

**Te Whatu Ora**  
Health New Zealand

**Te Whatu Ora**  
**Health New Zealand**

and

**Te Pūkenga Here Tikanga Mahi**  
**Public Service Association (PSA)**

**Policy Advisory Knowledge and**  
**Specialist Workers Collective**  
**Agreement**

**21 December 2023 – 17 February 2025**

**Mauri mahi, mahi ora.  
Industry begets prosperity.**

He Mihi:

**E ngā mana, e ngā reo, e ngā  
karangarangatanga maha,  
Tēnā koutou, tēnā koutou,  
tēnā koutou katoa.  
No reira, nau mai haere mai,  
whakatau mai.**

Greetings to all, and you who have  
contributed to this work.

**He Whakatauākī:**

**Ehara taku toa i te toa takitahi,  
engari he toa takitini**

Success is not the work of one  
but the work of many

Attributed to Ngāti Kahungunu

The pikorua is a traditional Māori pendant of  
friendship and growth.

The watermark depicts two new shoots growing together,  
the joining of two cultures.

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# 1 About Us

This section sets out the foundation of our relationship and how we want to work together.

## 1.1 Foreword

This agreement is the first national Collective Agreement for professional, advisory, knowledge and specialist healthcare workers in Te Whatu Ora.

It brings employees transferred from the Ministry of Health<sup>1</sup> and the Health Promotion Agency<sup>2</sup> under the Pae Ora legislation and employees including first line managers in Districts and former Shared Service Agencies<sup>3</sup>, who do the same or similar work into one Collective Agreement. This new Collective Agreement represents the importance of this workforce to the success of the health system in Aotearoa.

## 1.2 Te Tiriti o Waitangi

Te Whatu Ora and the PSA acknowledge the importance of Te Tiriti o Waitangi as the constitutional basis of partnership between Māori and the Crown, and the unique status of Māori as tangata whenua of Aotearoa/New Zealand.

Te Whatu Ora and the PSA are committed to implementing Te Tiriti o Waitangi between Māori and the Crown and will promote and enable an understanding of the principles and their implementation in the workplace, including Te Mauri o Rongo – a statement of values, principles, and behaviours that health entities and health workers are expected to demonstrate at a collective, organisational, and individual level.

Te Mauri o Rongo is the foundation for how we will provide healthcare that is more responsive to the needs of, and accessible to, all people living in Aotearoa New Zealand.

Te Whatu Ora's obligations to employees include:

- ensuring all employees have a good understanding of the needs and aspirations of whānau, hapu, iwi, and Māori communities, and building awareness of the aims of He Korowai Oranga – the Māori Health Strategy and Whakamaua: the Māori Health Action Plan 2020 – 2025,
- ensuring all employees have the capability (skills, knowledge, and behaviour) required to engage meaningfully with Māori,
- all employees are supported and empowered by shared values in workplaces that value their contribution, enabling us to best serve whānau and communities to continually improve their health outcomes and contribute to Pae Ora for all,
- ensuring all employees understand the Te Whatu Ora's responsibilities and obligations as a Te Tiriti o Waitangi partner and are able to demonstrate this in our workplace,
- promoting and valuing the use of tikanga Māori, Te Reo Māori, and other Māori cultural practices within Te Whatu Ora such as welcoming our new employees

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<sup>1</sup> Pae Ora (Healthy Futures) Act 2022, Subpart 6, Clause 22, Transfer of certain employees of the Ministry of Health

<sup>2</sup> Pae Ora (Healthy Futures) Act 2022, Subpart 5, Health Promotion Agency, Clause 19 (e)

<sup>3</sup> Health Sector Transfers (District Health Board Shared Services Agencies to Health New Zealand) Order 2022, which transferred the following DHB-owned agencies to Te Whatu Ora: Health Alliance, Healthsource, National Regional Alliance, Health Share, Health Partnerships and Central Region's Technical Advisory Service

through mihi whakatau and having regular waiata/karakia sessions in all Te Whatu Ora locations providing opportunities for Māori employees to develop into and be appointed to leadership roles at all levels within Te Whatu Ora and the wider Public Service,

- providing more opportunities to work in partnership with Māori in relation to the design and development of policies, practices, and projects within Te Whatu Ora,
- encouraging the development in, and the promotion of, Te Reo Māori including Te Tiriti o Waitangi and Te Whatu Ora's obligations to Te Tiriti o Waitangi as part of Te Whatu Ora's induction and ongoing professional development processes.

Te Whatu Ora will demonstrate responsiveness to Māori through early and ongoing engagement with Māori staff to incorporate ideas and feedback and gain a better understanding of Te Ao Māori.

Te Whatu Ora recognises Māori delegates, Te Rūnanga O Nga Toa Awhina (the Māori of the PSA) and Te Rūnanga O Nga Toa Awhina's Nga Kaupapa principles as PSA's commitment to the Treaty of Waitangi.

### 1.3 The Way We Work

Te Whatu Ora and the PSA have developed a way of working together constructively, having built an open and positive relationship. This includes a shared focus to progress the common interests of the two organisations in having a safe, skilled, and supported workforce.

Our aim, in line with the Te Mauri o Rongo, is to support respectful relationships between those working in the health sector and strengthen commitment across the system to achieving equity of outcomes, including providing culturally responsive services. Ultimately, we believe that supporting teams to deliver quality care in a respectful and culturally safe way will improve health outcomes for all of Aotearoa.

Te Whatu Ora and the PSA will always work together in good faith to promote productive employment relationships in collective bargaining and in other dealings with each other. Working in good faith creates a climate of respect, openness, mutual trust, and free and frank communication.

Principles supporting our relationship are:

- An undertaking to always engage with each other in good faith.
- Respecting the independence of the respective organisations including recognition of each other's specific responsibilities and accountabilities
- Raising issues with each other at the earliest possible stage to allow opportunities for a problem-solving approach.
- Using a problem-solving approach in addressing issues aiming to build a view that is generally acceptable and reflects any differing interests.
- Maintaining open and regular communication to keep each other informed, and sharing information ensuring there are no surprises.

## 2 Agreement Formalities

This section explains which employees are covered by this Agreement, describes the parties and states how long this Agreement remains in force. It also explains some key terms that are used throughout the Agreement.

### 2.1 Parties

In accordance with the Employment Relations Act 2000, this collective agreement is made between:

- Te Whatu Ora | Health New Zealand – (hereinafter referred to as the “employer” or “Te Whatu Ora”)

**and**

- The New Zealand Public Service Association | Te Pūkenga Here Tikanga Mahi Incorporated (hereinafter referred to as the “Union” or the “PSA”).

### 2.2 Coverage

**2.2.1** This Collective Agreement covers all permanent and fixed term employees of Te Whatu Ora in National Office, Districts, and former Shared Service Agencies, who are members of the PSA, including first line management.

The following are excluded from coverage of this collective agreement:

- The Chief Executive
- Executive and Senior Leadership Teams
- Directors (including Regional Directors)
- Group Directors of Operations
- Roles that manage other managers
- Chief Advisor or equivalent, Principal Technical Specialists and Principal Analysts
- Members of the P&C and Finance Directorates who interpret/implement/cost employment terms and conditions
- Executive Assistants
- Casual employees
- Clinical roles
- Employees who are within coverage of the PSA/Te Whatu Ora National Health Administration Workers Collective Agreement or any other current PSA/Te Whatu Ora Collective Agreement

**2.2.2** Coverage includes roles established up to ex-MOH CA grade 19. Existing employees with roles established above ex-MOH grade 19 will not be within coverage of this CA unless they are covered by clause 2.2.3 (Grandparented Coverage Provisions). New employees with roles established above ex-MOH CA grade 19 will not be within coverage of this CA.



### **2.2.3 Grandparented Coverage Provisions**

PSA members at the date of ratification who were within coverage of the coverage clause for the ex-MOH CA (February 2020 to February 2023) or ex-HPA (June 2022 to October 2023) but excluded due to the pay rate for their roles being above ex-MOH CA grade 19 will have their coverage grandparented from the date of ratification.

This means that the exclusion in relation to pay bands above ex-MOH CA grade 19 does not apply to these PSA members and they will continue to be covered by the PAKS CA.

The relevant pay-related provisions are set out in Appendix 1 Grandparented Provisions for those with grandparented coverage.

### **2.2.4 Librarians**

The Librarians and Interpreters Pay Equity Settlement Agreement provided pay scales for librarians covered by this CA. These pay scales (part of the Pay Equity Settlement Agreement) are not graded. The exclusion of pay bands above ex-MOH grade 19 does not apply to the librarian pay scales.

## **2.3 New Employees**

The parties agree that any new employee whose work is covered by the coverage clause of this agreement (clause 2.2) shall be employed pursuant to this agreement for the first 30 days of their employment. After that, coverage shall be dependent upon the employee joining the union party to this agreement.

- The employer, as a part of the appointment process, shall provide new employees with PSA membership forms and recruitment materials that have been supplied to the employer by the PSA.
- In the first instance, new employees shall be offered the opportunity to become a member of the PSA. From the date of becoming a union member, the new employee shall be entitled to all the benefits and bound by all of the obligations under this agreement.

## **2.4 Existing Employees**

Where the employee joins the PSA, and this agreement covers their position, that employee's terms and conditions of employment shall, from the date on which they join the PSA, be those contained in this agreement unless otherwise agreed between the parties.

The employer recognises that the employee has an entitlement to seek advice from the PSA in this regard.

## **2.5 Definitions**

The following definitions apply in this collective agreement:

- 2.5.1 Ordinary pay:** has the meaning given to it by the Holidays Act 2003.
- 2.5.2 Ordinary or normal hours:** means 40 hours per week or 80 hours per fortnight.
- 2.5.3 Relevant Daily Pay:** has the meaning given to it by the Holidays Act 2003.
- 2.5.4 Duty/shift:** means a single, continuous period of work required by an employee, excluding overtime, on-call and call-back. A duty shall be defined by a starting and finishing time. When a significant part of a duty falls on a particular day, the whole duty shall be regarded as being worked on that day.
- 2.5.5 Employee:** means any person employed by an employer whose role is covered by this Agreement.
- 2.5.6 Employer:** means Te Whatu Ora Health New Zealand.
- 2.5.7 District:** in the context of Te Whatu Ora/Health New Zealand means the geographic area and the related worksites of the former District Health Board (clause 12, Schedule 1, Pae Ora (Healthy Futures) Act 2022 refers).
- 2.5.8 Fortnight:** means the 14 days commencing midnight Sunday/Monday. When the major part of a shift falls on a particular day, the whole shift shall be regarded as being worked that day.
- 2.5.9 Service:** means the current continuous service with the employer and its predecessors (Hospital and Health Services, Crown Health Enterprises, Regional Health Authorities, Health Funding Authority, Area Health Boards and Hospital Boards), except where otherwise defined in the applicable clause service shall not be deemed to be broken by an absence of fewer than three (3) months. However, where the employee remains actively engaged in related work to their profession or study whilst absent, three (3) months shall extend to 12 months. This period of absence does not count as service for the purpose of attaining a service-related entitlement. Nothing in this Collective Agreement will override service recognised by the ex-MoH CA (February 2020 to February 2023) or ex-HPA (June 2022 to October 2023).
- 2.5.10 Higher Duties:** means work carried out by an employee who, at the employer's request, is substantially performing the duties and carrying the responsibilities of a position or band higher than the employee's own.
- 2.5.11 T1:** means the **ordinary hourly rate of pay**.
- 2.5.12 T1.5:** means one (1) and one-half (1/2) the **ordinary hourly rate of pay**.
- 2.5.13 T2:** means double the **ordinary hourly rate of pay**.

## 2.6 Categories of Employment

- 2.6.1 A Permanent employee** means an employee employed for an indefinite term; that is, an employee who is not employed on a temporary or casual basis. The employee can be full-time or part-time.

**2.6.2 A Fixed-term employee**, as defined by Section 66 of the Employment Relations Act 2000, means an employee employed for a specific limited term for a specified project or situation or, for example, to replace an employee on parental leave or long-term accident or sickness. There is no expectation of ongoing employment. Fixed-term agreements shall not be used to deny staff security of employment. The employee can be full-time or part-time.

## 2.7 Term

This agreement shall be deemed to have come into force on 21 December 2023 and shall expire on 17 February 2025.

## 2.8 Variations

This Agreement may be varied in writing by a signed agreement between Te Whatu Ora and the PSA, subject to their respective ratification processes.

Any variation will apply only to those employees directly affected. Employees are “directly affected” only if their employment terms are altered due to the proposed variation.

## 2.9 New Collective Agreement

### ~~2.9.1 Savings~~

~~In accordance with Section 61 of the Employment Relations Act 2000, an employee bound by this Agreement is entitled to retain any applicable individual terms and conditions not provided by this Agreement.~~

### ~~2.9.2~~ **2.9.1 Grandparented Provisions**

There are a range of grandparented provisions from previous applicable Collective Agreements that remain in place for employees that were previously covered by those provisions. These grandparented provisions are detailed in Appendix 1 of this Collective Agreement.

### **2.9.2 Personal to Holder Terms and Conditions**

Where an employee covered by an Individual Employment Agreement at the date of ratification has additional terms and conditions that relate to matters not provided for in this Collective Agreement and were not raised by either party or considered by the parties in bargaining, this may be raised as a personal to holder matter to be managed in accordance with the Personal to Holder Provisions in Appendix 2 of this Collective Agreement.

For the avoidance of doubt, where a term or condition of the previous Individual Agreement is different from a term or condition of this Collective Agreement, the Collective Agreement will apply except as specified in 2.9.3.

### **2.9.3 Employees on Existing IEAs at Date of Ratification**

Employees covered by this Collective Agreement at date of ratification who had an existing entitlement to up to 5 weeks' annual leave and/or 3 days' paid leave

(known as “My Days” to be taken between December and February) as part of the terms and conditions of their Individual Employment Agreement, will retain these provisions on a personal to holder basis.

Employees covered by this Collective Agreement at date of ratification whose redundancy entitlements as part of the terms and conditions of their Individual Employment Agreement were more favourable than the Collective Agreement, will retain these provisions on a personal to holder basis.

#### **2.9.4 Errors and Omissions**

As significant changes have been made in this Collective Agreement, it is acknowledged that specific terms and conditions may have inadvertently been omitted. This Collective Agreement shall not operate to deprive employees of a benefit that was missed in error. Nor shall it operate to provide an employee with a benefit that was inadvertently included.

Where the parties believe the interpretation of this Agreement does not reflect what was discussed and agreed upon in bargaining, they will meet in good faith to discuss the resolution of the matter.

## 3 Hours of Work

This section describes hours of work and the basis for rostering that meets our commitment to Health, Safety and Wellbeing. It also sets out how pay rates change when working additional hours.

### 3.1 Hours of Work

The parties support a balance between the requirements of work, personal and family commitments. This requires flexibility and co-operation by both Te Whatu Ora and employees.

Te Whatu Ora is committed active participation in managing workloads and working time that achieves staff and management goals and results in realistic work expectations. Te Whatu Ora and the PSA recognise that a degree of stress is a part of the modern workplace. The employer commits to working with staff to develop policies and practices that minimise stress's negative impact on workers' lives and that workloads are reasonable.

### 3.2 Flexible Work

The parties support Te Kawa Mataaho | The Public Service Commission's flexible by default principles:

- If not, why not - All roles are treated as flexible unless there is a genuine business reason for a role not to be. Flexibility is equally available to women, men, and gender-diverse employees, irrespective of the reason for wanting it. Furthermore, working flexibly will not undermine career progression or pay.
- Works for the role - Every role should be suitable for some form of flexibility but not every type of flexibility will work for every role. Genuine business reasons may mean that some types of flexibility cannot be implemented for some roles.
- Works for the service and teams - Flexible working should not be viewed as just agreed between an employee and manager. This means that the impact of flexible arrangements should be considered on teams and the service as a whole.
- Requires give and take - Flexibility requires give and take between the employee, manager, and team. It also places collective obligations on employees, managers, and teams to be open and adaptable so that it works for everyone.
- Mutually beneficial - Flexible working must work for the service, teams, and employees. Consideration should be given to how flexible work arrangements can maintain or enhance service delivery and the performance of the agencies, teams, and employees. It should not result in increased workloads for employees working flexibly or for other team members who are not.
- Actively championed by leaders - Leaders support, champion and role model flexible working for their teams and themselves.

### 3.3 Ordinary Hours of Work

- 3.3.1** Unless otherwise specified, the ordinary hours of work shall be either:
- 40 hours each week worked as not more than five (5) days between 0700 and 1800 hours, Monday to Friday, or
  - 80 hours in each two-week period (14 days), worked as not more than ten (10) days between 0700 and 1800 hours, Monday to Friday, or
  - 80 hours in each two-week period (14 days), worked as not more than ten (10) days, provided that for rostered shift work, the ordinary hours of work may average 40 hours per week during a period of up to seven (7) weeks, or the applicable roster period, whichever is the lesser.
- 3.3.2** Generally, employees should work not more than ten (10) hours per day or more than five (5) consecutive days per week and should have a minimum of nine (9) hours break between working days.
- 3.3.3** Part-time employees will agree their standard hours and pattern of work with their manager and will be paid pro-rata salary according to the proportion of full-time hours they work.
- 3.3.4** Recognising personal circumstances, the standard hours of work may be fixed to ensure coverage of particular business needs. Any working arrangement shall not compromise the maintenance of safe and healthy working conditions.
- 3.3.5** Where employee' hours of work have not been fixed, they may work flexible working hours. This requires them to ensure that they complete their standard hours of work.
- 3.3.6 Grandparented Hours of Work Provisions**
- 3.3.6.1** The 37.55-hour week provided in the ex-MOH CA (February 2020 to February 2023) (clause 4.1) has been grandparented to employees within coverage of the CA prior to the date of ratification of this PAKS Collective Agreement.
- 3.3.6.2** The 37.5-hour week grandparented in the ex-HPA CA (June 2022 to October 2023) (clause 9.3) has continued to be grandparented for the employees that this applies to.

Refer Appendix 1 Grandparented Provisions for details.

### 3.4 Rest Periods

- 3.4.1** Rest breaks benefit workplaces by helping employees work safely and productively.
- 3.4.2** Employees are entitled to paid set rest and unpaid meal breaks as specified in the Employment Relations Act 2000 (including amendments) that:
- give them a reasonable chance during work periods to rest, refresh and take care of personal matters.
  - are appropriate for the length of their working day with Te Whatu Ora.

- 3.4.3** Employees will take a ten (10)-minute break for morning tea and another ten (10) minutes for an afternoon tea break (pro-rata for part-time employees). These breaks form part of the standard working hours.
- 3.4.4** Employees may take lunch any time between 12 noon and 2 pm. A full-time employee must take at least half an hour and no more than two (2) hours for lunch each day. Lunchtime does not count as part of the hours of work.
- 3.4.5** The times that an employee takes meal breaks may need to be fixed for specific areas of Te Whatu Ora to meet defined business needs (e.g. Reception, Sector Operations, IT Service desk). Where this situation arises, the fixed times will be discussed between the employee and their manager taking into consideration the employee's need for flexibility.
- 3.4.6** Except when required for urgent or emergency work and except as provided in 3.4.7 below, no employee shall be required to work for more than five (5) hours continuously without being entitled to a meal break of not less than half an hour.
- 3.4.7** An employee unable to be relieved from the workplace for a meal break shall be entitled to have a meal while on duty, and this period shall be regarded as working time paid at the appropriate rate (the rate payable at that time).
- 3.4.8** Except where provided for clause 3.4.7 above, an employee unable to take a meal after five (5) hours shall, from the expiry of five (5) hours until the time when a meal can be taken, be paid T0.5 in addition to the hourly rate that would otherwise be payable.
- 3.4.9** Rest breaks of ten (10) minutes each for morning tea, afternoon tea or supper, and the equivalent breaks for night duty, where these occur during the duty, shall be recognised as time worked.

## **3.5 Overtime and Time Off In Lieu (TOIL)**

- 3.5.1** Te Whatu Ora recognises that sometimes people are required to work additional hours over and above their standard working hours and acknowledge that when extra time is worked, it will be compensated.
- 3.5.2** If an employee and their manager agree that additional hours will be worked, this will be eligible for overtime or time off in lieu (TOIL). The decision to elect overtime or TOIL is at the discretion of the employee provided it meets the eligibility criteria below.

### **3.5.3 Overtime**

**3.5.3.1** This clause also applies to time worked on Saturdays and Sundays.

**3.5.3.2** Overtime payments will only apply when the employee's base salary is less than \$75,000 per annum. The overtime rate is T1.5 for all hours worked, pro-rata for part-time employees.

### **3.5.4 Data and Digital Workforce**

**3.5.4.1** Data and Digital employees covered by this **Collective Agreement** will continue to be covered by the provisions for overtime that apply in their District or former Shared Service Agency with the exception that Data and Digital employees who were covered by the ex-MOH Collective Agreement (February 2020 to February 2023) will be covered by the provisions in clauses 3.5.3 and 3.5.5.

**3.5.4.2** The above arrangements will continue to apply until superseded by provisions in the new Data and Digital CA

### **3.5.4.3.5.5 Time off in lieu (TOIL)**

**3.5.4.13.5.5.1** Time off in Lieu (TOIL) is available to employees on an 'hour off for each additional hour worked' basis, where an employee works additional hours at their manager's request or with their manager's prior approval.

**3.5.4.23.5.5.2** The employee and their manager will record additional hours worked as TOIL within a fortnight of it being worked and retain the approved record.

**3.5.4.33.5.5.3** TOIL must be taken within three (3) months of being recorded and at a time agreed between the employee and their manager. Where an employee applies for TOIL and is unable to take TOIL within the three (3)-month period, the TOIL will be cashed up at T1 at the end of the three (3)-month period.

**3.5.4.43.5.5.4** Where an employee does not apply for TOIL within this three (3)-month period, the TOIL will be forfeited. An employee must clear any TOIL owing before applying for annual leave.

## **3.6 Variations to Hours of Work Requirements**

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

**3.6.2** Hours of work requirements shall comply with all the provisions of clause 3.3 of this Agreement.

**3.6.3** Hours of work requirements shall reflect actual hours of work and shall be specified in terms of:

- the times of the day for which an employee is required to be available for the ordinary duty hours of work; and
- the days of the week for which an employee is required to be available for the ordinary weekly hours of work; and
- any overtime or on-call requirements or opportunities.

### **3.6.4 Emergencies**



The employer may require variations to hours of work requirements to meet the needs of emergencies.

### **3.6.5 Occasional variations**

Occasional variations to the times of day and/or days of the week to meet service requirements shall be by agreement between the employer and the directly affected employee(s).

### **3.6.6 Long-term/permanent changes to hours of work requirements**

- 3.6.6.1** Except as provided above, where the employer requires an employee to change their hours of work requirements to meet service needs, then a minimum of 12 weeks prior notice of the change shall be given to reach a written agreement between the employee and the employer. Such agreement shall not be unreasonably withheld. A shorter period of notice than 12 weeks may be applied by agreement.
- 3.6.6.2** Should mutual agreement not be reached, the employer reserves the right to use the management of change provisions to effect the change. The employee's representative shall also be advised of the notice of the change at the same time as the employee. The parties note that this provision is not in place of the management of change provisions.
- 3.6.6.3** No employee shall be discriminated against for not agreeing to change their hours of work requirement.

## **3.7 On Call and Call Back**

### **3.7.1 Data and Digital Workforce**

- 3.7.1.1** Data and Digital employees covered by this CA will continue to be covered by the provisions for on-call and callback that apply in their District or former Shared Service Agency with the exception that Data and Digital employees who were covered by the ex-MOH Collective Agreement (February 2020 to February 2023) will be covered by the provisions in clause 3.7.2 below.
- 3.7.1.2** In the case of Northland District, Data and Digital employees will be covered by the interim arrangement for on-call and callout provisions<sup>4</sup> which will apply until superseded.
- 3.7.1.3** The above arrangements will continue to apply until superseded by provisions in the new Data and Digital CA

### **3.7.2 Other employees**

The following provisions for on-call and callback apply to all other employees covered by the PAKS CA.

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<sup>4</sup> *Interim Clinical Lead Allowances and On-Call / Callback Arrangements for National Service Delivery and Enabling Teams, 8 December 2023*

### **3.7.2.1 On-call**

An on-call allowance is payable when an employee is required by Te Whatu Ora to be available for work, on a rostered basis or over holiday periods, as required outside of their regular working day. On-call means that for the duration of the period on on-call duty the employee is required to be:

- Contactable; and
- Available to return to work at short notice or work remotely; and
- In a fit state to work.

The On-call allowance will be \$255 per week (note a week is seven (7) days).

### **3.7.2.2 Call-back**

Employees required to respond to a call-back will also receive a call-back allowance. The allowance will be paid at T1.5 of the employee's hourly rate for actual worked with a minimum payment of three (3) hours (including travel if the employee is required to return to work).

## 4 Leave

This section sets out leave entitlements, including:

- annual leave and service leave
- public holidays
- sick and domestic leave
- tangihanga/bereavement leave
- parental leave
- long service and various other types of leave.

Our leaders will support employees to take leave when it is needed.

### 4.1 Public Holidays

**4.1.1** Employees will be entitled to 12 public holidays per year in addition to annual leave. These days will be those specified in the Holidays Act 2003 and listed below:

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

#### **4.1.2 Taking public holidays**

If any public holiday falls on a weekend, it is transferred to the preceding or next non-holiday weekday.

#### **4.1.3 Payment for public holidays**

- 4.1.3.1** Where the public holiday in question would normally be a working day for the employee, they will be paid for that holiday at their normal daily rate.
- 4.1.3.2** Employees will be entitled to be paid for the time worked on a Public Holiday at the rate of time and a half (T1.5) of their relevant daily pay, or time and a half (T1.5) of the portion of average daily pay (if applicable) that relates to time worked on the day.
- 4.1.3.3** Employees will also receive an alternative paid holiday of one (1) day at a later date. The timing of this leave being taken is to be agreed between the manager and the employee as specified in the Holidays Act 2003.

#### **4.1.4 Annual Closedown**

To enable employees and Te Whatu Ora to prepare for the annual closedown, Te Whatu Ora will announce the dates Te Whatu Ora will 'closedown' for the Christmas/ New Year period and the number of days of annual leave that employees will be required to take at this time, no later than 31 August each year.

**Note:** This provision will only apply to locations or areas of Te Whatu Ora where it is of normal practice at the time of the Collective Agreement coming into force.

## **4.2 Annual Leave**

- 4.2.1** All employees shall be entitled to four (4) weeks of annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause. On completion of five (5) years of recognised **service**, the employee shall be entitled to five (5) weeks of annual leave each year. For this clause, "**service**" shall be as defined in clause 2.5.9.
- 4.2.2** Annual leave is to be taken within 12 months of entitlement becoming due. Where the annual leave is not taken within 24 months of being accrued, and there is no agreement on when the leave is to be taken, the employer may direct the employee to take annual leave with a minimum of four (4) weeks' notice.

Noting:

- Annual leave may be granted in one (1) or more periods.
- In accordance with the Holidays Act 2003, the employee shall be given the opportunity to take two (2) weeks leave at one (1) time.
- Annual leave shall be taken to fit in with service/work requirements and the employee's need for rest and recreation.
- When an employee ceases employment, wages shall be paid for accrued annual leave, including shift leave, and the last day of employment shall be the last worked.
- An employee may anticipate up to one (1) year's annual leave entitlement at the employer's discretion.

Parental Leave: The provisions of the Parental Leave and Employment Protection Act 1987 shall apply in relation to annual leave when an employee takes a period of parental leave or returns to work from parental leave in accordance with clause 4.7 of the Agreement.

#### **4.2.3 Grandparented Annual Leave Provisions**

**4.2.3.1** The annual leave entitlement in the ex-MOH CA (February 2020 to February 2023) (clause 7.1 Annual Leave) of four (4) weeks and two (2) days annual leave per year for the first four (4) years of service is grandparented to employees within coverage of the ex-MOH CA prior to the date of ratification of this PAKS Collective Agreement.

**4.2.3.2** The provisions for annual leave banking and salary trade provided in the ex-MOH (February 2020 to February 2023) CA (clause 7.1.1) and in the ex-HPA (June 2022 to October 2023) CA (clause 18.4 and 18.5) have been grandparented.

Refer Appendix 1 Grandparented Provisions for details.

### **4.3 Sick Leave**

**4.3.1** In applying the provisions of this clause, the parties note:

- their agreed intent to have healthy staff and a healthy workplace,
- that staff attending work unwell is to be discouraged, and the focus is on patient and staff safety,
- that they wish to facilitate a proper recovery and a timely return to work,
- that staff can have sick leave and domestic absences calculated hourly.

**4.3.2** In accordance with the Holidays Act 2003, on appointment, an employee shall be entitled to ten (10) working days leave for sick or domestic purposes during the first 12 months of employment and up to an additional ten (10) working days for each subsequent 12-month period. Casual employees are entitled to sick leave as per the Holidays Act.

**4.3.3** Statutory sick leave as prescribed in the Holidays Act 2003 (annual entitlement and up to ten (10) days' unused from the previous year) is paid at relevant daily pay. Additional contractual or discretionary sick leave taken or approved is paid at normal rates of pay (T1 rate only).

**4.3.4** A medical certificate may be required to support the employee's claim.

**4.3.5** Sick leave is to be debited on an hour-for-hour basis except for absence of fewer than two (2) hours shall not be debited against sick leave. This includes absences to attend health appointments relating to the monitoring and treatment of medical issues, illness, sickness, or injury wherever possible such appointments shall be made at the beginning or end of the shift.

**4.3.6** The employee can accumulate unused sick leave to a maximum of 260 days.

**4.3.7** The provisions of this clause are inclusive of the provisions of the Holidays Act 2003.

#### **4.3.8 Domestic Leave**

**4.3.8.1** Domestic leave is used when the employee must care for a dependent of the employee. A dependant is anyone who depends on the employee for care at that time.

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

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

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

#### **4.3.9 Additional Discretionary**

If an employee has no entitlement left, they are entitled to apply for up to ten (10) days' discretionary leave per annum. The employer recognises that discretionary sick and domestic leave ensures reasonable support to staff being absent from work where their entitlement is exhausted. Therefore, the first five (5) days of discretionary leave shall be approved on the same basis as leave under clause 4.3.2

**4.3.9.1** In considering the next five (5) days' discretionary leave, the employer shall take into account the following:

- the employee's length of service
- the employee's attendance record
- the consequences of not providing the leave
- any unusual or extenuating circumstances

**4.3.9.2** Requests should be considered at the closest possible level of delegation to the employee and in the quickest time possible. Reasons for a refusal shall, when requested by the employee, be given in writing and, before refusing a request, the decision maker is expected to seek appropriate guidance.

**4.3.9.3** An employee may be granted further anticipated sick or domestic leave at the employer's discretion. Any anticipated leave taken in excess of an employee's entitlement at the time of cessation of employment may be deducted from the employee's final pay.

#### **4.3.10 Minor Illness**

Where an employee is suffering from a minor illness which could have a detrimental effect on the patients or other staff in the employer's care, the employer may, at its discretion, either:

- place the employee on suitable alternative duties, including working from home (where appropriate); or

- direct the employee to take leave on full pay. Such leave shall not be a charge against the employee's sick and domestic leave entitlement.

#### **4.3.11 Grandparented Sick Leave Provisions**

The entitlement to sick leave of 12 days per year for the first two (2) years and 15 days per year thereafter has been grandparented to employees within coverage of the ex-MOH (February 2020 to February 2023) CA (clause 7.4) prior to the date of ratification of this PAKS Collective Agreement. In the event that this clause would reduce current leave entitlements, existing leave continues to apply.

Refer to Appendix 1 Grandparented Provisions for details.

## **4.4 Sickness During Paid Leave**

**4.4.1** When sickness occurs during paid leave, such as annual or long service leave, the leave may be debited against the sick leave entitlement (except where the sickness occurs during leave following resignation) provided that:

**4.4.1.1** If the period of sick leave is more than three (3) days, a medical certificate is produced.

**4.4.1.2** In cases where the period of sickness extends beyond the approved period of annual or long service leave, approval will also be given to debiting the portion, which occurred within the annual leave or long service leave period against sick leave entitlement, provided the conditions in clauses 4.4.1 and 4.4.1.1 above apply.

**4.4.1.3** Annual leave or long service leave may not be split to allow periods of illness of three (3) days or less to be taken.

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

**4.4.3** Where an employee has a consistent pattern of short-term Sick Leave, or where those absences are more than ten (10) working days/shifts or more in a year, then the employee's situation may be reviewed in line with the employer's policy and Sick Leave practices. The focus of the review will be to assist the employee in establishing practical arrangements to recover.

## **4.5 Bereavement /Tangihanga Leave**

**4.5.1** The employer shall approve bereavement leave on pay for an employee to discharge any obligation or to pay respects to a Tūpāpaku / deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent) or hura kōhatu / unveiling. This also includes stillbirth and miscarriage. The length of time off shall be at the discretion of the employer and should not be unreasonably withheld and will be exercised in accordance with the Holidays Act 2003.

- 4.5.2 If bereavement occurs while an employee is absent on annual leave, sick leave on pay, or any other special leave on pay, such leave may be interrupted, and bereavement leave granted in terms of clause 4.5.1.
- 4.5.3 This provision will not apply if the employee is on leave without pay.
- 4.5.4 In granting time off, therefore, and for how long, the employer must administer these provisions in a culturally appropriate manner, especially in the case of Tangihanga.
- 4.5.5 The employer agrees that on application, it may be appropriate to grant leave without pay in order to accommodate various special bereavement needs not recognised in clause 4.5.1 above.

## 4.6 Long Service Leave

- 4.6.1 An employee shall be entitled to long service leave of one (1) week upon completion of a five (5)-year period of service as defined in clause 2.5.9. Such entitlement may be accrued. However, any service period for which a period of long service leave has already been taken or paid out shall not count towards this entitlement.
- 4.6.2 Long Service Leave will be paid for each week of leave on the same basis as annual leave (clause 4.2) in accordance with the Holidays Act 2003. This will be based on the employee's FTE status at the time of taking the leave wherever practicable long service leave is to be taken in periods of not less than a week.
- 4.6.3 Leave without pay in excess of three (3) months taken on any one (1) occasion will not be included in the five (5)-year qualifying period, with the exception of Parental Leave.
- 4.6.4 The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment.
- 4.6.5 In the event of the death of an employee who was eligible for long service leave but has not taken the leave, any monies due will be paid to the deceased's estate.

### 4.6.6 Grandparented Long Service Leave Provisions

- 4.6.6.1 The historic grandparented provisions in the ex-MOH CA (February 2020 to February 2023) (clause 7.3) which recognise previous long service provisions continue to be grandparented to the employees to whom this applied and who were within coverage of the ex-MOH CA prior to the date of ratification of this PAKS CA.
- 4.6.6.2 The long service provisions in the ex-HPA CA June 2022 to October 2023 are grandparented, with the proviso that employees within coverage of the ex-HPA CA prior to ratification of this PAKS CA may opt to be covered by the long service provisions of the PAKS CA.

Refer to Appendix 1 Grandparented Provisions for details.



## 4.7 Parental Leave

### 4.7.1 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 and are to be read in conjunction with the Parental Leave and Employment Protection Act 1987 (referred to as the Act in this clause), provided that where this clause is more favourable to the employee, the provisions of this clause shall prevail.

### 4.7.2 Entitlement and eligibility

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

- in respect of every child born to them or their partner.
- in respect of every child up to and including five (5) years of age adopted by them or their partner.

**4.7.2.2** Where two (2) or more children are born at the same time or adopted within a one (1)-month period, for the purposes of these provisions, the employee's entitlement shall be the same as if only one (1) child had been born or adopted.

**Note:** Whāngai arrangements are included in situations where the employee becomes a primary carer for one (1) or more children.

### 4.7.3 Length of Parental Leave

**4.7.3.1** Parental leave of up to 12 months is to be granted to employees with at least one (1) years' service at the time of commencing leave.

**4.7.3.2** Parental leave of up to six (6) months is to be granted to employees with less than one (1) years' service at the time of commencing leave.

**4.7.3.3** Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of the employer.

**4.7.3.4** 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.

**4.7.3.5** Except as provided for in clause 4.7.17, Parental Leave is unpaid.

**4.7.4** In cases of adoption of children of less than five (5) years of age, parental leave shall be granted in terms of clauses 4.7.2 and 4.7.3, providing the intention to adopt is notified to the employer immediately the following advice from Child, Youth and Family 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.

**Note:** Whāngai arrangements are included as primary care placements for the purposes of this clause.

**4.7.5** Employees intending to take parental leave are required to give at least one (1) months' notice in writing, and the application is to be accompanied by a certificate signed by a registered medical practitioner or midwife certifying the expected date of delivery. The provision may be waived in the case of adoption.

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

**4.7.7** An employee absent on parental leave is required to give at least one (1) months' notice to the employer of their intention to return to duty. When returning to work, the employee must report to duty not later than the expiry date of such leave.

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

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

**4.7.9 Job protection**

Subject to clause 4.7.12, 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:

**4.7.9.1** at the equivalent salary band;

**4.7.9.2** at the equivalent weekly hours of duty;

**4.7.9.3** in the same location or another location within reasonable commuting distance; and

**4.7.9.4** involving responsibilities broadly comparable to those experienced in the previous position.

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

**4.7.11** Parental leave shall be recognised towards service-based entitlements, i.e., annual leave and sick leave. However, parental leave will not contribute to Retiring Gratuities allowance calculations.

**4.7.12 Ability to Hold Position Open**

- 4.7.12.1** Where possible, the employer must hold the employee's position open or fill it temporarily until the employee return from parental leave. However, in the event that the employee's position is a "key position" (as contemplated in the Parental Leave and Employment Protection Act 1987), the employer may fill the position on a permanent basis.
- 4.7.12.2** 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 4.7.9 above) is not available, the employer may approve one of the following options:
- 4.7.12.3** 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
- 4.7.12.4** an offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in clause 4.7.9 above for up to 12 months; or
- 4.7.12.5** the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee, the employee shall continue on extended parental leave in terms of 4.7.12 above for up to 12 months:
- 4.7.12.6** Provided that, if a different position is accepted and within the period of extended parental leave in terms of 4.7.12, the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or
- 4.7.12.7** Where extended parental leave in terms of 4.7.12 above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 10.4 of this Agreement.
- 4.7.13** If the employee declines the offer of appointment to the same or similar position in terms of clause 4.7.9 above, parental leave shall cease.
- 4.7.14** Where, for reasons pertaining to the pregnancy, an employee, on medical advice and with the consent of the employer, elects to work reduced hours at any time prior to confinement, then the guaranteed proportion of full-time employment after parental leave shall be the same as that immediately prior to the enforced reduction in hours.
- 4.7.15** Parental leave absence filled by temporary appointee - If a position held open for an employee on parental leave is filled on a temporary basis, the employer must inform the temporary appointee that their employment will terminate on the return of the employee from parental leave.
- 4.7.16** Employees on parental leave may, from time to time and by agreement, work occasional duties during the period of parental leave, and this shall not affect the rights and obligations of either the employee or the employer under this clause.

#### **4.7.17 Paid Parental Leave**

Where an employee takes parental leave under this clause, meets the eligibility criteria in 4.7.2 (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full time) for a period of 14 weeks.

**4.7.18** The payment shall be made from the commencement of the parental leave and shall be calculated at the base rate (pro rata if applicable) applicable to the employee for the six (6) weeks immediately prior to the commencement of parental leave.

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

**4.7.20** Where 4.7.3 applies, and both partners are employed by the employer, the paid parental leave top-up will be made to only one (1) employee, the employee who has primary care of the child.

**4.7.21 Reappointment After Absence Due To Employees who** resign to care for a dependent preschool child or children may apply to their former employer for preferential appointment to a position which is substantially the same in character and at the same or lower grading as the position previously held.

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

The total period of childcare absence allowed is four (4) years plus any increases in lieu of parental leave. Longer absence renders a person ineligible for preferential appointment.

Persons seeking reappointment under childcare provisions must apply to the former employer at least three (3) months before the date on which they wish to resume duties.

This application for reappointment must be accompanied by the following:

**4.7.21.1** The birth certificate of the preschool child or children; and

**4.7.21.2** A statutory declaration to the effect that the absence has been due to the care of a dependent preschool child or children, that the four (4)-year maximum has not been exceeded, and that paid employment has not been entered into for more than 15 hours per week. Where paid employment has exceeded 15 hours per week, the reappointment is at the discretion of the Chief Executive or delegate.

**4.7.22** The employer shall make every effort to find a suitable vacancy for eligible applicants as soon as their eligibility for preferential re-entry is established. Appointment to a position may be made at any time after the original notification of intention to return to work, provided the appointee agrees.

Where:

- 4.7.22.1 The applicant meets the criteria for eligibility; **and**
- 4.7.22.2 There exists at the time of notification or becomes available within the period up to two (2) weeks before the intended date of resumption of duties a position which is substantially the same in character and at the same or lower grading as the position previously held; **and**
- 4.7.22.3 The applicant has the necessary skills to fill the vacancy competently; then, the applicant under these provisions shall be appointed in preference to any other applicant for the position. Absence for childcare reasons will interrupt **service** but not break it.
- 4.7.22.4 The period of absence will not count as **service** for the purpose of sick leave, annual leave, retiring leave or gratuities, long service leave or any other leave entitlement.

#### 4.7.23 Grandparented Parental Leave Provisions

The provision in the ex-MOH CA (February 2020 to February 2023) for an ex-gratia payment on return to work (clause 7.6.8) has been grandparented to provide for employees within coverage of the ex-MOH CA who are on parental leave at the date of ratification of this PAKS CA.

Refer to Appendix 1 Grandparented Provisions for details.

## 4.8 Family Violence Leave

- 4.8.1 The employer is committed to supporting staff that experience family violence, and staff seeking to address their issues with Violence as and when the occurrence of the violence is raised with the employer.
- 4.8.2 Employees affected by family violence have rights under the Employment Relations Act 2000, Holidays Act 2003 (relating to Family Violence Leave (ss72A-72)) and the Human Rights Act 1993.
- 4.8.3 In addition, any staff member experiencing family violence should talk to their manager or the People and Communications team regarding the support available under the Family Violence (or equivalent) policy.

## 4.9 Special / Discretionary Leave

- 4.9.1 An employee may apply for leave without pay and the employer will make reasonable efforts to accommodate such requests. Each application will be considered according to its merits with a decision made taking account of the circumstances of the individual as made known to the employer and the operational needs of the employer.
- 4.9.2 All annual leave will be expected to be taken prior to the commencement of extended leave without pay. Approved discretionary leave without pay for periods in excess of one (1) month will be regarded as extended discretionary leave.

- 4.9.3** For extended discretionary leave without pay of more than one (1) month and up to three (3) months, the position will be held open, and service will be interrupted but not broken.
- 4.9.4** For extended discretionary leave without pay of more than three (3) months and up to 15 months the employee is not guaranteed placement in either the same job or a new job at the end of the period of leave. If a suitable position is found, their service will then be treated as interrupted but not broken. The employee will be given preference for a period of three (3) months for appointment to suitable vacancies. If no job is found before the end of the preference period, the employment will terminate without entitlement to severance. The last day of service will be recognised as the original date that the extended leave commenced.
- 4.9.5** No single period of discretionary leave without pay will be longer than 15 months.

#### **4.10 Jury Service/Witness Leave, Voluntary and Military Related Leave**

- 4.10.1** Employees called on for jury service are required to serve. Where the need is urgent, the Employer may apply for a postponement because of particular work needs, but this may be done only in exceptional circumstances.
- 4.10.2** 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).
- 4.10.3** Where leave on pay is granted, a certificate is to be given to the employee by the Employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of juror's fees and expenses paid. The employee is to pay the fees received to the employer but may retain expenses.
- 4.10.4** Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the employee is not required by the Court, the employee is to report back to work where this is reasonable and practicable.
- 4.10.5** Where an employee is required to be a witness in a matter arising out of their employment, they shall be granted paid leave at the salary rate consistent with their normal rostered duties. The employee is to pay any fee received to the employer but may retain expenses.

#### **4.10.6 Volunteer or Military Service**

- 4.10.6.1** Volunteer Service will be allowed in accordance with the Volunteers Employment Protection Act 1973 (including any amendments or replacement).
- 4.10.6.2** An employee will be entitled to paid time of up to 12 weeks for initial training and up to four (4) weeks each year thereafter will be provided. The employee will refund the lesser amount of either salary or military pay. Additional leave without pay of up to 12 months will be made available to employees undertaking peacekeeping duties.

## 5 Health, Safety and Wellbeing

This section describes our joint commitment to keeping employees safe and well in the workplace.

### 5.1 Intent

- 5.1.1** The employer and employees shall comply with the provisions of the Health and Safety At Work Act 2015 and subsequent amendments. The parties to this agreement agree that employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken, including the provision of protective clothing/ equipment (as per clause 5.4 of this agreement)
- 5.1.2** It shall be the responsibility of the employer to ensure that the workplace meets the required standards, and that adequate and sufficient safety equipment is provided.
- 5.1.3** It shall be the responsibility of every employee covered by this agreement to work safely and to report any hazards, accidents, or injuries as soon as practicable to the appropriate person. It is a condition of employment that safety equipment and clothing required by the employer is to be worn or used and that safe working practices must be observed at all times.
- 5.1.4** Attention is also drawn to the employer's policies and procedures on health, safety, and wellbeing; this includes the Worker Participation Agreement (WPA), where this is agreed upon between the parties.
- 5.1.5** The employer recognises that to fulfil their function Health and Safety Representatives (HSRs) require adequate training, time, and facilities. The Health and Safety at Work Act 2015 requires employers to allow a health and safety representative to spend as much time as is reasonably necessary to perform their functions or exercise their powers under the Act (clause 10(c), Schedule 2).
- 5.1.6** The parties to the Agreement recognise that effective Health and Safety Committees are the appropriate means for providing consultative mechanisms on Health and Safety issues in the workplace.

### 5.2 ACC and Sick Leave

#### 5.2.1 Work-related Accidents

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



and other expenses or for financial disadvantage incurred as a result of a work-related accident. This agreement will be on a case-by-case basis.

### **5.2.2 Work-related assaults**

Where an employee is incapacitated as a result of a workplace assault and that employee is on earnings-related compensation, then the employer will top up the ACC payments to 100% of the normal/ordinary rate of pay during the period of incapacitation. This shall not be debited against the employee's sick leave. The employer will reimburse the employee for any costs incurred that are part charges for ACC agreed treatment and other associated ACC expenses.

### **5.2.3 Non-Work-related Accidents**

Where the employee requests, the employer shall supplement the employee's compensation by 20% of the base salary, and this shall be debited against the employee's sick leave up to the extent of the employee's paid sick leave entitlement.

### **5.2.4 Accidents – Transport of injured employees**

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

## **5.3 Harassment Prevention**

**5.3.1** Employees should refer in the first instance to the provisions and procedures specified in the employer's Harassment Policy. The employee's attention is also drawn to clause 9 (Employment Relationship Problems). Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence and other forms of intimidating behaviour.

**Note:** Guidelines for Supervisors and Guidelines for Complainants are available from the People and Communications team.

## **5.4 Protective Clothing and Equipment**

**5.4.1** Suitable protective clothing, such as for infection control, sterile environments, or other reasons, shall be provided, maintained, and cleaned at the employer's expense, and is the property of the employer. Where the employer and employee agree, the employee may purchase appropriate protective clothing / footwear / prescription eyewear and the employer will reimburse actual and reasonable costs.

**5.4.2** Where the employer supplies protective clothing and safety wear (footwear, eye protection, gloves, etc.), it shall remain the property of the employer and shall be laundered or otherwise cleaned free of charge and replaced on a fair wear and tear basis. These items will be supplied free of charge to the individual employee.

### **5.4.3 Grandparented Vision and Hearing Provisions**

The entitlement to vision and hearing tests and corrective eyewear and hearing apparatus in the ex-MOH CA (February 2020 to February 2023) (clause 9.2) and in the ex-HPA CA (June 2022 to October 2023) (clause 14) have been grandparented to employees within coverage of the ex-MOH CA and ex-HPA CA prior to the date of ratification of this PAKS CA.

Refer to Appendix 1 Grandparented Provisions for details.

## **5.5 Employee Assistance Programme**

**5.5.1** Te Whatu Ora is committed to the wellbeing of its employees.

The Employee Assistance Programme (EAP) provides employees with free, confidential, and professional help to assist with issues affecting their work performance. Counselling is about helping employees understand their situation, consider options, and find answers that work for them.

**5.5.2** EAP can assist employees with issues such as (but are not limited to those listed below):

- stress
- relationship issues
- loneliness
- anxiety
- depression
- addiction
- child and family difficulties
- psychological problems
- conflicts at home or in the workplace
- harassment
- grief
- violence
- dealing with change
- poor health.

## **5.6 Medical Incapacity/Retirement**

### **5.6.1 Medical Retirement**

- 5.6.1.1** An employee may apply to or be required to retire on medical grounds if, as a result of either physical or mental ill-health, the employee becomes incapable of the proper ongoing performance of their duties.
- 5.6.1.2** Where the Te Whatu Ora decides to end the employee's employment on the grounds of medical retirement, the employee will be paid 65 days plus notice. If the employee works part time, this will be prorated accordingly. Termination of employment is the option of last resort.

## 6 Training and Development

This section sets out how employees will be supported with training and development.

### 6.1 Professional Development

**6.1.1** Te Whatu Ora is committed to providing a learning culture where employees are supported to work safely and effectively.

Managers and individual employees will together identify learning and development opportunities, and regularly review together. These opportunities can include:

- coaching, feedback, and mentoring
- learning on-the-job
- involvement in projects
- undertaking higher duties or new task experiences (e.g. secondments)
- supporting time for self-study programmes
- internal training programmes
- attendance of courses
- membership of professional organisations

#### 6.1.2 Career development and study

**6.1.2.1** Te Whatu Ora aims to encourage and provide employees covered by this agreement with appropriate career development opportunities to help them reach their potential.

**6.1.2.2** Employees and their manager will discuss career development opportunities relevant to their current and future roles when they discuss their annual performance and development plan (PDP). This may include agreeing on the type and conditions of support to be provided by the employer.

**6.1.2.3** An employee may be granted reasonable study leave to undertake a programme of study at the prior approval of the employer. The programme of study must be relevant to both the employee's professional development and the operations and development of the Ministry.

**6.1.2.4** Support for study leave will include paid study leave of up to six (6) hours per week. Additional support for study leave may also include additional paid or unpaid leave and support for attendance at lectures, tutorials, workshops and attendance and preparation for examinations or assessments; contributions to course fees; and the use of work facilities and technology.

**6.1.2.5** The employer, in consultation with the employee, will determine the support and leave to be approved for study, by taking into account:

- The time commitment required and the workload of the employee.

- The impact of the leave on the work of the organisation and on the workload of the employee and others.
- The study programme requirements (i.e. attendance at lectures and workshops etc.).
- Affordability of providing the support to the employee.

## 7 Union Rights and Representation

This section sets out the rights of employees to join and be represented by the PSA and the right of the PSA to consult and inform members in the workplace.

It covers deductions of union membership fees, union meetings, employment relations education leave, and access.

Leaders will support delegates to participate in union activities.

### 7.1 Union Recognition

**7.1.1** Te Whatu Ora and the PSA are committed to giving effect to Te Mauri o Rongo – a statement of values, principles, and behaviours that health entities and health workers are expected to demonstrate at a collective, organisational, and individual level.

**7.1.2** Te Whatu Ora acknowledges and recognises the PSA, its officers, officials, and delegates as representatives of the union in the workplace. This includes recognising the PSA's right to independently represent the collective interest of members and the responsibility of the Chief Executive and manage their agency under legislation.

**7.1.3** Principles underpinning this relationship:

- Respect for the independence of each organisation including recognition of each other's specific responsibilities and accountabilities and our mutual and differing interests.
- Advancing the effectiveness of Te Whatu Ora and its ability to provide quality health services and outcomes that is responsive to the needs of, and accessible to, all people living in Aotearoa and to manage within the resources available and meet its statutory obligations.
- Acknowledgement that as the collective representative and lead of its members in Te Whatu Ora, the PSA is a key stakeholder in Te Whatu Ora
- That wherever possible issues are addressed and resolved at the lowest level closest to where they arise.
- A relationship based on honesty and no surprises.
- Sharing of information enabling timely and effective participation in decision making processes.
- The use of problem-solving approaches to work through matters aiming to build a view that is generally acceptable and
- An undertaking to always engage with each other in good faith.

## **7.2 Elected PSA Delegates**

- 7.2.1** The role of the elected delegate is to be the PSA representative in the workplace. In this role, they may bring issues to management's attention, represent employees over particular matters, or act as a liaison between management and the members. To carry out these functions effectively, delegates need to have time to recruit and meet with members, attend Delegates meetings, and attend regional and national PSA and union forums.
- 7.2.2** Te Whatu Ora supports regular communication between delegates and management to promote a productive working relationship with appropriate confidentiality. Te Whatu Ora will also support opportunities for delegates to raise their workplace profile with management and members through leadership forums, management training, Te Whatu Ora induction/orientation programmes.
- 7.2.3** Time will be given for delegates to carry out their PSA duties in balance with their regular duties. Prior approval for such activity shall be obtained from the manager in the area, and such approval shall not be unreasonably withheld.

## **7.3 Deduction of PSA Subscriptions**

- 7.3.1** The employer shall deduct union fees from the wages/salaries of employees when authorised in writing by members. In addition, the employer shall provide the PSA with a list of employees whom they are making deductions from on a quarterly basis on request.

## **7.4 Union Meetings**

- 7.4.1** The employer shall allow every employee covered by this collective agreement to attend on ordinary pay, two (2) meetings (each of a maximum of two (2) hours' duration) of their union in each year (being the period beginning on the first day of January and ending on the following 31st day of December). This is inclusive of any statutory entitlement.
- 7.4.2** The union shall give the employer at least 14 days' notice of the date and time of any meeting to which clause 7.4.1 of this clause applies.
- 7.4.3** The union shall make such arrangements with the employer as may be necessary to ensure that the employer' business is maintained during any meeting, including, where appropriate, an arrangement for sufficient employees to remain available during the meeting to enable the employer's operation to continue.
- 7.4.4** Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any employee for a period greater than two (2) hours in respect of any meeting.

**7.4.5** Only employees who actually attend a union meeting shall be entitled to pay in respect of that meeting and to that end the union shall supply the employer with a list of employees who attended and shall advise the employer of the time the meeting finished.

## **7.5 Leave to Attend Employment Relations Education Leave**

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

**7.5.2** EREL: the number of days education leave granted is based on the formula of 35 days for the first 281 employees (employees covered by this document who have authorised the PSA to act on their behalf) and a further five (5) days for every 100 full time equivalent (defined as an employee who works 30 hours or more per week) eligible employees or part of the number which exceeds 280.

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

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

### **7.5.5 Grandparented PSA Personal Development Days Provision**

The entitlement in the ex-MOH CA February 2020 to February 2023 (clause 5.3) for employees within coverage to have two (2) personal development days per year is grandparented to employees within coverage of the ex-MOH CA prior to the date of ratification of this PAKS CA.

Refer to Appendix 1 Grandparented provisions for details.

## **7.6 Right of Entry**

The authorised officers of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises for the purposes of union business or interviewing any union member or enforcing this Agreement, including where authorised access to wages and time records, but not so as to interfere unreasonably with the employer's business.



## 8 Terms of Employment

This section sets out the terms of employment.

### 8.1 Notice Period

- 8.1.1** The employee/employer may terminate the employment agreement with four (4) weeks' written notice, unless otherwise negotiated with the employer. Agreement for a shorter notice period will not be unreasonably withheld. When the agreed notice is not given, the unexpired notice may be paid or forfeited by the party failing to give the agreed notice.
- 8.1.2** This shall not prevent the employer from summarily dismissing any employee without notice for serious misconduct or other good cause in accordance with the employing DHB's disciplinary procedures and/or rules of conduct.

### 8.2 Payment of Salary

- 8.2.1** Salaries and wages shall be paid fortnightly by direct credit to a bank account nominated by the employee.
- 8.2.2** Employees can access their pay slip/pay slip history using the Te Whatu Ora intranet.

### 8.3 Superannuation

Unless an employee is already receiving an employer contribution to a superannuation scheme, when an employee becomes (or where an employee is already) a member of a KiwiSaver scheme (as defined in the KiwiSaver Act 2006), the employer agrees to make an employer contribution to the employee's KiwiSaver scheme in accordance with the requirements of the KiwiSaver Act 2006.

### 8.4 Travelling on Employer Business

- 8.4.1** When travelling on employer business, the employee will be reimbursed for costs on an actual and reasonable basis on the presentation of receipts, including staying privately.
- 8.4.2** Where mutually agreed, employees who use their motor vehicles on employer business shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time.
- 8.4.3** Any change to this rate shall be effective from the first pay period following the date of promulgation by the IRD.

## 8.5 Uniforms

**8.5.1** Where the employer requires an employee to wear a uniform, it shall be provided free of charge and remains the property of the employer. Uniforms will be replaced on a fair wear and tear basis.

### 8.5.2 Damage to personal clothing

An employee shall be reasonably compensated for damage to personal clothing worn on duty or reimbursed for dry cleaning charges for excessive soiling to personal clothing worn on duty, provided the damage or soiling did not occur as a result of the employee's negligence or failure to wear the protective clothing provided. Each case shall be determined on its merits by the employer.

## 8.6 Legal Liability

**8.6.1** The Employer agrees to indemnify employees for legal liability for costs and expenses, including legal representation where required., in respect of claims or proceedings brought against the employer or employee whilst acting in the course of employment arising in respect of any:

- Negligent act, or
- Error, or
- Omission.

**8.6.2** Employees will not be covered where such claim, action or proceeding arises from any:

- wilful or deliberate act, or
- relates to activities undertaken by the employee that is outside the scope of the employment agreement with the employer, or
- relates to activities undertaken by the employee that are:
  - outside the scope of practice, or
  - the employee's position.

**8.6.3** Provided that any such reasonable costs or expenses are first discussed with the employer before are incurred. If the employer identifies a conflict of interest, the employer will provide and pay for independent legal representation for the parties.

**8.6.4** The above arrangements shall apply to employees who are appearing at coronial inquests arising from circumstances of their employment and as a part of the employer representation at the hearing.

## 8.7 Confidentiality

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

- 8.7.2** If an employee is concerned about any issues regarding their practice, the practice of the employer, or other matters with respect to the operation of the employer, the parties agree that, in the first instance, the matter should be raised in-house as a matter of course with the appropriate manager, or the person responsible for Protected Disclosures.
- 8.7.3** If the concerned employee is not satisfied with the response given, then they may speak out on the issue of concern provided that they identify themselves as speaking as authorised by and on behalf of PSA. Before speaking out on the issues of concern, these comments are to be discussed with the employee's appropriate manager prior to release in order that the employer has the opportunity to discuss any effects which such comments might have on the employer's business.
- 8.7.4** Attention is drawn to the applicable Te Whatu Ora Media Policy and the Privacy Act.

## **8.8 Abandonment of Employment**

- 8.8.1** Where an employee is absent from duty for a continuous period of three (3) consecutive working days or more without authority and without notification to Te Whatu Ora the Ministry of the reason for absence, the employee will be deemed to have abandoned their employment with Te Whatu Ora.
- 8.8.2** Every reasonable effort will be made to contact the absent employee from the first day of absence. A letter will be delivered to the last known address of the employee outlining:
- their responsibilities.
  - the process and timeframe Te Whatu Ora will follow in addressing the situation.
  - pay arrangements.
  - the process for obtaining employee assistance if necessary.
  - that their employment will be deemed terminated effective from the sixth day of unauthorised absence.
- 8.8.3** Where the employee returns to duty within ten (10) working days, and Te Whatu Ora considers there to be good cause for the absence, Te Whatu Ora may reinstate the employee.

## **8.9 Employee Access to Personal Information**

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

## **8.10 Deductions**

**8.10.1** The employee consents to specific deductions being made after Te Whatu Ora consults with the employee, including deductions from salary for leave taken in advance, cost of unreturned property of Te Whatu Ora, or any debt owing to Te Whatu Ora, whatever it may be.

**8.10.2** Where a deduction/s may be necessary, this will be in done in line with the Wages Protection Act 1983.

# 9 Employment Relationship Problems

This section explains what happens when there are employment relationship problems. This includes such things as personal grievances, disputes, claims of unpaid wages, allowances, or holiday pay.

## 9.1 Process

### 9.1.1 Problem resolution

**9.1.1.1** If our employment relationship is to be successful, It is important that we deal effectively with any problems that may arise as soon as possible with the person or in the workplace where they occur.

**9.1.1.2** Problem solving requires that a problem is first clarified, and then addressed by talking to the appropriate person or someone else if that person is not approachable. If attempts to deal with the problem directly have not been successful, an approach may be made to an internal or external mediator.

### 9.1.2 Process for resolving Employment relationship problems

**9.1.2.1** An employment relationship problem can include a situation where:

- you believe your employment agreement has not been properly observed
- you believe you have been underpaid
- you have not been allowed to attend a union meeting or participate in union education leave
- you consider you have been treated unfairly
- you have been subjected to inappropriate action or behaviour by another person in Te Whatu Ora
- you have a personal grievance.

### 9.1.3 Resolving employment relationship problems

- 9.1.3.1** Te Whatu Ora wants to ensure that all employment relationship problems are resolved as quickly as possible and informally if possible.
- 9.1.3.2** In some circumstances, one option may be to take a low-key, non-adversarial and informal approach (i.e. a facilitated conversation, restorative process) to resolve a matter, however, this may not be possible or appropriate depending on the seriousness of the matter.
- 9.1.3.3** If, in the first instance, the use of an informal process is agreed between the parties (a Te Whatu Ora representative and a member supported by the PSA), this does not preclude either party from requiring a change to a formal process at any stage. Further, the informal (restorative) process must be agreed and is not in any way a default position.
- 9.1.3.4** If you think you have an employment relationship problem, you can talk to your manager about it. If you feel you cannot talk to your manager, you can talk to your PSA union delegate or organiser, your manager's manager, or your local HR.
- 9.1.3.5** Our problem-solving process below lists steps to take. Resolution of an employment relationship problem, though, is not a process of ordered steps, but rather a willingness to sort out the problem fairly and reasonably.

1. Clarify the problem

An employment problem is best clarified by talking directly with the other person involved. In some instances, it may not be appropriate or possible to talk directly with the person involved. In this case approach a support person, local HR team, your PSA union workplace delegate, a team leader, or manager.

Clarify that the problem is not simply a misunderstanding, and when talking with others, take care to respect the privacy of everyone involved, and protect confidential departmental information.

2. Dealing with the problem directly

The people involved may discuss and agree a solution to a problem or may request verbally or in writing that their manager/team leader hold a meeting to establish the facts of the problem and discuss possible solutions. A support person may be brought to the meeting.

3. Further steps if necessary

*a. Disputes*

You may disagree with the way in which this collective employment agreement has been applied or interpreted by your manager or Te Whatu Ora. This is a 'dispute', and it is different under law from a personal grievance.

If you think you have a dispute about your employment agreement you should raise this with your manager or if it cannot be resolved in this way, with your union or other representative.

If this is not successful in resolving the problem, the dispute may also be taken to the Mediation Service for resolution.

### *b. Mediation*

If we are not able to resolve the problem by talking to each other, or by using another person in the workplace, further information may be sought, or the problem may be referred to mediation.

If either Te Whatu Ora or the employee needs further information they may contact, a PSA organiser, or Employment New Zealand on 0800 209020/www.employment.govt.nz.

The employer or the employee may refer the problem to mediation. Te Whatu Ora and the employee may agree that the decision will be binding.

If mediation does not solve the problem, the Employment Relations Authority can investigate the problem further, at the request of either Te Whatu Ora or the employee and issue a determination or they may direct the problem back to mediation.

If either Te Whatu Ora or the employee is not satisfied that the problem has been dealt with in mediation, the problem can be referred to the Employment Court, who may refer the problem back to mediation.

In limited cases there is a right to appeal a decision of the Employment Court to the Court of Appeal.

## **9.1.4 Personal grievances**

**9.1.4.1** A personal grievance has a special meaning under the Employment Relations Act 2000. You may have a personal grievance if in your employment you have been:

- unjustifiably dismissed
- disadvantaged
- subjected to discrimination
- sexually harassed
- racially harassed
- subjected to duress because you are involved (or not involved) in union activities.

- 9.1.4.2** If the problem is a personal grievance, it must be raised with Te Whatu Ora within 90 days of the action that gave rise to the grievance or within 90 days of when the action was noticed by the employee. Where the grievance is in respect of sexual harassment, the employee needs to raise their grievance within 12 months of the action occurring or the grievance coming to their notice<sup>5</sup>.
- 9.1.4.3** If you raise a grievance you need to state clearly the nature of the grievance and what you want done about it. This should be in writing.
- 9.1.4.4** A personal grievance can only be raised outside this time frame with the agreement of Te Whatu Ora, or in exceptional circumstances however you can ask a union, lawyer or other third party to help you or act for you in raising a grievance.
- 9.1.4.5** If you want further information on any of these matters, please contact your manager or PSA delegate or your local HR team.

## 9.2 Suspension

- 9.2.1** If an employee is found to have committed serious misconduct, then their employment may end with a lesser period of notice, or with no notice.
- 9.2.2** Te Whatu Ora may suspend an employee from duty on pay where it considers it necessary to do so In order to investigate any possible serious misconduct on their part. Te Whatu Ora will consult with the employee and allow them the opportunity for representation before any such suspension takes place.
- 9.2.3** Any decision to suspend an employee will be made after consulting with the employee concerned and will be on full pay (special leave). Reasons to suspend an employee may include but is not limited to:
- where there is a genuine concern that the employee may interfere with the investigation
  - where there is an allegation of sexual or other harassment, and it is appropriate to keep the alleged offender and the alleged victim apart.
  - where the allegation is one of theft or other dishonesty and the employer wants to protect their assets.
  - where there is a risk of violence; and where there are material health and safety risks.
- 9.2.4** The purpose of special leave will be to provide an opportunity for the employee to prepare any submissions as to why suspension should not occur and enable an employee to be removed safely from the place of work if necessary.

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<sup>5</sup> Refer Employment Relations (Extended Time for Raising Personal Grievance for Sexual Harassment) Amendment which applies from 13 June 2023.



# 10 Management of Change

This section sets out the process on how changes can be made to an employee's working arrangements.

Our leaders will engage early and widely when there is a need to consider making changes.

## 10.1 Statement of Intent

It is recognised that ongoing changes are necessary to ensure the continuing quality of health services. These changes can be unsettling for staff.

The employer will consult when introducing change in order to seek solutions that consider the interests of the various groups involved. Information will be shared freely within the organisation and will be communicated in time for affected employees (and the PSA) to be involved in the consultative process.

All participants in the process have an equally valuable contribution to make to the process of managing change. A partnership in this process is highly desired.

## 10.2 Management of Change

The parties to this collective agreement accept that change in the health service is necessary in order to ensure the efficient and effective delivery of health services. They recognise a mutual interest in ensuring that health services are provided efficiently and effectively, and that each has a contribution to make in this regard.

Regular consultation between the employer, its employees, and the union is essential on matters of mutual concern and interest. Effective communication between the parties will allow for:

- a) improved decision making.
- b) greater cooperation between employer and employees; and
- c) a more harmonious, effective, efficient, safe, and productive workplace.

Therefore, the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters.

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

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

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

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

## 10.3 Participation

Successful engagement relies on the participation of PSA members in decisions that affect their working lives. To be meaningful participation requires active involvement of the union in decision-making, (not just consultation on decisions already made) and workers having real influence over their working environment.

The working relationship between the parties is based on principles that deliver constructive, timely and meaningful engagement between the parties around issues of common interest. In doing this the parties recognise each party has their individual objectives.

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

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

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

Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.

However, the final decision shall be the responsibility of the employer.

From time-to-time directives will be received from government and other external bodies, or through legislative change. On such occasions, the consultation will be related to the implementation process of these directives.

The process of consultation for the management of change shall be as follows:

- a) The initiative being consulted about should be presented by the employer as a “proposal” or “proposed intention or plan” which has not yet been finalised.
- b) Sufficient information must be provided by the employer to enable the party/parties consulted to develop an informed response.
- c) Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.
- d) Genuine consideration must be given by the employer to the matters raised in the response.
- e) The final decision shall be the responsibility of the employer.

The above process shall be completed prior to the implementation of clause 10.

## 10.4 Staff Surplus

**10.4.1** When as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the re-organisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in sub-clause 10.5 below shall be invoked and decided on a case by case basis in accordance with this clause.

**10.4.2** Notification of a staffing surplus shall be advised to the affected employees and their Union at least one (1) month prior to the date of giving notice of severance to any affected employee. This date may be varied by agreement between the parties. During this period, the employer and employee, who can elect to involve their Union Representative, will meet to agree on the options appropriate to the circumstances. Where employees are to be relocated, at least three (3) months' notice shall be given to employees, provided that in any situation, a lesser period of notice may be mutually agreed between the employee and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

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

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

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

## 10.5 Options

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

- a) Reconfirmed in position
- b) Attrition
- c) Redeployment
- d) Retraining
- e) Severance

**10.5.2** Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in subclause 10.5.7 will be applied as a package.

### **10.5.3 Reconfirmed in position**

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

### **10.5.4 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.

### **10.5.5 Redeployment**

- a) Employees may be redeployed to an alternative position for which they are appropriately trained (or training may be provided). Any transfer provisions will be negotiated on an actual and reasonable basis.
- b) Where the new job is at a lower salary, an equalisation allowance will be paid to preserve the salary of the employee at the rate paid in the old job at the time of redeployment. The salary can be preserved in the following ways:
  - lump sum to make up for the loss of basic pay for the next two (2) years (this is not abated by any subsequent salary increases); or
  - an ongoing allowance for two (2) years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).
- c) Where the new job is within the same local area and extra travelling costs are involved, actual additional travelling expenses by public transport shall be reimbursed for up to 12 months.
- d) The redeployment may involve employees undertaking some on-the-job training.

### **10.5.6 Retraining**

Where a skill shortage is identified, the employer may offer a surplus employee retraining to meet that skill shortage with financial assistance up to the maintenance of full salary plus appropriate training expenses. It may not be practical to offer retraining to some employees identified as surplus. The employer needs to make decisions on the basis of cost, the availability of appropriate training schemes and the suitability of individuals for retraining.

If an employee is redeployed to a position which is similar to their previous one, any retraining may be minimal, taking the form of on-the-job training such as

induction or in-service education. Where an employee is deployed to a new occupation or a dissimilar position the employer should consider such forms of retraining as in-service education, block courses or night courses at a technical institute, nursing bridges programmes, etc.

### **10.5.7 Severance**

**10.5.7.1** In the event that an employee's position becomes surplus to requirements, the employee's employment may be terminated by Te Whatu Ora. Consultation and related issues will be managed by Te Whatu Ora in accordance with the change management policies and procedures at the time.

**10.5.7.2** If an employee is made redundant, they will be entitled to:

- One (1) months' notice of termination or payment in lieu of notice; and
- Compensation payment for redundancy of three (3) months' base salary; and
- Reasonable, agreed paid time off to attend job interviews; and
- A certificate of service stating that employment has been terminated as a result of redundancy.

**10.5.7.3** The employee will not be entitled to payment of redundancy compensation where they are offered (irrespective of whether they accept) a suitable alternative position within Te Whatu Ora, or within the wider State Services, or by any organisation in accordance with section 61(a) of the State Sector Act. This applies where the offer is made at any time during the employee's employment or during the notice period, including where it is paid in lieu. A suitable alternative position is defined in section 61A(1)(b) of the State Sector Act.

**10.5.7.4** An employee will not be entitled to payment of redundancy compensation where they accept another position in the State Services that is on terms and conditions of employment (including redundancy and superannuation conditions) that are no less favourable and is on terms that treat service within the State Services as if it were continuous service. This applies where the position begins before, on, or immediately after the date on which their current employment ends.

**10.5.7.5** For the purposes of this clause, the wider State Services includes a core Government Department, a Crown agency or entity, State Owned Enterprise, a Crown Research Institute, or like organisation.

**10.5.7.6** This clause applies to permanent employees only.

### **10.5.8 Grandparented Severance Provision**

The entitlement to four (4) month's redundancy provided in the ex-MOH CA (February 2020 to February 2023) CA (clause 10.3) is grandparented to employees within coverage of the ex-MOH CA prior to ratification of this PAKS CA.

Refer to Appendix 1 Grandparented Provisions for details.

## 10.6 Job Search

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

## 10.7 Employee Assistance Programme

Te Whatu Ora is committed to the wellbeing of its employees.

The Employee Assistance Programme (EAP) provides employees with free, confidential, and professional help to assist with issues affecting their work performance. Counselling is about helping employees understand their situation, consider options, and find answers that work for them.

## 10.8 Change of Ownership

**10.8.1** 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:

- a) The person acquiring the business, or the part being sold or transferred -
  - i. has offered the employee employment in the business or the part being sold or transferred; and
  - ii. has agreed to treat service with the employer as if it were service with that person and as if it were continuous; and
- b) The conditions of employment offered to the employee by the person acquiring the business or the part of the business being sold or transferred are the same as, or are no less favourable than, the employee's conditions of employment, including:
  - i. any service-related conditions; and
  - ii. any conditions relating to redundancy; and
  - iii. any conditions relating to superannuation - under the employment being terminated; and
- c) The offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either:
  - i. in the same capacity as that in which the employee was employed by the Employer, or
  - ii. in any capacity that the employee is willing to accept.

- d) Where the person acquiring the business does not offer the employee employment on the basis of a, b, and c above, the employee will have full access to the staff surplus provisions.

### **10.8.2 Employee Protection Provisions**

The parties acknowledge that Section 69M of the Employment Relations Act 2000 requires all collective agreements to contain provisions in relation to the protection of employees where their employer's business is restructured. It is agreed that these provisions exist within the current collective agreement (e.g. Clause 10 (Management of Change) and Clause 10.8 (Change of Ownership) or by virtue of the statutory provisions set out in Sections 19, 20 and 21 of Schedule 1B of the Employment Relations Act 2000.

# 11 Pay Provisions

This section sets out the pay provisions that apply to employees within coverage of the PAKS CA:

- Pay increases for employees within coverage who are on printed and paid rates.
- Pay provisions for employees covered by pay bands / pay scales provided in this section.

## 11.1 Pay Increases

Apply the following increases to base salaries and lump sums payments as set out below. The increase applies to printed and paid rates of employees covered by this CA. Refer to clause 11.2 for printed rates (pay bands / pay scales):

### 11.1.1 Year 1 – Pay Increase

- An effective date of 1 July 2023 (unless otherwise stated).
- An increase in base salaries by a \$4000 flat rate adjustment from 1 July 2023.
- For employees covered by the **HPA Collective Agreement** (30 June 2022 - 31 October 2023) an increase in base salaries by a \$4000 flat rate adjustment from 1 November 2023.
- For employees covered by the **ex-MoH CA pay bands**, an increase in base salaries by a \$4000 flat rate adjustment to base salaries.
- For **librarians** apply the increase of \$4000 flat rate adjustment to the new pay scales provided in the Pay Equity Settlement Agreement for Librarian, Sole Charge Librarian and Library Manager (refer clause 2.2.4). Refer clause 11.2 for pay scales.
- For **employees with grandparented coverage**, (refer clause 2.2.3) an increase in base salaries by a \$4000 flat rate adjustment. The exception to this is that this increase does not apply to employees who may have had base salaries adjusted by a \$4000 flat rate as part of the Te Whatu Ora IEA Remuneration Review 2023/24.
- For employees whose roles will be within coverage of the **National Health Administration Workers CA**, an increase of a flat rate adjustment of \$4000 is to be applied effective 1 July 2023 to the pay band and step they have been placed on as a result of the Administration & Clerical Pay Equity Settlement Agreement. Those employees will transition to the same pay band and step in the National Health Administration Collective Agreement.

**Note:** The reason for applying the \$4000 flat rate adjustment to those employees who will transition to the **National Health Administration CA** is that having this adjustment effective 1 July 2023 means that this group is not disadvantaged compared with other employees within coverage of the PAKS CA. The rates change will be as follows:



- Administration & Clerical Pay Equity Settlement rates effective 1 July 2022<sup>6</sup>
  - The pay equity settlement will move those employees onto the national Administration pay structure.
  - The increase in rates for the PAKS CA for Year 1 will be applied effective 1 July 2023. The principle of approach is that there is no double dipping so employees receiving the \$4000 on their pay equity rate, will receive no increase in moving to the National Health Administration Workers CA.
  - On completion of mapping and confirmation of coverage by the National Health Administration Workers CA, the employee will move to the same pay band and pay step in the national pay structure in the National Health Administration Workers CA.
- For employees on an **Individual Employment Agreement** as at the date of ratification and **who are members of the PSA** and who now come within coverage of this PAKS CA, an increase in base salaries by a \$4000 flat rate adjustment.

The exception is that this increase does not apply to an employee in this group who has had base salaries adjusted by a \$4000 flat rate as part of the Te Whatu Ora IEA Remuneration Review 2023/24.

**Note:** This increase to paid rates will have the effect of retaining pay rates and pay frameworks for employees covered by this PAKS CA that are different to the ex MoH pay bands in clause 11.2 of this CA.

The Remuneration Working Party set up in the Terms of Settlement for this CA will collect data on the existing paid rates and remuneration provisions that apply to roles within coverage as part of developing a unified progression and remuneration framework that is consistent with Te Whatu Ora remuneration strategies.

### 11.1.2 Year 1 – Lump Sum

- A **lump sum payment of \$750** shall be paid to all employees within coverage of the PAKS CA who are PSA members bound by this settlement at the date of ratification.
- The payment will be pro-rated for part-time employees based on the greater of their contracted FTE or the number of ordinary (T1) hours paid (including paid leave) in the previous 12 months.

**Note:** For avoidance of doubt, this lump sum is payable to PSA members within coverage of the **HPA Collective Agreement** (30 June 2022 - 31 October 2023) (which is incorporated into this CA) and to PSA members who will be within coverage of the **National Administration CA**. The reason for this is that there is no entitlement to the \$750 lump sum as a result of transition to the National Health Administration CA. This preserves consistency across the workforce that has been within coverage during the negotiations.

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<sup>6</sup> It is a legal obligation for Te Whatu Ora to offer the benefit of the pay equity settlement from the date that transferred employees became employees of Te Whatu Ora (1 July 2022).

### 11.1.3 Year 2 – Pay Increase

- An effective date of 1 July 2024.
- An increase in base salaries by a \$2000 flat rate adjustment or 3% whichever is the greater from 1 July 2024.
- For employees covered by the **ex-MoH CA pay bands**, an increase in base salaries by a \$2000 flat rate adjustment or 3% increase to base salaries, whichever is greater.
- For **librarians** apply the increase of \$2000 flat rate adjustment or 3% whichever is the greater to the new pay rates established in Year 1 of the term, i.e. the rates that include the \$4,000 flat rate increase to the rates in the Pay Equity Settlement Agreement.
- For **employees with grandparented coverage** an increase in base salaries by a \$2000 flat rate adjustment or 3% whichever is greater
- This pay increase applies **to employees whose roles will be within coverage of the National Health Administration Workers CA** if those employees have not yet transitioned to the National Health Administration Collective Agreement.

### 11.1.4 Year 2 – Lump Sum

- A **lump sum payment of \$500** shall be paid to all employees within coverage of the PAKS CA on 1 July 2024.
- The payment will be pro-rated for part-time employees based on the greater of their contracted FTE or the number of ordinary (T1) hours paid (including paid leave) in the previous 12 months.

**Note:** For avoidance of doubt, this lump sum is payable to employees who were moved to the National Administration CA where such employees did not receive the \$500 lump sum at the time this was paid to employees covered by the National Administration CA.

## 11.2 Pay Bands / Pay Scales

**11.2.1** The pay bands / pay scales set out in this section apply to the following employees:

- Employees within coverage of the ex-MOH CA (February 2020 to February 2023) prior to the date of ratification of this PAKS CA
- Librarians within coverage of the ex-MOH CA (February 2020 to February 2023) prior to the date of ratification of this PAKS CA and librarians in Districts and former Shared Service Agencies.
- New employees within coverage of the PAKS CA including new employees with roles that are the same/similar to roles previously covered by the ex-HPA CA June 2022 to October 2023.

## 11.2.2 Pay Bands / Pay Scales 1 July 2023

11.2.2.1 The rates below have been increased by a flat rate adjustment of \$4000 and are effective 1 July 2023.

### General Bands

Bands 12 – 16

BAND	Minimum	Step 1	Step 2	Step 3	Step 4 Midpoint	Maximum
12G		54,302	55,925	57,007	58,088	68,906
13G	56,990	58,756	60,522	61,700	62,877	74,653
14G	62,756	64,715	66,673	67,979	69,284	82,341
15G	70,000	72,200	74,400	75,867	77,333	92,000
16G	80,353	82,898	85,443	87,140	88,836	105,804

Bands 17-19

BAND	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5 Midpoint	Maximum
17G	92,384	94,348	96,312	98,276	100,240	102,204	121,845
18G	104,564	106,799	109,033	111,268	113,503	115,737	138,085
19G	123,550	126,207	128,864	131,520	134,177	136,833	163,400

### Technical IT Bands

Bands 13 – 16IT

BAND	Minimum	Step 1	Step 2	Step 3	Step 4 Midpoint	Maximum
13IT	61,744	63,669	65,594	66,877	68,160	80,992
14IT	68,988	71,154	73,320	74,764	76,208	90,650
15IT	79,821	82,348	84,876	86,561	88,245	105,094
16IT	93,274	96,250	99,226	101,210	103,193	123,032

Bands 17 –  
19IT

BAND	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5 Midpoint	Maximum
17IT	107,999	110,310	112,621	114,932	117,243	119,564	142,665
18IT	124,193	126,864	129,535	132,206	134,877	137,547	164,257
19IT	146,426	149,591	152,756	155,921	159,086	162,251	193,902

**Policy Analyst**

Band 14 – 15 PA

BAND	Minimum	Step 1	Step 2	Step 3	Step 4 Midpoint	Maximum
14PA	68,156	70,295	72,433	73,859	75,284	89,541
15PA	75,177	77,550	79,922	81,504	83,085	98,902

Bands 17 –  
19PA

BAND	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5 Midpoint	Maximum
17PA	99,139	101,253	103,367	105,481	107,595	109,709	130,851
18PA	104,564	106,799	109,033	111,268	113,503	115,737	138,085
19PA	132,758	135,619	138,481	141,342	144,203	147,064	175,677

**Librarian Pay Scales**

Librarian	
Step 7	96,275
Step 6	92,774
Step 5	89,274
Step 4	85,774
Step 3	82,274
Step 2	77,774
Step 1	73,274

Sole Charge Librarian	
Step 3	99,274
Step 2	96,274
Step 1	92,774

Library Manager	
Step 3	102,274
Step 2	99,274
Step 1	96,274

**11.2.2.2 Librarian Pay Scales: Progression**

Progression will be by automatic annual service-based increments.

### 11.2.3 Pay Bands / Pay Scales 1 July 2024

11.2.3.1 The rates below have been increased by a flat rate adjustment of \$2000 or 3% whichever is greater and are effective 1 July 2024.

#### General Bands

Bands 12 – 16

BAND	Minimum	Step 1	Step 2	Step 3	Step 4 Midpoint	Maximum
12G		56,302	57,925	59,007	60,088	70,973
13G	58,990	60,756	62,522	63,700	64,877	76,893
14G	64,756	66,715	68,673	70,018	71,363	84,811
15G	72,100	74,366	76,632	78,143	79,653	94,760
16G	82,764	85,385	88,006	89,754	91,501	108,978

Bands 17-19

BAND	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5 Midpoint	Maximum
17G	95,156	97,178	99,201	101,224	103,247	105,270	125,500
18G	107,701	110,003	112,304	114,606	116,908	119,209	142,228
19G	127,257	129,993	132,730	135,466	138,202	140,938	168,302

#### Technical IT Bands

Bands 13 – 16IT

BAND	Minimum	Step 1	Step 2	Step 3	Step 4 Midpoint	Maximum
13IT	63,744	65,669	67,594	68,883	70,205	83,422
14IT	71,058	73,289	75,520	77,007	78,494	93,370
15IT	82,216	84,818	87,422	89,158	90,892	108,247
16IT	96,072	99,138	102,203	104,246	106,289	126,723

Bands 17 – 19IT

BAND	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5 Midpoint	Maximum
17IT	111,239	113,619	116,000	118,380	120,760	123,151	146,945
18IT	127,919	130,670	133,421	136,172	138,923	141,673	169,185
19IT	150,819	154,079	157,339	160,599	163,859	167,119	199,719

## Policy Analyst

Band 14 – 15 PA

BAND	Minimum	Step 1	Step 2	Step 3	Step 4 Midpoint	Maximum
14PA	70,201	72,404	74,606	76,075	77,543	92,227
15PA	77,432	79,877	82,320	83,949	85,578	101,869

Bands 17 –  
19PA

BAND	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5 Midpoint	Maximum
17PA	102,113	104,291	106,468	108,645	110,823	113,000	134,777
18PA	107,701	110,003	112,304	114,606	116,908	119,209	142,228
19PA	136,741	139,688	142,635	145,582	148,529	151,476	180,947

## Librarians Pay Scales

Librarian	
Step 7	99,163
Step 6	95,557
Step 5	91,952
Step 4	88,347
Step 3	84,742
Step 2	80,107
Step 1	75,472

Sole Charge Librarian	
Step 3	102,252
Step 2	99,162
Step 1	95,557

Library Manager	
Step 3	105,342
Step 2	102,252
Step 1	99,162

### 11.2.3.2 Librarian Pay Scales: Progression

Progression will be by automatic annual service-based increments.

# 12 Allowances

This section sets out the allowances that an employee may be eligible for.

## 12.1 General expenses

Employees who incur any work-related expenses will have all such reasonable expenses reimbursed. Employees must have their manager's approval prior to incurring any work-related expenses.

## 12.2 Higher and Extra Duties Allowances

### 12.2.1 Higher Duties Allowance (HDA)

Employees who undertake the duties and responsibilities of a more senior position for more than five (5) continuous working days will be paid a higher duties allowance. The amount of this allowance is calculated on an annual basis (pro-rata for the duration of the HDA) and should fairly reflect the higher responsibilities that are actually required to be carried out.

The rate of higher duties allowance to be paid, will be the higher of either:

- a) 10% of the employee's base salary; or
- b) 90% (of the position in range) of the salary of the more senior position.

The agreement for an employee to undertake higher duties and responsibilities will have an agreed expiry date. This arrangement will be reviewed prior to the expiry date.

### 12.2.2 Extra Duties Allowance (EDA)

Where managers request employees to undertake additional duties over and above their normal role, employees will be paid an extra duties allowance. The employee does not need to be acting in a more senior position (which is covered by the Higher Duties Allowance).

An extra duties allowance will be up to a maximum of 8.0% of the employee's base salary dependent on the complexity of the tasks and the length of time the employee has agreed to undertake the additional duties.

The agreement for an employee to undertake extra duties will have an agreed expiry date. This arrangement will be reviewed prior to the expiry date.

Managers should contact People and Communications to inform them of these arrangements.

## 13 Grandparented Provisions

There are a range of grandparented provisions from previous applicable Collective Agreements that remain in place. These provisions are outlined below, and details are provided in Appendix 1.

### 13.1 Grandparented provisions

#### 13.1.1 Definition

Grand-parented provisions are entitlements that remain in place for employees that were covered by the applicable collective agreement at the time the provisions were grand-parented. Grandparented provisions do not apply to new employees from the date of grandparenting of the provision. There are two types of grandparenting recognised in this Collective Agreement as set out in clauses 13.1.2 and 13.1.3 below.

#### 13.1.2 Historical Grandparented Provisions

Employees who were covered by a previous collective agreement, where provisions were grandparented, may still be covered by such historic grandparented provisions. These provisions are set out in Appendix 1 and remain grandparented to those employees who are entitled to them as per the terms of these previous agreements.

#### 13.1.3 Provisions Grandparented at the time of the PAKS Collective Agreement

The Terms of Settlement reached for this Collective Agreement include grandparenting of a range of provisions from the ex-MOH CA February 2020 to February 2023 and the ex-HPA CA June 2022 to October 2023. These provisions will not apply to new employees appointed from the date of ratification.

Refer to Appendix 1 Grandparented Provisions for the detail.



# Signatories to this Agreement

Signed for and on behalf of  
**Te Whatu Ora** – Health New Zealand

**Margie Apa**  
**Te Whatu Ora, Chief Executive**

Signed for and on behalf of  
**Te Pūkenga Here Tikanga Mahi** - New Zealand Public Service Association

**Kerry Davies**  
**PSA National Secretary**

Dated this Day        of        2024

# Appendix 1: Grandparented Provisions

Grand-parented provisions are entitlements that remain in place for employees that were covered by the applicable collective agreement at the time the provisions were grand-parented. Grandparented provisions do not apply to new employees from the date of grandparenting of the provision.

The following are provisions grandparented at the date of ratification of the PAKS Collective Agreement.

## 1.1. Grandparented Coverage Provisions (refer PAKS CA clause 2.2)

PSA members at the date of ratification who were within coverage of the coverage clause for the ex-MoH CA (February 2020 to February 2023) or ex-HPA (June 2022 to October 2023) but excluded due to the pay rate for their roles being above ex-MOH CA grade 19 have their coverage grandparented from the date of ratification of the PAKS CA. This means that the exclusion in relation to pay bands above ex-MOH CA grade 19 does not apply to these PSA members and they will continue to be covered by the PAKS CA.

*Ex-MOH CA (paid rates above MOH grade 19):*

- Paid rates above grade 19 continue to apply to ex-MoH PSA members with grandparented coverage. These paid rates are to be increased by the agreed pay increases in this CA (refer clause 11.1).
- Future new employees with pay rates above grade 19 will not be within coverage of this CA.

*HPA CA paid rates (whole pay scale):*

- Paid rates as at 17 July 2023 continue to apply to PSA members with grandparented coverage who were bound by the HPA CA at the date of ratification of this CA will have their paid rates increased by the agreed pay increases in this CA (refer clause 11.1).
- New employees in roles same / similar to ex HPA roles will be placed on the PAKS CA pay bands up to grade 19. If the roles for new employees are established at a pay rate above ex MOH grade 19 they will not be within coverage of this CA.

## 1.2. Grandparented Hours of Work Provisions (refer PAKS CA clause 3.3)

*Ex-MOH CA February 2020 to February 2023 (clause 4.1 Hours of Work)*

The standard full-time hours of work are 37 hours 55 minutes per week, seven (7) hours and 35 minutes each day or 40 hours per week, eight (8) hours each day for Principal Advisors. Normal working hours will fall between 7 am and 6 pm, Monday to Friday.

### **1.3. Grandparented Annual Leave Provisions (Refer PAKS CA clause 4.2)**

*Ex-MOH CA February 2020 to February 2023 (clause 7.1 Annual Leave)*

**1.3.1.** Employees covered by this Agreement are entitled to a minimum of four (4) weeks and two (2) days annual leave for each completed year of full-time service, pro-rata to reflect the employee's working week, up to the end of their fourth year of service. Employees are entitled to 25 days annual leave after five (5) continuous years' service. In the event that this clause would reduce current leave entitlements, existing leave continues to apply.

*Ex-MOH CA February 2020 to February 2023 (clause 7.1.1 Annual leave banking and salary trade)*

#### **1.3.2. Annual leave banking and salary trade**

The Ministry and the employee may agree for the employee to 'bank' or 'trade' salary subject to operational and business requirements.

#### **1.3.3. Leave banking**

An employee may take a reduced salary for a defined period of time and bank the reduced amount of salary towards an extended period of paid leave, for an agreed specific purpose or event i.e., further study, travel, or a sabbatical.

The employee must identify when the additional leave will be taken. If leave is not used when it was identified that it would be taken it will be paid out.

#### **1.3.4. Salary trade for additional leave**

**1.3.4.1.** An employee may purchase additional annual leave over and above their entitlements as set out in this Agreement. An employee may trade salary for an additional week of annual leave. These arrangements are for a minimum of a 12-month period.

**1.3.4.2.** The week of additional leave purchased will equate to a 2% reduction in salary for 12 months.

*Ex-HPA CA June 2022 to October 2023 (clause 18 Annual Leave)*

**1.3.5.** Staff can apply to the Tumu Whakarae / Chief Executive for a cash up of one (1) week of their contractual working week. If agreed, this will be paid as a lump sum. This can be requested once per entitlement year.

**1.3.6.** An employee with less than five (5) years' service can purchase, with their managers approval, additional annual leave over and above their entitlements set out in Clause 18.1.

**1.3.7.** An employee may trade salary for an additional week of annual leave. The week of additional leave purchased will equate to 2% reduction in salary for 12 months.

#### **1.4. Grandparented Sick Leave Provisions (Refer PAKS CA 4.3)**

*Ex-MOH CA February 2020 to February 2023 (clause 7.4 Sick Leave)*

Permanent employees are entitled to 12 days paid sick leave for each of their first two (2) years of service with the Ministry. After two (2) years continuous service as defined in clause 2.6, they will be entitled to 15 days in each year thereafter.

#### **1.5. Grandparented Long Service Leave (refer PAKS CA clause 4.6)**

*Ex-HPA CA June 2022 to October 2023 (clause 24 Long Service Leave)*

Following a period of ten (10) years current continuous service the employee will be entitled to three (3) weeks paid leave.

**Note:** Employees within coverage of the ex-HPA CA prior to ratification of this PAKS CA may opt to be covered by the long service provisions of the PAKS CA rather than the grandparented provisions above.

#### **1.6. Grandparented Parental Leave Provisions (refer PAKS CA 4.7)**

*Ex-MOH CA February 2020 to February 2023 (clause 7.6.8 Ex-Gratia Payment)*

- An ex-gratia payment equivalent to six (6) weeks' salary is payable when a further six (6) months service with the Ministry has been completed. This applies if the employee returns to work immediately after taking at least 30 working days extended leave (excluding paternity leave).
- The payment will be calculated on the ordinary pay and hours worked prior to going on parental leave. If an employee and their partner both work for a state sector employer, only one will be eligible for the payment.
- Employees absent on parental leave for less than six (6) weeks will receive the proportion of the payment that the absence represents in working days.
- The ex-gratia payment constitutes an enhancement to the legislation.

**Note:** This grandparented provision is for transition purposes only and provides an option for those employees within coverage of the ex-MOH CA, who are on parental leave at the time of ratification of this PAKS CA to claim this entitlement on return to work.

Following this transition, this grandparented provision will no longer apply and will be superseded by the parental leave provision in this PAKS CA.

#### **1.7. Grandparented PSA Personal Development Days provision (Refer PAKS CA clause 7.5)**

*Ex-MOH CA February 2020 to February 2023 (clause 5.3 PSA Personal Development Days)*

- Employees covered by this CEA is entitled to two (2) PSA Personal Development days each calendar year. A calendar year begins on 1 January and comes to an end on 31 December.
- The use of the development days is at the discretion of the individual employee and will be used for personal development such as voluntary work, attending Marae wananga, Kapa haka wananga or attending personal training courses. Note that these are examples only.
- The Development days are not accruable; paid at the ordinary daily rate; to be approved by the employee's manager following receipt of an employee's application to take the leave. This application does not require a reason to be provided.

### **1.8. Grandparented Vision and Hearing Provisions (Refer PAKS CA clause 5.4)**

*Ex-MOH CA (February 2020 to February 2023) (clause 9.2)*

- Employees are entitled to reimbursement, up to a maximum of \$420.00 (inclusive of GST), every two (2) years for the costs of eye tests and corrective eyewear (glasses/ lenses, frames or contact lenses) and/ or hearing tests and corrective hearing apparatus.
- The Ministry will be directly invoiced if employees attend a preferred provider. If an employee wishes to attend an alternative provider, the employee will be reimbursed upon receipt of an expense claim up to the entitlement.

*Preferred providers can be found on the Ministry's intranet site at:  
<http://intranet.moh.govt.nz/people-careers/workina-ministry/staff-benefits/>*

*Ex-HPA CA (June 2022 to October 2023) (clause 14)*

### **1.9. Vision and Hearing Provision**

Employees are entitled to have their vision and/or hearing tested every two (2) years if they have worked at Te Hiringa Hauora for more than 12 months and who have not resigned from their employment at Te Hiringa Hauora.

When the examination by an optometrist or audiologist identifies the need for corrective glasses/lenses or corrective hearing devices, employees are entitled up to a \$450 towards the cost of test and or eyewear, contact lenses or hearing devices on production of a receipt.

### **1.10. Grandparented Severance Provisions (Refer PAKS CA 10.5)**

*Ex-MOH CA February 2020 to February 2023 (clause 10.3 Severance)*

- In the event that an employee's position becomes surplus to requirements, the employee's employment may be terminated by the Ministry of Health. Consultation and related issues will be managed by the Ministry in accordance with the change management policies and procedures at the time.
- If an employee is made redundant, they will be entitled to:

- One (1) months' notice of termination or payment in lieu of notice; and
- Compensation payment for redundancy of four (4) months' base salary; and
- Reasonable, agreed paid time *off* to attend job interviews; and
- A certificate of service stating that employment has been terminated as a result of redundancy.
- The employee will not be entitled to payment of redundancy compensation where they are offered (irrespective of whether they accept) a suitable alternative position within the Ministry, or within the wider State Services, or by any organisation in accordance with section 61(a) of the State Sector Act.

## **2. Historical Grandparenting**

Employees who were covered by a previous collective agreement, where provisions were grandparented, may still be covered by such historic grandparented provisions. These provisions are set out below and remain grandparented to those employees who are entitled to them as per the terms of these previous agreements.

### **2.1. Ex-HPA CA June 2022 to October 2023 (clause 9.3 Hours of Work)**

- Employees who have the contracted hours of 37.5 hours as of 30 June 2022, and who are members of the PSA, will continue to have these hours of work grand- parented.
- Any changes to the hours of work or the days of the week will be by mutual agreement between the employer and the employee.

### **2.2. Ex-MOH CA February 2020 to February 2023 (clause 7.3 Long Service Leave)**

Employees covered by this Agreement will become entitled to an additional 'one-off' week's paid leave for each completed period of five (5) years unbroken service from the date that they become covered by this Agreement. Note that if an employee is presently covered by a Ministry employment agreement that provides a long service leave entitlement, previous service under coverage of that other agreement will also be recognised for long service leave purposes.

### **2.3. Grand-parented provisions ex-MOH CA (February 2020 to February 2023) (Appendix Two)**

- The conditions of employment outlined below have been grandparented to employees who were covered by the provisions of the Department of Health Employees Agreement at the time of its expiry on 30 June 1992 and who are now covered by subsequent collective agreements between the PSA and the Ministry.
- The same arrangement will apply to employees covered by the employment contract/ agreement for staff in licensing and medicine control offices who transferred from area health boards on 1 July 1993.
- Previous service that was recognised under those Agreements for the purposes of leave and severance entitlements will continue to be recognised.

### **3. Core Hours of work**

The core hours of work for these staff continued to be 9:30am to 3:30pm. This is deemed to be an agreed variation to the "Hours of Work" clause in this CEA.

### **4. Sick leave**

Section 4.7 of the expired 1991/92 collective employment agreement will continue to apply.

### **5. Long service leave**

The transition arrangements from section 4.10 of the expired 1991/92 collective employment agreement to the "Service Leave" paragraph of the new collective agreement are:

- Employees with less than 15 years continuous service as at 23 July 2003 will be entitled to three (3) weeks paid leave on completion of 15 years continuous service, and one (1) week for each completed period of five (5) years unbroken service with the Ministry thereafter;
- Employees with 15 or more but less than 20 years continuous service as at 23 July 2003 will be entitled to four (4) weeks paid leave on completion of 20 years continuous service, and one (1) week for each completed period of five (5) years unbroken service with the Ministry thereafter; and
- Employees with 20 or more years continuous service as at 23 July 2003 are entitled (in addition to four (4) weeks long service leave if it has not been taken already) to one (1) week at their next five (5) year interval after 23 July 2003 (e.g. an employee with 28 years' service as at 23 July 2003 would be entitled to one (1) week on completing 30 years), and one (1) week for each completed period of five (5) years unbroken service with the Ministry thereafter.

### **6. Retiring leave**

Section 4.11 of the expired 1991/92 collective employment agreement will continue to apply.

### **7. Resigning leave**

Section 4.12 of the expired 1991/92 collective employment agreement will continue to apply, but service will be frozen as at 23 July 2003 (i.e., no service after 23 July 2003 will be recognized).

### **8. Severance**

The paragraphs entitled "Severance", which are part of section 7.2.08 of the expired 1991/92 collective employment agreement (or paragraph 7.2.10 in the case of the licensing and medicine contract), will continue to apply in place of the "Severance" paragraph in the new collective agreement.

### **9. Cessation leave**

The paragraphs entitled "Cessation Leave", which are part of section 7.2.08 of the expired 1991/92 collective employment agreement (or paragraph 7.2.10 in the case of the licensing and medicine contract), will continue to apply, but service will be frozen as at 23 July 2003 (i.e. no service after 23 July 2003 will be recognised).

## Appendix 2: Personal to Holder Provisions

1. This agreement is the first national Collective Agreement for professional, advisory, knowledge and specialist healthcare workers in Te Whatu Ora.
2. It brings employees transferred from the Ministry of Health and the Health Promotion Agency under the Pae Ora legislation and employees in Districts and former Shared Service Agencies, who do the same or similar work into one Collective Agreement.
3. This is the first time many employees who are on Individual Employment Agreements have had the opportunity to be covered by a Collective Agreement. Consequently, there may be terms and conditions in Individual Employment Agreements that or relate to matters that are not provided for in this Collective Agreement.
4. The following process has been agreed to enable the PSA on behalf of an employee to raise matters related to such terms and conditions and for agreement to be reached with respect to them:
  - A 'personal to holder' record will list any individual terms or conditions of employment that have been agreed between the employer and the employee and that Te Whatu Ora agrees to retain.
  - Agreement will not be unreasonably withheld where the loss of the individual term or condition would result in the entitlements of the employee being overall less favourable than the employee's entitlements in the Collective Agreement (compared to their previous IEA) and/or would be detrimental to the employee in light of their unique personal circumstances.
5. This process will be put in place as part of the implementation of this new Collective Agreement, with a period of 3 months from date of ratification provided to raise such matters. No requests will be considered outside this timeframe.
6. The parties agree that the detail of the process will be finalised as part of implementation plan of the Collective Agreement.