#### **Merit Level 1**

Achieves those elements of the NZNO Professional Development Recognition Programme to proficiency level or equivalent that are relevant to their professional/educational development and to the employer; achievement is recognised by achievement of the NZPO Practice Nurse Accreditation or; completion of the appropriate handbook and appraisal of such by a qualified assessor of their choice. The handbooks will be appraised within three months and payment will be backdated to the day of submission of the workbook.

- Consistently high standard of handling of high volumes of screening data and recall
- Additional responsibilities e.g. IT, practice/workplace administration, shift team leader
- Relevant second language skills
- Exemplary performance of routine Registered Nurse/Practice Nurse/Midwife duties
- Staff supervision and/or mentoring of staff

**Note:**

- An employee who fulfils 3 or more of the responsibilities listed will be eligible for Merit Level 1.
- An employee who attains NZNO Practice Nurse Accreditation and one other of the responsibilities listed will be eligible for Merit Level 1.

**Merit Level 2**

Achieves those elements of the NZNO Professional Development Recognition Programme to expert level or equivalent that are relevant to their professional/educational development and to the employer; achievement is recognised by achievement of the NZPO Practice Nurse Accreditation Expert endorsement or; by completion of the appropriate handbook and appraisal of such by a qualified assessor of their choice. The handbooks will be appraised within three months and payment will be backdated to the day of submission of the workbook; or.

- Consistently high involvement in clinical management of acute/chronic illness e.g. asthma, diabetes, hypertension, anticoagulation, Care Plus. This may include the running of acute/chronic illness or well person orientated clinics e.g. in industry or school settings, regular and significant contribution to education of other staff or patient groups. This may occur in either a clinic or community setting.
- Significant additional workplace income generation either through charging for services, or significantly contributing to the securing of additional contracts such as additional ACC or PHO service contracts.

**Note:**

An employee who fulfils 1 or more of the responsibilities listed will be eligible for Merit Level 2.

## **Enrolled Nurse/Nurse Assistant Merit**

Where an Enrolled Nurse/Nurse Assistant performs tasks substantially outside the basic job description or performs at a consistently high level, the employee shall be eligible for an additional payment above their ordinary hourly rate.

The merit levels will be remunerated at the following rates:

Merit Level 1	\$1.042 p.h.
Merit Level 2	\$1.143 p.h

Each merit level can be awarded individually, with it not being necessary to attain merit level 1 prior to attaining merit level 2. The merit levels shall be summated for those EN/NA that meet criteria in both of the merit levels.

Awarding of merit may include, but is not restricted to, the following responsibilities.

**Merit Level 1**

- Undertakes professional/educational development each year that is relevant to the employer
- Exemplary performance of routine enrolled nurse/nurse assistant duties
- Additional responsibilities e.g. IT, practice/workplace administration
- Relevant second language skills

**Note:**

An employee who fulfils 3 or more of the responsibilities listed will be eligible for Merit Level 1.

## **Merit Level 2**

- Significant additional workplace income generation through charging for services, or significantly contributing to the securing of additional contracts
- Designated by the employer as a mentor

### **Note:**

An employee who fulfils 1 or more of the responsibilities listed will be eligible for Merit Level 2.

## **7.0 UNIFORMS AND PROTECTIVE CLOTHING**

- 7.1 Where the employer requires an employee to wear a particular uniform, this shall be supplied free of charge but shall remain the property of the employer. Suitable protective clothing shall also be provided at the employer's expense where duty involves a risk of excessive soiling or damage to uniforms or personal clothing.
- 7.2 The term uniform shall include appropriate clothing for the job as specified by the employer from time to time.
- 7.3 All items of uniform clothing supplied by the employer shall be laundered or dry-cleaned at the employer's expense, as and when required. Each case is to be determined on its merits by the employer.
- 7.4 An employee may, at the employer's discretion, be compensated for damage to personal clothing worn on duty, or reimbursed dry cleaning charges for excessive soiling to personal clothing worn on duty, provided that the damage or soiling did not occur as a result of the employee's failure to wear the protective clothing provided. Each case shall be determined on its merits by the employer.
- 7.5 Upon termination employees shall return to the employer all uniforms and protective clothing or equipment which are the property of the employer. The employer reserves the right to deduct from the employee's final pay an amount to cover the fair and reasonable value of any un-returned property of the employer.

## **8.0 STANDARD ALLOWANCES**

### **8.1 Travel Allowance**

#### **a. Travel**

Where an employee is required to travel on employer business the actual and reasonable costs of that travel and associated accommodation and meals shall be paid by the employer on the production of receipts.

- 1) An incidental allowance per day or part day may also be claimed by the employee for petty disbursements of:

**\$8.97**

ii) Where an employee stays privately actual and reasonable expenses may be claimed.

iii) When a selected nurse agrees (and such agreement shall not be unreasonably withheld) to accompany a patient and/or patients transferring to or from Ngāti Porou Hauora to another location the conditions of the Ngāti Porou Hauora Transfer Policy shall apply.

**b. Use of Private Vehicle**

Where an employee is required to use their private vehicle on employer business, a Vehicle allowance shall be paid at the prevailing IRD vehicle reimbursement rates.

c. Where an employee is temporarily required to work at an institution other than where the employee is normally employed, time occupied in travelling shall be regarded as time worked and paid at ordinary rate of pay (T1) but will not count towards the computation of daily or weekly overtime payments. The employer shall either provide transport or reimburse actual and reasonable costs of transport from the institution to the employee's place of residence.

## **9.0 SPECIAL ALLOWANCES**

### **9.1 Civilian Clothing Allowance**

An allowance of per day (pro rata for part-time staff) shall be paid for each working day on which, because of therapeutic requirements or in the interests of patient care and rehabilitation, an employee is required by the employer to wear civilian clothing instead of the usual uniform. This allowance shall not be payable to tutorial staff, staff wholly or mainly employed in an administrative role, or staff who with the employer's permission elect to wear civilian clothing on duty.

  
\$3.89

### **9.2 Shift Employee's Meal Allowance**

A shift employee who works a shift of eight hours or more and who is required to work more than one hour beyond the end of the shift (excluding any break for a meal) shall be paid a meal allowance of:

  
\$7.68

**Note:**

or, at the option of the employer be provided with a meal.

**Higher Duties Allowance**

For all employees the following Higher Duties Allowance shall apply:

- a. Subject to the conditions prescribed in sub-clause (c) below, a higher duties allowance shall be paid to an employee who, in the employer's opinion, is substantially performing the duties and carrying the responsibilities of a position or grade higher than the employee's own.
- b. The higher duties allowance payable shall be the difference between the current salary of the employee acting in the higher position and the minimum salary the employee would receive if appointed to that position provided that any increase shall not exceed a maximum of three salary steps.

- c. **Conditions**

- i) To qualify for payment of a higher duties allowance an employee must perform the duties of the higher position for at least 21 working days in 12 months. This may be one continuous period or any combination of periods of five continuous working days or more totalling 21 working days exclusive of annual or any other leave taken by the employee discharging the duties of the higher position. In either case, days worked as overtime days may count as long as the higher duties are being performed.
- ii) Leave (including whole holidays and annual leave during the Christmas/New Year break) taken during the qualifying period does not itself count in the qualifying period and higher duties allowance is not to be paid for any such period of absence. On the other hand, such absence is not deemed to interrupt the aggregation of qualifying service for higher duties allowance if the employee goes back to the same, or other higher duties on return from leave.
- iii) The period for which higher duties allowance is approved is not to exceed 13 months. Where this period is likely to be or is in fact exceeded, the case is to be referred to the employer for a decision.
- iv) The period for which higher duties allowance will be paid commences on the first working day on which the higher duties are performed. It ends on the day (which may be a Saturday, Sunday or public holiday) before the previous incumbent or the new appointee takes up the duties of the higher position.
- v) An employee performing the duties of another employee absent on annual leave qualifies for higher duties allowance only where the annual leave forms a part, or the whole, of a single spell of absence of 21 continuous working days or more.
- vi) No more than two positions may be eligible for a higher duties allowance at one time as a consequence of one employee's absence unless the written approval of the employer is obtained.

- d. **Leave taken while higher duties allowance is being paid:**

- i) Except during the qualifying period, the allowance is payable during a period of annual leave or sick or special leave on pay, provided the employee goes back to the same or other higher duties on return from leave. In no case, however, is the allowance to be paid for a period in excess of one month's continuous absence on leave. If the employee does not return to higher duties on return from leave, the allowance is not to be paid during leave, except as provided in (d)(ii) below.
- ii) When an employee has been in receipt of a higher duties allowance for at least 12



months immediately preceding the date of going on annual leave or sick or special leave on pay, payment of the allowance may be continued even though the employee does not take up higher duties again on return from leave. This allowance is not to be continued for a period longer than one month's absence.

iii) When an employee in receipt of a higher duties allowance takes leave on reduced pay, the provision as outlined in (d)(i) above shall apply at the appropriate reduced rate.

iv) The allowance is not to be paid during any period of leave without pay.

#### 9.4 Nursing allowance

An allowance of \$5211.80 gross per annum will be paid to Registered Nurses in the Mixed Ward. This allowance will be paid as a fortnightly allowance.

#### 9.5 Midwifery allowance

An allowance per annum, (or proportionate part thereof for midwives employed part-time) shall be payable to a midwife registered both as a comprehensive or general or obstetric nurse or midwife employed in an obstetric unit, a maternity hospital or unit, or an after care unit, as defined in the Obstetric Regulations 1986 of:



\$493.12

#### 9.6 Sleepover Allowance

An allowance per shift will be paid to any staff member rostered on a sleepover. The hours for a sleepover are from 11pm – 7am. An employee who is required to sleep over will be paid at the minimum wage rate for each hour worked between 11 p.m. and 7 a.m. during the sleepover

### 10.0 PROCEDURES FOR TAKING LONG SERVICE LEAVE

- a. Long Service Leave must be taken in one period, except that an employee recalled from leave because of an emergency is entitled to resume leave after the emergency.
- b. Except as provided below, long service leave must be taken within five years of qualification and before relinquishment of office or it will be forfeited.
- c. Employees who are aged at least 60 when they qualify may, at the discretion of their employer, be paid four weeks' salary in lieu of leave at the time of resignation or retirement;
- e. The employer may pay four weeks' leave to an employee who retires medically unfit after qualifying for long service leave, but before taking or forfeiting it under these rules;
- f. Payment for long service leave is to be calculated on the same basis as annual leave.
- g. Allowances and other payments which continue during annual leave shall be payable during long service leave.
- h. Where a public holiday or substituted succeeding day falls during a period of long service leave, the employee is entitled to the holiday which is not to be debited against such leave.

- i. Reduced hours or part-time employees are to receive a pro rata reduction of pay during long service leave

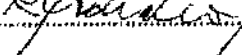
**10.1 Deceased Employees**

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

**SIGNATORIES**

Signed for and on behalf of The Employer

Rose Kahaki  
Chief Executive Officer  
Ngati Porou Hauora

Sign 

Date 23/AUG/21

Christina Couling  
Organiser  
New Zealand Nurses' Organisation

Sign 

Date 1/11/21

# **APPENDIX 2**

## **E tū WORKERS OCCUPATIONAL SCHEDULE**





## 1.0 DEFINITIONS

Refer to definitions in section 9.4 of the Collective Employment Agreement.

## 2.0 HOURS OF WORK

- 2.1 2.1.1 The ordinary hours of work shall not exceed 40 in any one week without payment of overtime and shall be made up of five shifts not exceeding eight hours each without payment of overtime. Shifts may be worked as required by the Employer:
- 2.1.2 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. Workers employed on night shifts shall work a straight shift of eight hours from starting to finishing time, inclusive of one half-hour interval for a meal.
- 2.1.3 Provided also that where a Home Based Caregiver is required in the course of their daily duties to travel from one work location to another, approved travelling time between such jobs shall be treated as time worked.
- 2.1.4 Except when required for urgent or emergency work no worker shall be compelled to work more than five hours without an interval for a meal.
- 2.1.5 Where a split shift is introduced at Te Puia Hospital, Food Services an allowance will be payable per shift.

\$3.84

- 2.2 The number of ordinary hours worked by any full-time or part time Employee shall not be varied without agreement.
- 2.3 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 employee required to return prior to the expiry of 9 hours shall be paid at overtime rates until they are released and are able to have a 9 hour uninterrupted break "except when changing shifts in which case the interval shall be eight hours which shall not be more than once in each week".
- 2.4 A timetable setting out the correct working hours of each worker shall be affixed and maintained two weeks 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.
- 2.5 An Employee unable to be relieved from work for a meal break shall be allowed to have a meal on duty and this period shall be regarded as working time, provided that this Clause shall only apply to Domiciliary Home Aides.

### 3.0 OVERTIME

- 3.1 Overtime shall be paid at the rate of time and a half for the first three hours and double time thereafter:
- 3.1.1 Provided that all overtime worked between midday Saturday and midnight Sunday shall be paid at double time. All overtime shall be calculated 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.
- 3.2 Where an employee is required to work overtime for more than one hour after completing the usual shift or usual day's work and such overtime extends over the worker's usual meal time, the Employer shall either provide a meal or pay the worker meal allowance as below.

\$14.93

- 3.3 **Weekly Holidays** - Two days holiday within each week shall be allowed to each employee covered by this appendix, and any worker who is required to work on one or both of his/her weekly holidays shall be paid overtime rates in accordance with this Clause.
- A worker called back to work on any of his/her weekly holidays 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.
- 3.4 **Change of Holidays** - Before any change is made to the weekly holiday 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 weekly holidays, otherwise the holidays shall be deemed not to have been given.

### 4.0 PENAL PAYMENTS FOR WEEKEND AND NIGHT WORK

- 4.1 An employee who is required to perform ordinary hours of work on a Saturday or Sunday shall, in addition to the weekly wage, receive the following penal payments:
- 4.1.1 For work between midnight Friday and midday Saturday - half ordinary time rate extra (T1/2) for the first three hours and ordinary time rate extra (T1) thereafter.
- 4.1.2 For work between midday Saturday and midnight Sunday ordinary time rate extra (T1).
- 4.2 An employee who is required to perform ordinary hours of work between the hours of 8.00 pm and 6.00 am on any day shall, in addition to the weekly wage, receive a penal night rate payment at the rate of quarter ordinary time extra (Tx1/4).
- 4.3 The night rate payment prescribed in sub-clause 4.2 above 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 8.00 pm and 6.00 am, and it shall be payable in addition to the weekend penal payments prescribed in sub-clause 4.1 above.
- 4.4 The penal payments prescribed in this Clause are not payable for work which attracts payment of overtime.

## 5.0 WAGES

### 5.1 Te Puia Hospital

5.1.1 A Supervising Cook/Team Leader shall be appointed at Te Puia Hospital in place of a first cook.

		1 January 2021
Supervising Cook/ Team Leader	Per week	\$974.98
	Per hour	24.37
2nd Cook	Per week	884.00
	Per hour	22.10
3rd Cook	Per week	884.00
	Per hour	22.10
Kitchen Hand	Per week	884.00
	Per hour	22.10

### 5.2 Domestic Services

		1 January 2021
Domestic Supervisor	Per week	974.98
	Per hour	24.37
Domestic Workers	Per week	884.00
	Per hour	22.10

#### Domestic Supervisor-

Numbers Supervised		1Jan -30 June 2019 3% increase	1 April 2019 to 30 June 2019	1 April 2020
5 -9 workers	Per week	693.40	860.00	911.20
	Per hour	17.35	21.50	22.78
10- 19 workers	Per week	693.40	860.00	911.20
	Per hour	17.35	21.50	22.78
20 -29 workers	Per week	693.40	860.00	911.20
	Per hour	17.35	21.50	22.78
Over 29 workers	Per week	703.07		
	Per hour	17.58		



## Domestic Workers

Domestic service Employees required to work in an operating theatre or autopsy room shall be paid the below extra per day while so employed.

		1 April 2019 to 30 June 2019
Domestic Workers	Per week	884.00
	Per hour	22.10

## Health Care Assistants/Home Based Caregivers- Pay Equity

### 1. Hourly wage rates for workers employed before 1 July 2017

(1) The hourly wage for a care and support worker (**Healthcare Assistants, Physiotherapy Assistants and Home Based Caregivers**) who was employed by Ngāti Porou Hauora immediately before 1 July 2017 is shown in the table below:

Worker's length of service with employer	1 July 2017 to 30 June 2018	1 July 2018 to 30 June 2019	1 July 2019 to 30 June 2021	1 July 2021 to 30 June 2022
Less than 3 years	\$19.00	\$19.80	\$20.50	\$21.76
3 years or more but less than 8 years	\$20.00	\$21.00	\$21.50	\$23.28
8 years or more but less than 12 years	\$21.00	\$22.50	\$23.00	\$25.31
12 years or more, if subclause (2) applies	\$22.50	\$23.50	\$24.50	\$26.32
12 years or more, if subclause (2) does not apply	\$23.50	\$24.50	\$25.50	\$27.33

(2) This applies to a care and support worker if—

- (a) the worker commenced employment with Ngāti Porou Hauora on or after 1 July 2005; and
- (b) the worker has not attained a level 4 qualification; and
- (c) Ngāti Porou Hauora has provided the support necessary for the worker to attain a level 4 qualification.

(3) In this clause, a care and support worker's **length of service** is the length of time that the worker has been continuously employed by Ngāti Porou Hauora.

### 2. Hourly wage rates for workers employed on or after 1 July 2017

The hourly wage for a care and support worker (**Healthcare Assistants, Physiotherapy Assistants and Home Based Caregivers**) who commenced employment with Ngāti Porou Hauora on or after 1 July 2017 is the applicable amount in the following table:

Worker's level of qualification	1 July 2017 to 30 June 2018	1 July 2018 to 30 June 2019	1 July 2019 to 30 June 2021	1 July 2021 to 30 June 2022
No relevant qualification	\$19.00	\$19.80	\$20.50	\$21.76
Level 2 qualification	\$20.00	\$21.00	\$21.50	\$23.28
Level 3 qualification	\$21.00	\$22.50	\$23.00	\$25.31
Level 4 qualification	\$23.50	\$24.50	\$25.50	\$27.33

#### Weekend and night penal rates

(1) This section applies to a term or condition of an employment agreement that—

(a) was agreed before the commencement of the Care and Support Workers (Pay Equity) Settlement Act 2017; and

(b) requires an employer to pay a care and support worker an allowance, based on the worker's hourly wage, for working on a Saturday or a Sunday, or after 5 pm on any day.

(2) For work to which Section 9 of the Pay Equity legislation applies performed on or after the commencement of this Act, the term or condition must be read as requiring the employer to pay the allowance at the same dollar value, per hour, as would be required to be paid based on the worker's ordinary hourly wage immediately before the commencement of this Act.

#### 3. Support for training

#### 12 Employers must ensure care and support workers are able to gain qualifications

(1) An employer must take all reasonably practicable steps to ensure that a care and support worker is able to attain—

(a) a level 2 qualification within the first 12 months of the worker's continuous employment with the employer; and

(b) a level 3 qualification within the first 36 months of the worker's continuous employment with the employer; and

(c) a level 4 qualification within the first 72 months of the worker's continuous employment with the employer.

(2) If a care and support worker is not able to attain a qualification within the time required by subsection (1), the employer must take all reasonably practicable steps to ensure that the worker is able to attain the qualification as soon as is reasonably practicable.

## 6.0 ALLOWANCES

- 6.1 For Domestic Workers (e.g. cleaners, kitchen staff) a service allowance shall be payable to all domestic workers covered by this appendix at the rate of:

Service Allowance paid weekly after:	
1 year continuous service	\$6.08
2 years continuous service	\$7.43
3 years continuous service	\$9.17
4 years continuous service	\$11.16
5 years continuous service	\$13.00

Subject to the following conditions:

- i) the allowances are not cumulative;
- ii) the allowance shall not be included for the calculation of overtime or penal rates;
- iii) the allowance shall not be paid during periods of leave without pay;
- iv) the allowance shall be pro-rata for part time employees.

- 6.2 Any domestic employee who is required to work in an isolation or Infectious ward; or is required to dispose of sputum, or clean sputum containers; handle Infectious linen, bedding or bedding material, including pillows; decontaminating soiled linen; empty at the incinerator or burn refuse from a hospital, other than by automatic means shall be paid per day for each day on which he/she is employed on such duties:

\$2.84

- 6.3 An employee required to do unusually dirty work in out of the ordinary circumstances such as the removal of vomit or excrement deposited outside a toilet bowl, shall be paid, per day for each day or part thereof the employee carries out such work.

This sub-clause shall not apply if the worker is being paid the infectious allowance under Clause 6.2 above, provided further, this sub-clause shall not apply to any employee engaged pursuant to this Agreement after 5 January 1993.

\$2.84

- 6.4 Employees when required to scrub or wash out with caustic soda or similar corrosive cleaning agent, shall be supplied by the employer with gumboots, or shall be paid in lieu thereof a boot allowance per week of:

  
\$0.526

- 6.5 i) Employees shall, subject to the provisions of paragraphs (ii) and (iii) below, be paid a footwear allowance, per week for full time staff of:

  
\$3.14

For part time and casual employees, employees shall be required to provide themselves with suitable footwear which shall be worn at all times while on duty.

  
\$0.61

This Clause shall not apply to Domiciliary Home Aides.

- ii) Unless otherwise agreed to by the employer, suitable footwear shall comprise soft soled, non-skid, full-enclosed shoes or boots with flat or low heels.
- iii) The footwear allowance shall not be payable where the employer provides suitable footwear or where the employee fails to wear suitable footwear as prescribed above.

6.6 Sleepover allowance

The hours for a sleepover are from 11pm – 7am. An employee who is required to sleep over will be paid at the minimum wage rate for each hour worked between 11 p.m. and 7 a.m. during the sleepover.

## 7.0 ON-CALL PROVISIONS

- 7.1 Employees required to remain on-call shall be paid per week in addition to their weekly wage. Such employees shall not remain on-call on either of their weekly holidays.

\$19.34

Employees required to remain on-call on any single working day shall be paid an additional per day allowance.

\$42.18

Employees called back under this paragraph shall be paid for the time worked at overtime rates with a minimum payment of three hours for each occasion they are called back.

- 7.2 A call-back commencing and finishing within the minimum period covered by an earlier call-back shall not attract any additional payment; and
- 7.3 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.
- 7.4 Employees called back under sub-clause 7.1 of this Clause shall be conveyed to and from their home at the employer's expense or shall be paid the allowance specified in Clause 8.0.
- 7.5 An employee who is instructed to be on call to respond to traces or call-outs during his/her scheduled meal break shall be paid an allowance for that scheduled meal break of:

\$2.84





## 8.0 TRANSPORT

8.1 Any employee who commences work before 7.30 a.m. or ceases work after 6.00 p.m. Monday to Friday and on any hours on Saturday, Sunday or Public Holidays and who live more than one kilometre from their place of work shall, at the Employer's discretion, be either:

- a. Supplied with transport by the employer
- b. Paid an allowance per day of:

  
\$4.68

This sub-clause shall not apply to domiciliary home aides, or home aides.

**Note:** Employees engaged prior to 26 October 1990 where eligible shall be supplied with transport.

8.2 Where an employee is instructed to use his/her own transport in the course of his/her daily duties to travel from one work site to another the employee shall be paid a motor vehicle allowance at the appropriate rate applicable from time to time as stipulated by the Inland Revenue Department.

## 9.0 AMENITIES AND FACILITIES

9.1 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 worker shall pay for any replacement keys.

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

9.2 Amenities and facilities will be provided in accordance with the Health and Safety in Employment Act 1992 and amendments and other relevant legislative requirements.

## 10.0 UNIFORMS AND APRONS

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 and aprons shall be laundered at the employer's expense and shall remain the property of the employer.

In addition, protective clothing and equipment shall be supplied to the employees and shall be replaced on a fair wear and tear basis upon production of the unserviceable item.

## SIGNATORIES

Signed for and on behalf of The Employer

Rose Kahaki  
Chief Executive Officer  
Ngati Porou Hauora

Sign  Date 23/AUG/21

Ruth Sproston  
Organiser  
Etū Union

Sign Ruth Sproston Date \_\_\_\_\_







# **APPENDIX 3**

## **CLERICAL/PROFESSIONAL, I.T. , TECHNICAL AND RELATED EMPLOYEES OCCUPATIONAL SCHEDULE**

## 1.0 HOURS OF WORK

- 1.1
  - 1.1.1 For all employees except those listed in 1.1.2 and 1.1.4 below, the ordinary hours of work shall be 40 hours per week, Monday to Friday. These hours may be worked as eight hour duties or ten hour duties between 7:00am and 8:00pm
  - 1.1.2 For hydrotherapy attendants and recreation officers, the ordinary hours of work shall be 40 hours per week, Monday to Sunday. These hours may be worked as 5 eight hour or 4 ten hour duties between 6:30am and 9:00pm.
  - 1.1.3 For clerical staff, other than shift workers, the ordinary hours of work shall be 40 hours per week between 7:00 am and 8:00pm, Monday to Friday both days inclusive but not more than eight hours each day with an interval of not more than one hour and not less than one half hour for a meal break and with two consecutive days off in each seven day period.
- 1.2 The change in hours of work shall not operate to reduce the employee's take-home pay.
- 1.3 Duties or shifts shall be worked as required by the employer who will consider the wishes of the employee.
- 1.4 The working week will start and end at midnight Sunday/Monday.
- 1.5 A shift will be deemed to belong to the day on which the majority of its hours are worked.
- 1.6 All employees except shift workers are entitled to two consecutive 24 hour periods as days off duty each week.
- 1.7 Duty hours shall be consecutive, except for meal periods and rest breaks.
- 1.8 For all staff, overtime is incurred when the rostered hours for that duty or the duties for that week have been exceeded, provided that for part-time workers overtime will not be paid until 8 hours have been worked in any one day.
- 1.9 No roster will contain breaks between duties of less than eight consecutive hours except as provided for in clause 1.13. If a break of at least eight continuous hours cannot be provided between periods of qualifying duty, the duty is to be regarded as continuous until a break of at least eight continuous hours is taken and it shall be paid at overtime rates.
- 1.10 Rosters, including length of duties, must be set and available for staff to see at least two weeks prior to when they apply, provided that less notice may be given in exceptional circumstances.
- 1.11 For all employees the following provisions for meal periods and rest breaks apply:
  - 1.11.1 Except when required for urgent or emergency work and except as provided in 1.11.2 below, no employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.
  - 1.11.2 An employee unable to be relieved from work for a meal break shall be allowed to have a meal on duty and this period shall be regarded as working time.

## 1.12

### Shift Workers

- 1.12.1 Where operational needs require, employees may be employed during any period of each twenty-four hours, with each shift not exceeding eight hours.
- 1.12.2 For the purpose of this clause shift work shall mean all regular and continuing periods of rostered duties. An employee shall be deemed to be a shift worker if employed on five consecutive shifts, but the intervention of rostered days off shall not be deemed to break the consecutiveness of such shifts.
- 1.12.3 Shift workers shall be allowed half an hour meal break in each shift without deduction from pay, provided that if a meal interval is not allowed, sufficient time will be allowed for a meal break to be taken without a complete cessation of duties, and such time shall be regarded as time worked for payment purposes.
- 1.12.4 When a shift worker is required to work on a Saturday or Sunday as part of his/her duty ordinary working hours, he/she shall be paid in addition to his/her ordinary wages the following extra payments:
  - 1.12.4.1 In respect of time worked on a Saturday or Sunday at one half of his/her ordinary rate.
- 1.12.5 All time worked with the approval of the employer, in excess of the ordinary hours specified in sub-clause 1.1.1 hereof, shall be deemed to be overtime and paid at overtime rates.
- 1.12.6 Except in exceptional circumstances a roster of shifts shall be posted not less than two weeks in advance. Except in cases of emergency or by mutual agreement between the employee and employer, a shift worker shall not have his/her rostered shift hours varied more than once in any week.

## 1.13

### Flexible Working Hours

Under the provision of this clause the ordinary hours and days of work may be varied by mutual agreement between the employer and the employee/s. This clause allows (but is not restricted to):

- i) ordinary hours of work to be on any five days of the week (Monday to Sunday) with consecutive days off;
- ii) variation in starting and finishing times;
- iii) longer working days but not more than 10 hours with consecutive days off;
- iv) four day weeks and/or eight day fortnights.

Approval to work flexible hours needs to be considered in relation to operational requirements, but shall not be unreasonably withheld. Flexible working hours currently in operation may be continued.

## 2.0 HOURS: ORDINARY, OVERTIME, PENAL

- 2.1 For employees working 40 hours per week the ordinary hourly rate of pay shall be one two thousand and eightieth part correct to three decimal places of a dollar, of the basic annual wage.
- 2.2 Overtime is time worked in excess of the rostered hours for each duty, or for shift workers the duties rostered for the fortnight, when such work has been properly authorised. Part time workers shall not be paid overtime until 8 hours in any one day have been exceeded.
- 2.3 Penal time is time worked within ordinary hours of work on a Saturday, a Sunday or a public holiday.



### 3.0 OVERTIME AND PENAL RATES

#### 3.1 Overtime Rates

Where required, overtime worked on any day, other than a public holiday shall be paid at one and one half the ordinary hourly rate of pay (T1-1/2).

#### 3.2 Penal Rates

Subject to 10 above, where required penal time shall be paid at the following rates:

- i) Night Rate - 8.00 pm to 6.00 am the following day Monday to Friday inclusive at time and one quarter (T1-1/4).
- ii) Weekend Rate - midnight Friday to midnight Sunday at time and one half (T1-1/2).
- iii) Public holidays shall be paid as per clause 11.1.d.

#### 3.3 Limits of Payment for Overtime and Penal Time

- i) Overtime and penal time shall not be paid in respect of the same hours worked.
- ii) Limit to eligibility - Except as may be approved by the employer, an employee in receipt of a total taxable earnings of \$41,562 or more is not entitled to any (or any further) overtime payment.
- iii) Time in Lieu At the choice of the employee, time in lieu, for authorised overtime, may be taken at times mutually agreed between the employee and the employer. In which case the hours off shall be granted as time for time.

### 4.0 ON CALL / CALL BACK

#### 4.1 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 the following rate in addition to other remuneration:  
Monday to Sunday per hour for each hour "on call"

  
\$1.315

Except that employees who are required by the employer to be "on call" from 0800 hours Saturday to 0800 hours Monday during their rostered days off shall be paid per hour in respect of that "on call" period and shall not qualify for the \$1.30 per hour outlined above;

  
\$2.20

Except that notwithstanding the above where an employee is on call on a Public Holiday then all hours between 0000 and 2400 hours on the Public Holiday (as defined in Clause 10 above) that the employee is required to be on call shall be paid per hour at:

\$2.65

- b. Provided that 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 pay fortnight.
- c. An employee who is instructed to be on call and report to duty within 20 minutes, shall have access to an appropriate locator.

#### **Standby Allowance**

A full time Public Health Nurse (Rural) in addition to his/her annual salary shall be paid a standby allowance per annum of:

\$1,552.41

#### **4.2 Call Back**

- a. Where an employee is called back to work after having completed their duty and having left the premises they shall be paid at the rate of time and a half for a minimum of two hours, or actual working and travelling time, whichever is the greater except on public holidays when the provisions of 10.1(d)(i) above shall apply.

## **5.0 REMUNERATION**

### **5.1 Appointment and Progression Criteria**

#### **Appointment**

Subject to specified annual incremental steps employees may upon appointment be placed at any point within the appropriate upper and lower salary limits in the range applicable to the position. Factors to be taken into consideration by the employer in deciding the actual rate payable are:

1. previous work or other relevant experience;
2. relevant educational or other qualifications;
3. the ease or difficulty in recruiting the specific skills and/or experience required for the position;
4. Job content and complexity.

#### **Movement in ranges:**

The employer shall, subject to specified annual incremental steps, apply the factors specified below to decide from time to time (no less than once per annum) within the upper and lower salary limits of the appropriate grade applying to any position, the actual salary that, subject to any other condition of employment, is to be paid to the holder of a position or to any particular holder of a position:

5. particular skills and on-the-job experience;
6. achievements as measured against the goals of the position described in the job description or as otherwise specified in writing;
7. contributions to achievement of the stated aims of the work unit including the specific requirements of the job description;

8. the ease or difficulty in recruiting and/or retaining the specific skills and/or experience required for the position;
9. job content and complexity

5.2 a. **Clerical**

Grade	1 January 2021
*1	\$45,968.00
*2	\$45,968.00
*3	\$45,968.00
*4	\$45,968.00
*5	\$45,968.00
*6	\$45,968.00
*7	\$45,968.00
*8	\$46,787.43
9	\$48,261.89
10	\$51,344.84
11	\$52,966.28
12	\$54,635.31
13	\$58,139.09
14	\$59,973.89
15	\$61,870.64
16	\$65,139.50
17	\$67,233.70
18	\$69,389.90
19	\$73,880.55
20	\$76,842.84
21	\$80,771.82

\* Denotes automatic annual incremental progression

*Wm*

### 5.3 Hydrotherapy Attendants

**1 January 2021**

\$45,968.00

\$45,968.00

Commencing salaries for appointees should be appropriate to their qualifications and relevant previous experience.

### 5.4 Physiotherapists, Occupational Therapists and Assistants

	Grade	1 January 2021
Assistant	1*	\$45,968.00
	1*	\$45,968.00
	1#	\$45,968.00
Senior Assistant	2	\$45,968.00
Graduate Therapist	3*	\$45,968.00
	3*	\$47,865.54
	3*	\$50,868.01
	3*	\$53,369.86
Staff Therapist	4	\$57,504.95
	4	\$57,640.42
	4	\$59,205.66
	4	\$60,874.70
	4	\$62,540.85
Coordinator	5	\$64,209.85
	5	\$68,961.82
	5	\$73,383.74

\* Denotes automatic annual increments

# Progression to this step shall be after two years' satisfactory service on the step immediately below it.



**a. Promotion**

Grade 1 to Grade 2:

The employer may approve appointment or progression to any step in Grade 2 where the position contains significantly greater responsibilities than those of an Assistant and the employee is performing at an exceptional level of competence.

Above Grade 3:

By appointment to an established position. The grading of new positions and the regrading of all positions shall be on the basis of the level of clinical, supervisory, or administrative skill and responsibility which, in the opinion of the employer, is required to be exercised. The employer will designate positions according to the nature of the duties and responsibilities e.g. Clinical Specialist (Orthopaedics), Liaison, Staff Development, Community. Progression between grades shall be by appointment to an established position, provided that approved positions may be graded over more than one grade.

Provided that progression from Grade 3 to Grade 4 may be approved if the position, in the opinion of the employer, justifies advancement beyond the salary of a therapist because the therapist is responsible for an area of work requiring specialised training and/or experience and has had at least three years' practical experience since qualification including at least one year's experience in the special field in which the therapist is now employed.

**b. Progression**

The salary in Grade 4 paid to an employee shall be considered at least annually and determined by the employer according to:

- i) job content and complexity (e.g. responsibility for an area of work requiring specialised training);
- ii) employee performance, skills, qualification and experience;
- iii) the ease or difficulty in recruiting and/or retaining employees.

**c. Review**

Where an employee seeks a review of their grading the procedure shall provide for competent therapist input. The employer shall grant a review to an employee who seeks one provided that any failed review initiated by the employee was at least 3 years previous. The employer shall provide a summary of the decision if requested by the employee.



**Psychologists**

A Psychologist shall receive an annual rate of salary, as determined in each individual case by the employer, in accordance with the following scales:

	Grade	1 January 2021
<b>Asst Clinical Psychologist</b>	1	\$46,036.53
	1	\$49,732.01
	1	\$52,830.79
<b>Clinical Psychologist</b>	2	\$53,955.02
	2	\$56,021.85
	2	\$58,088.67
	2	\$61,393.56
	2	\$64,406.86
	2	\$68,124.43
	2	\$71,675.99
	2	\$76,632.98
	2	\$79,281.52
	2	\$81,316.72
<b>Clinical Psychologist</b>	3	\$83,412.30
<b>Senior</b>	4	\$75,451.32
<b>Clinical</b>		\$79,285.86
<b>Psychologist</b>	4	\$81,348.36
	4	\$83,412.30
<b>Senior</b>	5	\$84,751.25
<b>Clinical Psychologist</b>	5	\$87,371.52

- a. All commencing salaries require the approval of the manager.
- b.
  - i) With the exception of Grade 1, progression within each grade shall be by automatic annual increment subject to performance of duties to the satisfaction of the employer.
  - ii) Within Grade 1, and subject to the overall requirement that performance of duties shall be to the employer's satisfaction, entry rates and annual progression shall be determined by the Employer in each individual case, having regard to the appointee's academic qualification and relevant experience.
- c. Progression beyond Grade 3 shall be on appointment to a position established with the approval of the Employer (except that progression from Grade 4 to Grade 5 shall be on merit).

5.6 Public Health Nurses

Grade	1 January 2021
1*	\$46,124.33
1*	\$51,433.57
1*	\$54,113.85
1	\$56,882.78
1	\$59,208.28
1	\$62,101.95
2	\$63,401.90
3	\$64,798.85
4	\$65,594.34
5	\$66,908.14
6	\$70,899.42
7	\$75,213.62
8	\$78,209.86
9	<del>\$46,124.33</del>

77315.69.

\* Denotes annual automatic increment

Minimum progression is as follows:

Grade 1 to 2 on merit (satisfactory performance);

Grade 2 to 3 on merit (very good performance);

Grade 3 to 4 on merit (excellent performance);

Beyond Grade 5 on appointment to an established position.

WAT

1 January 2021	
Grade	
	\$45,968.00
1	\$45,968.00
2	\$45,968.00
3	\$45,968.00
3	\$45,968.00
3	\$45,968.00
3	\$45,968.00
3	\$45,968.00
4	\$48,114.90
5	\$50,498.79
6	\$52,865.40
7	\$54,296.62

**Salary Progression:**

Progression within each grade shall be by automatic annual increment, subject to performance of duties to the Employer's satisfaction.

Provided that for Welfare Officers:

- a. Grade 2: Grade 2 is a merit grade for Grade 1 Welfare Officers. Progression to Grade 2 will be on the recommendation of their manager.

Provided that for Recreation Officers:

- a. Grade 3: The Employer may appoint at any step in Grade 3 after taking into consideration educational qualifications and experience.
- b. Grade 4: Grade 4 is a merit grade for Grade 3 Recreation Officers. Progression to Grade 4 will be on the recommendation of their manager?
- c. Grade 5: Grade 5 is a merit and job content grade for Grade 4 recreation officers and is available to a Recreation Officer of exceptional qualifications and training or of exceptional experience.

Progression to Grade 5 will be on the approval of their manager.

- d. Grade 6: Grade 6 is a grade for established positions of Senior Recreation Officers.
- e. Grade 7: Grade 7 is a merit for Grade 6 Senior Recreation Officers. Progression to Grade 7 will be on the recommendation of the manager.

## Social Workers and Kaiawhina/Community Health Workers

## a. Community Health Workers

Grade	1 January 2021
	\$45,968.00
	\$45,968.00
1	\$45,968.00
2	\$45,968.00
2	\$45,968.00
2	\$48,140.82
2	\$51,409.68
2	\$52,895.62
2	\$55,276.67
3	\$57,980.56
4	\$62,161.78
5	\$66,286.78
6	\$70,220.08
7	\$74,147.61
8	\$78,075.16

b. Social Workers

Grade	1 January 2021
	\$42,909.57
1	\$42,909.57
1	\$42,909.57
2	\$47,025.24
2	\$49,751.91
2	\$52,324.90
2	\$54,916.37
2	\$57,490.52
2	\$60,080.54
3	\$63,019.34
4	\$67,572.40
5	\$72,063.49
6	\$74,839.43
7	\$80,600.31
8	\$84,886.73



### Salary Progression:

a. Grade 1 (Social Workers and Community Health Workers)

Appointees at Grade 1 will in general, be undergoing a period of training, and progression from Grade 1 to the first step of Grade 2 will occur once the person is able to undertake the full workload and responsibilities of a Grade 2 position.

The Employer may appoint at any step in Grade 1 after taking into consideration educational qualifications and the extent and nature of relevant experience.

A person who holds a relevant university degree (i.e. who majored in a social science subject) but who has no other relevant experience should be appointed at the third step of

i) Grade 1

ii) Grade 2 (Social Workers and Community Health Workers)

- b. The Employer may appoint at any step in Grade 2, persons who hold a recognised social work qualification or who have directly relevant work experience after taking into consideration qualifications held and the extent and nature of the experience.

Provided that:

- i) A person who holds a New Zealand Master's degree in social work or its recognised equivalent but who has no other relevant social work experience shall be appointed at the second step in Grade 2.
- ii) A person who holds a New Zealand diploma or Bachelor's degree in social work or its recognised equivalent but who has no other relevant social work experience shall be appointed at the first step of Grade 2.
- iii) The Employer may appoint at any step in Grade 2 persons who have directly relevant work, cultural or life experience after taking into consideration qualifications held and the extent and nature of the experience.

c. Grade 3 (Social Workers and Community Health Workers)

The Employer may authorise progression from Grade 2 to Grade 3 after a minimum of 12 months on the maximum step of Grade 2, providing that the employee's work performance has been at an acceptable standard.

d. Grades 4 - 8 (Social Workers)

- i) The grading of new positions established at Grade 4 and above shall be on the recommendation of the manager.
- ii) The re-grading of all positions established at Grade 4 and above shall be on the recommendation of the manager.
- iii) The Employer may make appointment to any Grade 4 positions.

#### Extra Duties Allowance - Social Workers

Where an employee is required to perform duties of more than 80 hours outside normal hours in the preceding year the employer may grant the following allowance. Assessment of eligibility for the allowance is to be made retrospectively at the end of each employee's leave year.

Grade	
1	\$3,170.28
1	\$3,042.16
1	\$2,853.61
1	\$2,675.94
1	\$2,501.90
1	\$2,366.53
1	\$2,151.40
2	\$4,288.27
2	\$4,104.57
2	\$3,924.48
2	\$3,711.75
2	\$3,549.79
2	\$3,355.22
3	\$4,336.61
4	\$4,152.91
5	\$4,010.29
6	\$3,072.37
7	\$2,362.91
8	\$1,554.32

# IT Scale

Grade	1 January 2021
1	\$53,979.41
2	\$58,595.95
3	\$63,213.07
4	\$66,695.39
5	\$72,446.75
6	\$78,301.33
7	\$84,537.73

# Dental Assistants

Grade	1 January 2021
1	\$45,968.00
2	\$45,968.00
3	\$45,968.00
4	\$45,968.00
5	\$45,968.00
6	\$47,965.54
7	\$49,268.33

# Health Care Assistants/Home Based Caregivers- Pay Equity

## 1. Hourly wage rates for workers employed before 1 July 2017

(1) The hourly wage for a care and support worker (Healthcare Assistants, Physiotherapy Assistants and Home Based Caregivers) who was employed by Ngāti Porou Hauora immediately before 1 July 2017 is shown in the table below:

Worker's length of service with employer	1 July 2017 to 30 June 2018	1 July 2018 to 30 June 2019	1 July 2019 to 30 June 2021	1 July 2021 to 30 June 2022
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WST



Less than 3 years	\$19.00	\$19.80	\$20.50	\$21.76
3 years or more but less than 8 years	\$20.00	\$21.00	\$21.50	\$23.28
8 years or more but less than 12 years	\$21.00	\$22.50	\$23.00	\$25.31
12 years or more, if subclause (2) applies	\$22.50	\$23.50	\$24.50	\$26.32
12 years or more, if subclause (2) does not apply	\$23.50	\$24.50	\$25.50	\$27.33

(2) This applies to a care and support worker if—

(a) the worker commenced employment with Ngāti Porou Hauora on or after 1 July 2005; and

(b) the worker has not attained a level 4 qualification; and

(c) Ngāti Porou Hauora has provided the support necessary for the worker to attain a level 4 qualification.

(3) In this clause, a care and support worker's **length of service** is the length of time that the worker has been continuously employed by Ngāti Porou Hauora.

## 2. Hourly wage rates for workers employed on or after 1 July 2017

The hourly wage for a care and support worker who commenced employment with Ngāti Porou Hauora on or after 1 July 2017 is the applicable amount in the following table:

Worker's level of qualification	1 July 2017 to 30 June 2018	1 July 2018 to 30 June 2019	1 July 2019 to 30 June 2021	1 July 2021 to 30 June 2022
No relevant qualification	\$19.00	\$19.80	\$20.50	\$21.76
Level 2 qualification	\$20.00	\$21.00	\$21.50	\$23.28
Level 3 qualification	\$21.00	\$22.50	\$23.00	\$25.31
Level 4 qualification	\$23.50	\$24.50	\$25.50	\$27.33

Weekend and night penal rates

(1) This section applies to a term or condition of an employment agreement that—

(a) was agreed before the commencement of the Care and Support Workers (Pay Equity) Settlement Act 2017; and

(b) requires an employer to pay a care and support worker an allowance, based on the worker's hourly wage, for working on a Saturday or a Sunday, or after 5 pm on any day.

(2) For work to which Section 9 of the Pay Equity legislation applies performed on or after the commencement of this Act, the term or condition must be read as requiring the employer to pay the allowance at the same dollar value, per hour, as would be required to be paid based on the worker's ordinary hourly wage immediately before the commencement of this Act.

### 3. Support for training

### 12 Employers must ensure care and support workers are able to gain qualifications

(1) An employer must take all reasonably practicable steps to ensure that a care and support worker is able to attain—

(a) a level 2 qualification within the first 12 months of the worker's continuous employment with the employer; and

(b) a level 3 qualification within the first 36 months of the worker's continuous employment with the employer; and

(c) a level 4 qualification within the first 72 months of the worker's continuous employment with the employer.

(2) If a care and support worker is not able to attain a qualification within the time required by subsection (1), the employer must take all reasonably practicable steps to ensure that the worker is able to attain the qualification as soon as is reasonably practicable.

## 6.0 UNIFORMS AND PROTECTIVE CLOTHING

6.1 If a specific uniform or item of protective clothing or equipment is required this shall be supplied free of charge, but remain the property of the employer.

6.2 All items of uniform and/or protective clothing supplied by the employer shall be laundered or dry cleaned at the employer's expense as and when required. Each case is to be determined on its merits by the employer.

6.3 At the employer's discretion an employee may be compensated for damage to personal clothing worn on duty, provided that the damage or soiling did not occur as a result of the employee's negligence or failure to wear protective clothing provided. Each case shall be determined on its merits by the employer.

6.4 Suitable protective clothing or equipment shall be provided at the employer's expense where the duty involves a risk of injury to the employee or excessive soiling or damage to uniforms or personal clothing. Approved protective clothing and equipment shall include one or more of the following items:

- |                 |                      |
|-----------------|----------------------|
| 1. Smock Safety | 2. Parka             |
| 3. Footwear     | 4. Industrial Gloves |
| 5. White Coats  | 6. Eye Protection    |
| 7. Gum Boots    | 8. Face Masks        |

9. Overalls

10. Bump Hat

11. Ear Protectors

\*All protective equipment shall meet approved safety standards.

6.5 Where safety footwear lessens the risk of foot injury from work accidents, the employer will provide appropriate protective footwear.

6.6 Where an employee's work regularly or occasionally is of such a nature that the wearing of eye protection lessens the risk of eye injury, the employer will provide for the period of risky work one of the following:

- i) Standard safety neutral glasses.
- ii) Specially hardened safety neutral clip-on glasses.
- iii) Specially hardened optically correct lenses fitted in a safety frame.

6.7 **Uniforms and Protective Clothing or Equipment**

a. **Civilian Clothing Allowance**

An allowance of per year (pro rata for part time staff) shall be paid to staff who, because of therapeutic requirements or in the interests of patient care and rehabilitation, are instructed or required by the employer to wear civilian clothing instead of the usual uniform. This allowance shall not be payable to tutorial staff, staff wholly or mainly employed in an administrative role, or staff who with the employer's permission elect to wear civilian clothing on duty.

\$406.38

b. **Physiotherapist and Occupational Therapist Clothing Allowance**

Physiotherapists and Occupational Therapists who are required to purchase a uniform shall be paid an annual clothing allowance of:

\$265.60

\*Such allowance is to be payable upon completion of each 12 months of service.

## 7.0 STANDARD ALLOWANCES

7.1 **Higher Duties Allowance**

a. Whenever an employee is required to carry out the duties and responsibilities of a position or a



grade higher than the employee's own, s/he shall be paid the higher wage whilst so employed.

- b. The allowance payable shall be the difference between the current wage of the employee acting in the higher position and the minimum wage the employee would receive if appointed to the position.

7.2

#### **Travel Allowances**

##### **a. Travel**

Where an employee is required to travel on employer business the actual and reasonable costs of that travel and associated accommodation and meals shall be paid by the employer on the production of receipts.

- i) An incidental allowance per day or part day may also be claimed by the employee for petty disbursements of:



\$9.007

\*Where an employee stays privately actual and reasonable expenses may be claimed.

##### **b. Use of Private Vehicle**

Where an employee is required to use their private vehicle on employer business, a vehicle allowance shall be paid at the prevailing agreed IRD rates (including call backs where no alternative transport is provided by the employer).

7.3

#### **Meal Allowance**

An employee who works more than 10 hours (excluding any break for a meal) at the option of the employer shall be paid a meal allowance or be provided with a meal.



\$8.116

## **8.0 SPECIAL ALLOWANCES**

8.1

#### **Sleepover Allowance**

An employee who is required to sleepover will be paid at the minimum wage rate for each hour worked between 11 p.m. and 7 a.m. during the sleepover

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## SIGNATORIES

Signed for and on behalf of The Employer

Rose Kahaki  
Chief Executive Officer  
Ngati Porou Hauora

Sign R Kahaki Date 23 Aug 21

Margaret Takoko  
Organiser  
NZ Public Service Association

Sign [Signature] Date 27-08-2021

[Signature]

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# **APPENDIX 4**

## **SUPPORT SERVICES OCCUPATIONAL SCHEDULE**

## 1.0 APPLICATION

This Appendix applies to support Employees who:-

- a. Drive motor vehicles and load, unload, retrieve or deliver transported goods or passengers as required; or
- b. Receive, store, dispatch, pack, record and deliver goods, including a person engaged as a Stores Clerk; or
- c. Maintain grounds and buildings as either:
  - i) Electrical and Electronic Workers
  - ii) Engineering Fitters
  - iii) Plumbers, Gasfitters and Drainlayers
  - iv) Painters and Decorators
  - v) Building Trades Workers
  - vi) Gardeners and Groundskeepers; or
- d. Undertake general labouring and incinerating work; or

\*And it includes all work formerly covered by the expired documents listed in Schedule (B). This does not preclude other Employees becoming parties to the agreement by way of the Parties clause 1.2.

## 2.0 DEFINITIONS

Refer to definitions in section 6.5 of the Collective Employment Agreement.

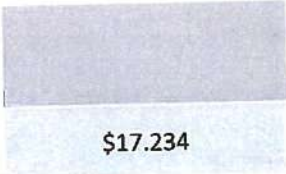
## 3.0 HOURS OF WORK

- 3.1 The ordinary hours of work shall be 40 hours per week, Monday to Friday and shall be no more than 8 hours per day, provided that 10 hours in any one day may be worked by agreement between the Employee and the Employer.
- 3.2 The working period will start and end at midnight Sunday / Monday.
- 3.3 Ordinary hours shall be worked between 0630 and 1830 hours, provided that the start time shall be varied only by agreement.
- 3.4 All Employees are entitled to at least two days off per week. Wherever possible, single days off in any weekly period are to be avoided.
- 3.5 All hours worked are to be continuous except for meal period and rest breaks provided for in sub-clause 3.8.
- 3.6 In special circumstances the provisions of sub-clauses 3.1, 3.3 and 3.4 of this clause may be temporarily varied by agreement.
- 3.7 Employees shall be allowed 5 minutes before ceasing work at recognised meal times and before ceasing work at the end of the day for personal washing.



**MEAL PERIODS**

- a. Except where required for urgent or emergency work and except as provided in sub-clause (b) below, no employee shall be required to work for more than 5 hours continuously without being allowed a meal break of not less than half an hour.
- b. An Employee unable to be relieved from work for a meal break shall be allowed to have a meal on duty and this period shall be regarded as time worked.
- c. Meal breaks and rest periods shall be taken at a time and in a manner which does not disrupt the normal flow of work.
- d. The Employer shall provide a suitable meal or shall pay a meal allowance when any Employee is called upon to work in excess of ten hours on any one day from Monday to Friday or after 1.00pm on a Saturday, Sunday or Public Holiday and for any further five hours where overtime continues.



\$17.234

Provided that where such workers can reasonably get home for a meal and return to their work within one hour, the meal allowance need not be paid.

**4.0 OVERTIME AND PENAL RATES**

- 4.1 All work required to be performed outside or in excess of the ordinary hours as specified in provisions of clause 5 of this appendix shall be considered overtime, and paid for at the rate of:-
  - i) Work Monday to Friday outside ordinary hours and Saturday time and one half (T1 ½) provided that any hours between 10.00pm and 6.00am shall be paid for at double time rate.
  - ii) Sundays double time (T2)
- 4.2 Any Employee required to work overtime on a Saturday, Sunday or Public Holiday shall receive not less than three hours pay at overtime rates except in the case of Laundry Workers at Te Puia Hospital where the minimum hours worked/paid shall be four. Te Puia weekend maintenance schedule minimum hours shall be 2.5 hours/per day.
- 4.3 All approved overtime worked up to half an hour shall be deemed to be half an hour for the purpose of calculating overtime payable, any period exceeding half an hour shall count as one hour for the purpose of overtime.

**5.0 ON CALL AND CALL BACK****5.1 ON CALL**

- a. Where an Employee is required to be on call during normal off duty hours, such Employee shall be paid the on call allowance prescribed in (c) below in addition to other remuneration.
- b. An Employee entitled to payment under sub-clause (a) of this clause who is required to be on call on a Public Holiday shall receive his/her ordinary day's pay plus be granted one day off in lieu at a mutually agreeable time, plus ordinary time for all hours worked on the holiday.
- c. Where an Employee is required to be on call during normal off duty hours, such Employee shall be paid an allowance, Monday to Sunday, per hour for each hour on call

\$1.316

Provided that Employees only required to be on call on a Saturday, Sunday or Public Holiday shall be paid per day:

\$31.86

- d. Except in exceptional circumstances, no Employee shall be required to be on call for more than one week in three. In the event that the foregoing provision cannot be adhered to the Employer shall notify in writing the appropriate Union Representative setting out such reasons and the parties shall meet to resolve the matter.

## 5.2

### CALL BACK

- a. When an Employee is required to return to work after having completed a day's work and having left the place of employment, or on a Saturday or Sunday, or is required to work overtime before the usual time of commencing work and does not continue working until such time, the Employee shall be paid for a minimum of three hours at T2 rates, provided that more than one call completed within three hours shall be deemed to be one call.
- b. Employees called back shall be provided with transport both ways by the Employer or be paid at the rate prescribed in clause 8.1 (b) (v) of this appendix.
- c. i) Employees called back without eight continuous hours off duty shall be entitled to eight hours off duty at the completion of the call back without loss of ordinary pay.
- ii) Employees called back after having had eight continuous hours off duty shall be entitled to six hours off duty at the completion of the call back without loss of ordinary pay.
- iii) Provided that these provisions shall not apply where an Employee is called out within 2 hours of his/her normal start time.

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## 6.0 REMUNERATION

The wage rates within this appendix include an integral amount in recognition that the rate contains an allowance in lieu of the following conditions of work payments:

- |                                     |                              |
|-------------------------------------|------------------------------|
| 1. Battery                          | 2. Wool                      |
| 3. Bitumen Boxing                   | 4. Lift Shaft                |
| 5. Spraying                         | 6. Mowing etc.               |
| 7. Dirty Work x 2                   | 8. Forklift                  |
| 9. Concrete                         | 10. Cash Handling \$20-\$200 |
| 11. Glass                           | 12. Confined Space           |
| 13. Welding greater than four hours | 14. Dangerous/Offensive Work |
| 15. Welding less than four hours    | 16.                          |

### 6.1 PROGRESSION CRITERIA FOR MERIT STEP

#### Tradesperson

After not less than 12 months on the year six step of the scale, tradespersons may be advanced to the merit step, where in the opinion of the Employer advancement is warranted. Criteria for assessment will include:

1. the possession of relevant educational and other qualifications.
2. particular skills, knowledge and attributes demonstrated on the job.
3. achievements measured against the goals for the position, described in the job description or otherwise agreed.
4. the ease or difficulty in recruiting or retaining the specific skills and/or experience required for the position.

#### Trades Staff Wage Rates:

	1 January 2021
Tradesperson Team Leader	\$62,086.63
Step 2- Maintenance- Trades person	\$50,966.09
Step 1-Maintenance – Trades person	\$47,963.81
Step 2- Maintenance/Handyperso n	\$45,968.00
Step 1- Maintenance/Handyperso n (Indentured)	\$45,968.00



## Service Pay

.233 cents per hour  
.121 cents per hour  
.121 cents per hour  
.121 cents per hour  
.121 cents per hour  
.121 cents per hour  
.121 cents per hour

### 6.3 EXTRA RESPONSIBILITIES/ADDITIONAL DUTIES

Where an Employee is required to carry out duties in addition to his/her primary duties or is given extra responsibilities, the Employee shall be paid at the prescribed rate appropriate to the duties which he/she is performing. Provided that where such duties are paid at a lower rate than that Employee shall be paid at his/her usual rate.

Where no such appropriate rate/classification exists, or where extra responsibilities have been given, the Employee party and their Union Representative, where nominated, shall meet with the Employer to reach agreement on an appropriate rate of pay.

## 7.0 QUALIFICATIONS/PAYMENTS

- 7.1 a. i) Trade Certificate: The basic hourly rate of an Employee holding a Trade Certificate in any of the trades covered by this appendix shall be increased by the Trade Certificate allowance prescribed. The allowance so prescribed shall count in the calculation of overtime and penal rates and shall be paid to the Employee when on any paid leave.
- ii) Advanced Trade Certificate: The basic hourly rate of an Employee holding an Advanced Trade Certificate in any of the trades covered by this appendix shall be increased by the Trade Certificate and Advanced Trade Certificate allowances prescribed. The allowances so prescribed shall count in the calculation of overtime and penal rates and shall be paid to the Employee when on any paid leave.
- iii) Plumbers Registration Premium: 'Special' payment for full registration as a Plumber and Gasfitter is as defined in the Plumbers, Gasfitters and Drainlayers Act 1976.
- The payment for holders of Trade Certificates and Advanced Trade Certificates shall only apply as from the date the Employee produced to her/his Employer a notification from the New Zealand Trades Certificates Board that she/he has passed the examination for that certificate for the trade in which she/he is employed.
- iv) Tradespersons Indentured Electricians who are holders of a second Advanced Trade Certificate shall be paid the allowance prescribed.
- v) Tradesperson Indentured Fitters who hold a second Advanced Trade Certificate directly relevant to the work on which they are employed shall be paid the allowance prescribed.
- vi) New Zealand Certificate (Intermediate): An Electrician or Fitter with three year's experience in the industry and holding an NZCE or NZCS intermediate stage examination shall be paid the allowance prescribed.

- vii) New Zealand Certificate (Final): An Electrician or Fitter with five year's experience in the industry and holding an NZCE or NZCS final examination shall be paid the allowance prescribed.

**Note:** The New Zealand Certificate payments are payable up to and including Leading Hand level, and are not payable in addition to Trade Certificate, Advanced Trade Certificate or 2nd Advanced Trade Certificate allowances.

Certificate

- b. Third Marine Certificate: A Fitter holding a Third Marine Certificate shall be paid not less than the wage rate prescribed for an Indentured Tradesperson with Advanced Trade Certificate. The payment of this wage rate shall apply as from the date on which the Employee produces documentary evidence that the Employee is the holder of this certificate.
- c. Overseas Trade Qualifications: Overseas Trade Qualifications which, in the opinion of the Trade Certification Board Subcommittee, are equivalent to or of a higher standard than Trade Certificate will entitle the holder to the payment provided in this appendix for Trade Certificate.
- d. Welding Certificate: The basic hourly rate of a Tradesperson Fitter who holds a current Welding Certificate issued by the Marine Division of the Ministry of Transport or the Ministry of Works and Development shall be increased by the allowance prescribed.
- e. Restricted Electrical Registration: An Employee other than an Electrician holding restricted Electrical Registration shall be paid the restricted Electrical Registration Allowance prescribed. The allowance shall be payable from the date on which the Employee produces documentary proof she/he is the holder of a restricted Electrical Registration Certificate.
- f. Full Registration (Electrical): An Electrician who has applied for registration, paid the appropriate fee, and received his or her registration from the Electrical Registration Board under the Electrical Registration Act 1979 and its amendments shall be paid as prescribed in 7.3
- g. Registration as a Gasfitter: In addition to the wage rates prescribed, an Engineering Fitter who has applied for registration or Certificate of exemption, paid the appropriate fee and received his/her registration or Certificate of exemption, shall receive the allowance prescribed.
- h. Craftsman Plumber: This payment takes into account the qualifications, responsibilities, obligations, restrictions and penalties imposed by the Plumbers, Gasfitters and Drainlayers Act 1976 and amendments.
- i. Craftsman Gasfitter: This payment takes into account the qualifications, responsibilities, obligations, restrictions and penalties imposed by the Plumbers, Gasfitters and Drainlayers Act 1976 and amendments.
- j. Craftsman Plumber/Gasfitter: This payment takes into account the combined qualifications, responsibilities, obligations, restrictions and penalties imposed by the Plumbers, Gasfitters and Drainlayers Act 1976 and amendments.
- k. Research Institute Textile Services Diploma: This is a qualification allowance for holders of the Diploma.
- l. Royal New Zealand Institute of Horticulture: This is a qualification allowance for holders of the Junior, Intermediate and Full Diploma.
- i) Royal New Zealand Institute of Horticulture
  - ii) Diploma in Horticulture Lincoln or Massey
  - iii) New Zealand Diploma in Turf Culture
  - iv) Diploma in Parks Administration



m. Electricians Special:

This payment takes into account the qualifications, responsibilities, obligations, restrictions and penalties imposed by the Electrical Registration Act 1979 and amendments.

n. Building Safety Supervisor:

An Employee appointed to act as a Building Safety Supervisor qualified under the Construction Act 1959 shall be paid this allowance.

7.2

**FIRST AID CERTIFICATE**

Where the costs of certification have not been met by the Employer, employees holding a current First Aid Certificate and designated by the Employer as First Aid Attendants shall be paid an allowance as below, per week;

\$9.26

7.3

**QUALIFICATIONS PAYMENTS**

<u>Hourly Allowance</u>	
Trade Certificate	\$0.546
Advanced Trade Certificate	\$0.546
Second Advanced Trade Certificate	\$0.546
NZCE Intermediate	\$0.708
NZCE Final	\$1.407
Plumbers Registration Premium	\$0.253
Craftsman Plumber	\$0.789
Craftsman Gasfitter	\$0.789
Craftsman Gasfitter/Plumber	\$1.164
Research Institute Textile Services Diploma	\$0.395
Royal New Zealand Institute of Horticulture - Junior	\$0.243
Royal New Zealand Institute of Horticulture - Intermediate	\$0.455
Royal New Zealand Institute of Horticulture - Full	\$0.668
Electrician Special	\$0.668
<u>Weekly Allowance</u>	
Restricted (Electrical) Registration	\$10.869
Full Registration (Electrical)	\$22.203
Registration (Plumber Gasfitter)	\$21.778
Building Safety Supervisor	\$18.854
Diploma in Horticulture Lincoln or	\$10.859

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200

Massey	
NZ Diploma in Turf Culture	\$16.668
Diploma in Parks Administration	\$18.125

## 8.0 ALLOWANCES

### 8.1 REIMBURSEMENTS (NON TAXABLE)

#### a. Tool Allowance

- i) A tool allowance shall be paid to all Tradespersons at the rate of 46 cents, per hour. The Employee shall be responsible for insuring his/her own tools.
- ii) Every Employee in receipt of a tool allowance shall provide and maintain a kit of tools as set out in 'Schedule B' to this agreement.
- iii) All Drills, Taps, Hacksaw Blades and Files shall be supplied by the Employer, plus all other tools not specifically enumerated.

#### b. Travel Allowances

- i) Where an Employee is required to travel on Employer business the actual and reasonable cost of that travel and associated accommodation shall be paid by the Employer on the production of receipts by the Employee.
- ii) An incidental allowance paid per day or part day may also be claimed by the Employee for petty disbursements of:

\$10.14

- iii) Where an Employee stays privately actual reasonable expenses may be claimed.
- iv) Where an Employee is required to use their private vehicle on Employer business, or outside the Employee's normal start and finish times a vehicle allowance shall be paid at the applicable IRD rate per kilometre.

### 8.2 ALLOWANCES (TAXABLE)

#### a. Boiler Repair

All work in used boilers, smoke boxes, uptakes, funnels and between any used boiler and its brickwork and, or any repair or maintenance work carried out within coal bunkers, coal elevator, chutes, screws and ash handling equipment shall be paid at half ordinary time rate in addition to the rate appropriate to the time.

#### b. Faecal and Offensive Matter

For any work that brings the Employee into direct contact with faecal or other similarly offensive matter shall be paid half ordinary time rate in addition to the rate appropriate to the time, with a minimum payment of two hours. This allowance shall not apply to laundry workers who handle soiled linen in the normal course of their work.

#### c. Bedpan or Placenta Disposal

Any Employee called upon to attend to blocked bedpan and placenta disposal units, and flusher sanitisers when this entails coming into contact with faecal or other offensive matter shall be

paid ordinary time rate in addition to the rate appropriate to the time, with a minimum payment of one hour.

d. Welding Confined Space

Employees carrying out welding or burning operations while working in a stooped or cramped position shall be paid at half ordinary time rate in addition to the rate appropriate to the time.

e. Heat

Any Employee required to work in any compartment where the temperature exceeds 37 degrees Celsius shall, for the time so employed be paid ordinary time rate in addition to the rate appropriate to the time with a minimum payment of one hour.

f. Foul Linen Money

Laundry Employees required to handle materials that are septic, contagious, infectious or unusually foul, prior to washing, shall be paid the below, per day in addition to their normal

\$8.45

g. Responsibility Allowance

A responsibility allowance per hour shall be paid to all registered electricians in recognition of the fact that such workers typically take responsibility for the organisation, performance and completion of their own work under general supervision. The payment also recognises any responsibilities for permits, plants, and tools and documentation (technical and administrative). This allowance forms part of the hourly rate and shall be included in calculating time related payments, and is to be made during periods of annual leave, sick leave, special leave on pay, and for all statutory holidays.

\$0.344

h. In Charge Rates

Where a fitter, electrician, painter, plumber/gasfitter, or building tradesperson is employed as the sole tradesperson in an undertaking, he/she shall be paid the "sole tradesperson" allowance per hour. Provided that the allowance shall not be payable where the employer or manager is the holder of the same registration or qualifications and is in attendance at the undertaking or reasonably available for advice or consultation.

\$0.273

The payments prescribed in this clause should not apply to leading hands, forepersons, or overseers.

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i. Part Time Employees Store

- a) Where the employer does not regularly require the services of a stores employee for the full period of 40 hours per week, then the employer shall pay such employee pro rata the appropriate scale of salary plus 11 per cent.
- b) Where a worker is unable to accept full time employment, the employer shall pay pro rata the appropriate scale salary.
- c) These provisions shall not be used for the purposes of reducing the hours of work or the earnings of any full time employee.

## 9.0 UNDER-RATE WORKERS

- 9.1 Provision is hereby made enabling the Employer to pay an Employee who is incapable of earning the applicable minimum wage fixed by this agreement an appropriate rate of pay provided that any such variation is an agreement between the Employer, the Employee and the relevant Employee Representative Organisation.

## 10.0 PROTECTIVE CLOTHING/EQUIPMENT

This clause shall apply to all Employees covered by this appendix:

- 10.1
- a. Where the Employer requires an Employee to wear a particular uniform such uniform shall reflect the differing seasonal requirements of the climate. This shall be supplied free of charge, but shall remain the property of the Employer and as such shall be laundered by the Employer. Suitable protective clothing shall also be provided at the Employer's expense where the duty involves a risk of excessive soiling or damage to uniforms or personal clothing.
  - b. An Employee shall be compensated for damage to personal clothing worn on duty, or reimbursed dry cleaning charges for excessive soiling to personal clothing while on duty provided the damage did not occur as a result of inappropriately wearing or failing to wear protective clothing provided by the Employer. Each case shall be determined on its merits by the Employer.
  - c. Failure to use suitable protective clothing and equipment when issued pursuant to this appendix shall constitute serious misconduct and render an Employee liable to corrective procedures. All items provided remain the property of the Employer.
  - d. The employer shall issue to each employee who is required to work outside (or in a bulk store) a swandri. Such issue shall be replaced on a fair, wear and tear basis and based upon production of an unserviceable jacket.
- 10.2 EYE PROTECTION
- a. Eligibility for the receipt of a personal issue of standard safety neutral glasses is dependent on where an Employee's work is of such a nature that the wearing of eye protection, lessens the risk of injury to the eyes.
  - b. Where an Employee who ordinarily wears optical glasses at his/her work is occasionally engaged on work in any eye danger area, he/she shall be supplied for the time he/she is engaged on such work with specially hardened neutral clip type safety glasses to be worn over his/her normal glasses.
  - c. Where an Employee who normally wears optical glasses at work is required to work regularly in any eye danger area, she/he is to be fitted by an Optometrist with a pair of especially hardened optically correct lens, fitted in a safety frame, at the expense of the Employer.
  - d. In the cases of sub-clauses (a) and (b) the glasses are to be issued on loan to the Employee but to remain the property of the Employer, whereas in the case of sub-clause (c) the glasses are to become the property of the Employee.

### 10.3 FOOTWEAR

- a. Where, because of the nature of the work being performed including working in wet conditions, or for safety protection, gumboots are required, such shall be supplied by the Employer. Such gumboots shall be replaced by the Employer when worn out or unserviceable upon production of the previous issue.
- b. All Employees shall be issued on engagement one pair of safety footwear which shall be worn whilst so employed. Such footwear shall be replaced by the Employer on a fair wear and tear basis. Any Employee who leaves the employment of the Employer within 12 months and does not return the issued footwear shall be required to refund a proportion of the cost of the safety footwear based on 1/12th of the cost for each month falling short of the 12 months.  
The provision of this sub-clause shall not apply to Seamstresses and Laundry Employees provided that where the nature of the work requires it Laundry Employees shall receive such entitlement.
- c. Painters in addition to (b) above, and where the nature of the work requires such provision the Employer will provide sand shoes.

### 10.4 PROTECTIVE CLOTHING/EQUIPMENT

Where the nature of the work requires such provisions, Employees shall be provided with two pairs of overalls or dustcoats which shall be laundered and maintained by the Employer. The overalls or dustcoats shall be replaced when worn out or unserviceable - upon production of previous issue. Where an Employee fails to return issues of protective clothing on termination of employment, the Employer may deduct the value of such clothing from the Employee's pay as per 10.3 (b) above.

10.5 Suitable wet condition clothing shall be provided where the nature of the work requires it.

- 10.6
  - a. Suitable gloves and aprons shall be provided for Employees engaged in handling foul, septic, contagious or infectious materials, or where the Employee is required to handle washing powders, detergents or cleansing chemicals.
  - b. Hot work, using glass wool and epoxy resins, erecting metal framework, metal structural metal framework, or fire-boxes, suitable gloves shall be provided. trusses,
  - c. Mixing electrolytes or filling wet cell batteries with electrolytes: suitable overalls, rubber gloves and rubber apron shall be provided. boots,
  - d. First aid facilities including an adequate means of flushing eyes shall be provided.
  - e. Construction work where overhead hazards exist: protective headgear shall be supplied.
  - f. Oxy-acetylene or electric welding or cutting:
  - g. goggles or helmet, and gauntlets or gloves shall be supplied;
  - h. leather aprons and full sleeve jerkins for overhead work shall be supplied.
  - i. Cleaning down where the air is impregnated with dust to an unusual degree: goggles and/or masks shall be supplied.

10.7 Whilst an Employee is handling materials covered with grease, bitumen or any similar substance of such nature that is it transferred to the hands of the Employee, he/she shall be provided with gloves.

- 10.8
  - a. Employees engaged in spray coating other than in a water wash or other spray coating both complying with specified standards, shall be supplied by the Employer with suitable overalls and head coverings which shall be thoroughly washed and cleaned at the Employer's expense. If in constant use, the overalls and head coverings shall be washed and cleaned at intervals of not more than one week.

- b. When in spray coating any material is used which is detrimental to health, Employees engaged in such spray coating shall be provided by the Employer with satisfactory respirators, which shall be maintained in an efficient condition. When spraying (other than in a booth) is done within a building, Employees who are in close proximity and unavoidably subject to over spray, shall be provided with masks on request.
- c. Employees when required to scrub or wash out with caustic soda or similar corrosive cleaning agent shall be supplied by the Employer with gumboots.

10.9

The Employer shall also agree to supply any protective clothing or equipment required under legislation in addition to that specified within this appendix.



## SIGNATORIES

Signed for and on behalf of The Employer

Rose Kahaki  
Chief Executive Officer  
Ngati Porou Hauora

Sign .....  ..... Date ..... 23 AUG 21 .....

Colleen Ryan  
Organiser  
FIRST Union

Sign .....  ..... Date ..... 25.7.22. ....



# **SCHEDULE A**

## **HEALTH AND SAFETY**

1 The principle objective of this Schedule is to provide for the prevention of harm to Employees. To that end the Employer shall take all practical steps to ensure the safety of the Employee whilst at work:

2 Recognising that new Health and Safety legislation will be introduced within the term of this agreement the parties agree to establish a working party to develop an appropriate health, safety and welfare clause during the currency of this agreement.

\*In the interim the provisions listed in sub-clauses (3) to (9) below shall continue to operate.

3 **SAFE CONDITIONS AT WORK:**

- a. When welding or gas cutting of galvanised material is being done, provision shall be made for the removal of objectionable fumes and half a litre of milk shall be provided each morning and/or afternoon.
- b. Any Employee requested to mix electrolyte or fill wet cell batteries with electrolyte shall when substantially employed on such work, be supplied with half a litre of milk each day.
- c. No Employee shall be required to enter any furnace or chamber while the boiler is under steam pressure, nor shall any Employee be required to enter the boiler connected by steam-pipe to another boiler if such second boiler is under steam pressure unless the communicating valve between the two boilers is securely closed and locked.
- d. No Employee shall be compelled to work in any place where the temperature has been raised above 54 degrees Celsius.
- e. An Employee shall not be required to carry out the following work without an assistant competent to carry out emergency measures: maintenance work on lifts, work on moving machinery, work on ladders etc., where danger of slipping exists or work which involves the risk of electrocution.
- f. Repairs shall not be done in lift shafts or other dangerous places of a similar nature when the same are in ordinary use.
- g. An Employee shall not be required to work on a ladder where there is a danger of the ladder slipping or getting knocked, or over moving machinery unless he/she is satisfied adequate safety precautions have been taken.  
  
All ladders shall be supplied with suitable non-skid footing attachments and a permanent tie-rope of not less than 2 metres in length, and outside work ladders in addition shall have the top rung replaced by a chain.
- h. No electrical Employee shall be required to carry material, equipment, or tools of a weight in excess of 12kg to or from the place where a job is to be performed.
- i. No Employee shall be permitted to use an explosive tool such as a bolt pistol unless she/he holds a certificate in terms of the Construction Regulations 1961 from the supplier of the tool that she/he has been instructed in the care and use of the device and is fully qualified to operate it.
- j. Radiation hazard: All areas where there is a likelihood of exposure to radiation are to be clearly marked in accordance with prescribed standards and persons required to work in these areas are to be provided with adequate safeguards.



- k.
  - i) All Employees exposed to germs of infectious diseases shall be provided with protective equipment necessary to guard them against infection. Furniture and hospital equipment removed from such wards shall be fumigated before Employees are required to work on it.
  - ii) Where, in the opinion of the medical officer in charge, there is any danger of infection, any Employee required to work on alterations or repairs to the hospital for the treatment of infectious diseases shall be medically examined (including X-Ray) during working hours without loss of pay before being employed on such work, and on completion of work, shall be further examined in a similar manner.
- l. No Employee shall be compelled to work in any place infected with a notifiable disease. An Employee employed in any such place shall be reasonably protected against such disease to the satisfaction of the Medical Officer or authority in charge of the case.
- m. Where practicable and necessary, reasonable shelter shall be provided to protect Employees from cold winds or wet weather when working in the open.
- n. The Employer shall have available for perusal by Employees a copy of the Factories and Commercial Premises Act 1981.
- o. A Safety Supervisor appointed by the Employer and acting as a building Safety Supervisor under the Construction Act 1959, shall be paid the allowance specified in clause 8.2 of Appendix 4 whilst so employed.
- p. Where an inspector of the Department of Labour requires that a job Delegate or shop steward be present for a prearranged inspection, the Employer shall ensure that a shop steward or job Delegate is available.
- q. The Employer shall not require any Employee to lift, carry or move unaided any load so heavy that its lifting, carriage or movement would be likely to injure the Employee.
- r. The Employer shall ensure that no Employee shall be required to undertake any work without proper instruction as to the dangers likely to arise in connection with that work and appropriate training as to the precautions to be undertaken to avoid those dangers. An Employee's knowledge and experience may be taken into account in determining the nature of the training given.
- s. 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.
- t. No person under the age of 16 years of age shall be employed on any machine within the laundry area.
- u. Attention is drawn to the following relevant legislation:
  - i) Construction Act 1959 and its regulations
  - ii) Construction Regulations 1961 re scaffolding and work on roofs of a brittle nature
  - iii) Electrical Wiring Regulations for electrically powered tools
  - iv) Asbestos Regulations 1983 for work involving asbestos.



- 4 a. In designated noise hazard areas suitable ear protection shall be provided for Employees. Any Employee required to work regularly in a designated noise hazard area shall undergo audiometric tests annually at the Employer's expense and during working hours for so long as the Employee continues to be regularly employed in the noise hazard area.
- b. As soon as practicable after commencing work the Employee shall be advised of safety procedures peculiar to the environment with particular attention to health hazards likely to be met in his/her day to day work.

5 FIRST AID

- a. Except in premises where first aid room facilities are provided, St John or an equivalent emergency case, fully equipped, shall be kept in a convenient place in every department, also a chart of instructions for treating cases of apparent electrocution shall be prominently displayed in every department. A first aid kit shall be provided in each of the Employer's vehicles used as a mobile workshop, or vehicles used to convey glass.
- b. In departments employing more than one Employee covered by this collective agreement or an apprentice, competent instruction on life resuscitation shall be given to each Employee during normal working hours. Such instruction shall be arranged by the Employer on an annual basis.

6 ACCOMMODATION AND AMENITIES

- a. The Employer shall provide adequate washing facilities with hot water, and provision for hot and cold showers, adequate mess facilities and locker accommodation, adequate lavatory accommodation, and see that such facilities are kept clean.
- b. Either a continuous towel-dispensing system or individual towels shall be provided.
- c. Provision shall also be made for heating workshops in cold weather and for securing and maintaining a reasonable temperature in the workshops in hot weather.
- d. In workshops with concrete floors, employees substantially engaged at benches should have a floor covering of suitable material where the employee is required to stand.
- e. Good ventilation and lighting shall be maintained in all boilerhouses and engine rooms and proper and sufficient sanitary arrangements shall be provided.
- f. An Employee or Employees employed in a boiler room shall at all times have reasonable access to a telephone which shall have fitted an acoustic hood where necessary.
- g. A torch shall be provided and maintained by the Employer for use in all boiler/engine rooms.
- h. Respiratory checks for Employees in coal fired boilerhouses shall be provided.
- i. Where solid fossil fuels are used provision shall be made for the daily hosing out of the boilerhouse. Hoses shall be made available for this purpose.

**FIRE PRECAUTIONS**

- a. 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.
- b. 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.

**TOXIC OR CORROSIVE SUBSTANCES**

The Employer shall ensure that, where chemicals or other toxic or corrosive substances are handled in breakable or open containers, Employees are supplied with, and shall wear as a condition of employment suitable protective clothing and equipment including respirators, and shall receive appropriate instructions in safe handling methods, including the nature and effects of such chemicals and the antidotes and first aid procedures. Employees required to work with acids or acid solutions shall be provided with suitable protective gumboots, rubber aprons and leggings.

**CYTOTOXIC DRUGS**

- a. Where manipulation or reconstitution of cytotoxic drugs is required, it shall be undertaken by, under the supervision of, a qualified Pharmacist.
- b. All staff involved in the preparation of cytotoxic drugs must wear adequate protective clothing as per AS2567-1982 and prior to commencing cytotoxic dispensing, undergo a routine medical examination to be repeated on a regular basis, including the following laboratory tests:-
  - A complete haematological screen, including a white cell differential
  - Liver function tests
  - Serum creatinine
  - Serum electrolyte measurements
  - Urine testing screen
- c. Cytotoxic drugs should be prepared in a specially designed vertical laminar-airflow biological safety cabinet (cytotoxic drug safety cabinet) located within a suitable clean room environment that provides a secondary air barrier to protect the environment from contamination with cytotoxic drugs. Cytotoxic drug safety cabinets should be tested at least every six months during periods of continuous use to ensure it meets requirements in AS2567-1982.
- d. A cytotoxic drug spillage kit should be available in all areas where Cytotoxins are being prepared or reconstituted.
- e. Adequate washing facilities shall be available for scrubbing up prior to cytotoxic dispensing and a shower for emergency decontamination in case of spillage.

# **SCHEDULE B**

## **TOOLS REQUIRED**



**A CARPENTERS**

- i) Carpentry and Joinery work-apron, claw hammer, 1m rule, carpenters pencil, two nail punches, 150mm or 200mm square, 300mm mitre square, ripsaw 4 or 5 point, handsaw 7 or 8 point, panel saw 10 or 11 point, saw set, saw bag with pocket for level, German jack plane, iron smoothing plane No 4, oilstone, soil can, push drill, ratchet screwdriver, 25mm firmer chisel, keyhole saw, coping saw, jack plane No 6, scraper, large screwdriver, small screwdriver, 800mm level (at least), bevel, pair compasses, 12mm bevel-edged chisel, ratchet brace, set of wood bits 25, 22, 19, 16, 13, 10, 6, 4 nail bits, bit roll, chalk line, marking knife, pinch bar, pliers, bench axe, plumb bob, try plane No 7, rebate plane, wood rasp, marking gauge, butt gauge, 225mm bevel, 38mm butt chisel, 38mm firmer or 38mm paring chisel, 6mm bevel-edged chisel, 12mm mortice chisel, 12mm gauge, countersink bit, 5 metre tape, tin snips.
- ii) Joinery machining - 1m rule, plane, oilstone, square, 800mm spirit level, claw hammer, large screwdriver, small screwdriver, marking gauge, pliers, 150mm crescent, 250mm crescent, callipers, two nail punches, hacksaw frame, tool box, apron.

**B ELECTRICIANS**

6 inch combination pliers, 6 inch long nose pliers, 10 inch tin snips, claw hammer, keyhole saw, hacksaw, 1 cold chisel, ½ inch wood chisel, 400 volt tester (Duspol or equivalent), pocket knife, 1 inch wood chisel, small screwdriver, medium screwdriver, 1 large screwdriver, Phillips screwdriver, 6 foot steel tape or 3 foot folding rule, 10 inch multigrips or footprints, 6 inch shifting spanner, 10 inch shifting spanner, Allen keys, side cutter pliers, toolbox or bag, (or the metric equivalents).

**C ENGINEERS**

Sufficient hand tools to efficiently carry out the work on which she/he is employed.

**D PLUMBERS**

1 bent pin, brace (ratchet) bits 13mm to 38mm, 1 dresser 50mm, 1 bossing stick, 1 bossing mallet, 1 compass 200mm, 1 cutting pliers, 1 pocket knife, footprints 225mm, wood chisels 19mm to 45mm, 1 pliers round nose, 1 hacksaw frame (steel), hammers claw and club (1.25kg), paining, plumbob and chalk line, rasp, rule (1 metre or 3 metre minimum and measuring tape), screwdriver (Phillips medium) screwdrivers (small, medium and large), shave hook, snips 180mm and 300mm straight, aviation snips 225mm, level 600mm minimum, square 200mm, chisels cold and plugging, gad 200mm, 1 13mm copper pipe benders, 1 19mm copper pipe benders, corx or swagging tools 13mm and 19mm, thermostat spanner, hole saw to suit 32mm PVC bosses, 1 small stilson 360mm, 1 medium stilson 460mm, 1 spud wrench up to 50mm nut size, 1 basin wrench, 1 strap wrench, kit bag, 1 tool box, 1 trowel pointing, 1 wiping cloth, 1 bevel 250mm, 3 punches small, medium and large, rawl plug drill, 1 scratch cloth, 1 bensine blow lamp for soldering iron, or acetylene solderer's handpiece, 1 expansion bit 22mm to 75mm, 1 keyhole saw handle and three blades, 2 shifting spanners, 150mm to 250mm, nail pocket, 1 pair polygrips 250mm, 1 pair vice grips 180mm, 1 set pipe clamps 1 pinch bar 600mm, 1 drill egg beater, 1 pair 1/8 inch pop rivet pliers, 1 ladle 125mm light, 1 set caulking tools, 1 pencil, element spanner, 1x tap resealing tool, pipe drift 13mm to 50mm.