



# Boulcott Private Hospital

Boulcott Private  
Hospital

and

NZNO

## COLLECTIVE AGREEMENT

1 July 2022 to 31 March 2024

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## COLLECTIVE AGREEMENT

This collective agreement is made pursuant to the Employment Relations Act 2000, as amended from time to time, and sets out the rights and obligations of the parties with the intent that they will be followed fairly and in good faith. The parties to this agreement are:

Boulcott Pulse Health Limited (“the Employer”); and  
the New Zealand Nurses Organisation (“NZNO”).

### 1. APPLICATION

This agreement replaces any expressed terms and conditions of employment that may have applied prior to the commencement date of this agreement.

Nothing in this agreement shall prevent the parties agreeing in writing to vary any or all of the provisions contained in this contract.

### 2. TERM

This agreement shall come into force on 1 July 2022, and expires on 31 March 2024.

### 3. COVERAGE

This agreement covers permanent and casual employees of the Employer who are employed on a waged basis to work in the classifications set out in Schedule A of this Agreement and will apply to employees who are employed by the employer and are NZNO members.

### 4. DEFINITIONS

“**Full-time Employee**” means an employee who works 80 hours or more over a 14-day period as a permanent employee.

“**Part-time Employee**” means an employee who works less than 80 hours over a 14-day period as a permanent employee.

“**Casual Employee**” means an employee who is not employed on a permanent basis but is engaged to work on an “as required” basis.

“**Permanent Employee**” means an employee who works continuously for the company, regularly working to agreed hours during each 14-day period.

“**Day Rate**” means the hourly rate of pay at the Base Rate for a permanent employee working between the hours of 7.00 am and 7.00 pm on any day of the seven day week.

“**Night Rate**” means T0.15 in addition to the Base Rate for a permanent employee working between the hours of 7.00 pm to 7.00 am on any day of the seven-day week.

“**Weekend**” means T0.5 in addition to the Base Rate for a permanent employee working from 10.45pm Friday to 10.45pm Sunday in any week.

**“Base Rate”** means the applicable hourly rate for each classification set out in Remuneration (clause 11). The Base Rate excludes overtime, penal rates, on-call and call-back. T1 refers to the Base Rate; T1.5 refers to one and a half times the Base Rate and T2 refers to double the Base Rate.

## **5. VARIATION OF AGREEMENT**

Any provision contained in this agreement may be varied by agreement between the parties. Any variation will be recorded in writing and will form part of this agreement once signed by both parties. Employees' individual terms and conditions of employment may be varied between the employer and individual employees.

## **6. HOURS OF WORK**

The maximum number of ordinary hours in any 14-day period shall be 80 hours.

The pay for full-time employees will not be less than 80 hours in any 14-day period unless agreed between the employer and the employee, or as permitted by this agreement.

The hours of work may be negotiated and recorded separately in writing between the employer and each employee and will vary between employees. Generally, however hours will be between 4 to 10 hours per day/shift.

The rostering of hours will have regard to the service requirements of the hospital. The Employer provides a seven day a week service. This may at times necessitate an employee being required to change duties, rosters or transfer from one unit to another to ensure effective staff coverage. Employees' specific titles and duties are contained in their job descriptions.

Employees shall have four periods of at least 24 hours off duty each fortnight. These off-duty periods should generally consist of two periods of 48 hours. However, these periods may fall separately no more than once every four weeks at the request of the employee or to facilitate rostering.

Night and weekend rates will be defined as being worked on the day where most of the hours fall. For example, a night shift starting at 10:30pm on Friday will be defined as a Saturday shift.

Employees shall, wherever practicable, be allowed a minimum break of nine consecutive hours off duty between the work of successive duties. Where an employee receives less than the minimum break the employee shall be paid T2 Base Rate for all hours worked after the break until the employee is released from duty for a period of at least nine hours. The T2 applies to those staff who undertake a second full shift immediately following the normal rostered shift. This clause shall not apply to employees who have requested the short change.

Where economic conditions are such that existing hours of work cannot be sustained by the employer, the employer will consult with affected employees to determine mutually acceptable arrangements to overcome the problem. Where the problem cannot be resolved by negotiation the employer may reduce some or all employees' hours of work after fourteen days' notice in writing has been given. When more work becomes available, it will be first offered to staff who have had their hours reduced.

The Hospital may require a ward or a section of the Hospital to close when there are no patients.

If this occurs and the Employer cannot temporarily redeploy the employee in accordance with this agreement, the Employer will pay the employee their Base Rate for the hours the employee was rostered to work on that shift and the employee will not be required to work. To avoid doubt, the employee will not be paid any penal rates on payments under this subclause which includes weekend or night penal rights. If an employee is not required to work because a ward or section of the Hospital is closed, the hours paid under this subclause will not be included in any overtime calculations.

## **7. MEAL BREAKS AND REST PERIODS**

Employees shall be allowed a rest period of 10 minutes within each four hours of a continuous period without deduction of pay. The timing of rest periods is subject to agreement with the on-duty supervisor or manager.

Employees will not be compelled to work more than five hours without an unpaid break of one half hour for a meal unless requested by the employee.

An employee unable to be relieved from the workplace for a meal break will be entitled to have a meal while on duty and the period of the meal break will be regarded as working time paid at the rate payable at that time.

An employee unable to take a meal break after five hours or in accordance with subclause (c) will, with the approval of their manager, be paid at T0.5 in addition to the hourly rate that would otherwise be payable until the time when a meal break can be taken.

## **8. ON CALL**

The employer shall be entitled to require permanent employees to be on call. The employer will prepare a roster and make the roster available to the employee(s) required to be on call at least one week before their rostered duties.

The employer will make reasonable attempts to accommodate the needs of employees when preparing these rosters. An employee rostered on call will be paid an on-call allowance as specified below:

<b>Normal Rate On Call Rate (per hour)</b>		\$8.00
<b>Public Holiday On Call Rate (per hour)</b>		\$10.00

Where the employee who is on-call works an extension to their rostered shift, the on-call allowance commences from the end of that extended shift.

On-call means that the staff member shall at all times during the rostered period be able to be contacted and be able to attend the premises within 30 minutes of being contacted by the employer. The on call allowance is payable for all hours the employee is rostered on call including time covering the actual call out.

Where the employee is rostered on call, but is not required to work, that period will be considered part of the off-duty period for the purposes of clause 6(e). Further, the period

where an employee is rostered on call, but is not required to work, will not be considered as time worked for the purposes of clause 6(g).

## **9. COMPANY POLICY AND RULES**

Employees will be subject to and must observe and comply with all rules, policies and procedures in force from time to time, or as set out in the employer's policy and procedure manuals. The employer is entitled from time to time to amend, cancel or introduce such rules, policies and procedures as it considers necessary subject to consultation with (where appropriate) and notice to affected employees. Any employee who breaches any of the rules, policies or procedures in the employer's policy and procedure manuals may be subject to disciplinary action, which may result in the termination of the employee's employment.

## **10. PROBATIONARY PERIOD**

Employment is subject to an initial trial period of 12 weeks, during which the employee's performance will be closely monitored and assessed. Any concerns will be brought to the employee's attention to enable improvement, and continued non-performance may result in disciplinary action and the issue of formal written warnings.

If, at the end of the trial period, the employer concludes that the employee's performance remains unsatisfactory, the employer will give the employee an opportunity to respond to such concerns as the employer may have. After considering such response as the employee may wish to make, the employer may:

- (i) confirm the appointment of the employee to the permanent staff; or
- (ii) extend the probationary period for such further period as the employer considers necessary to enable a further assessment of the employee to be made; or
- (iii) terminate the employment on notice.

If the employer decides to extend the probationary period, the employer may reassign the employee to different duties for which the employee is or appears to be better suited.

On successful completion of the probationary period, confirmation in writing will be given to employees confirming the employee's position with the employer.

## **11. REMUNERATION**

All wages shall be paid in retrospect for each fortnightly period of employment by direct credit to the employee's bank account. Employees shall be supplied with details of their wage calculations.

With the exception of Team Leaders, Sterile Services roles and Anaesthetic Technician Step 7 and 8 and in accordance with Schedule A, progression through each step or year will be by annual, automatic increment on the employees' anniversary date.

The following base rates of pay will apply to the classifications listed below. FFPPOA means first full pay period on or after the date listed below.

	Current	FFPOA Ratification	% Increase	FFPOA 1 September 2023	% Increase
<b>Registered Nurses</b>					
Year 7	40.65	45.93	13.0%	48.23	5.0%
Year 6	39.46	44.59	13.0%	46.82	5.0%
Year 5	38.31	43.29	13.0%	45.45	5.0%
Year 4	34.86	39.39	13.0%	41.36	5.0%
Year 3	33.70	38.08	13.0%	39.99	5.0%
Year 2	31.19	35.24	13.0%	37.01	5.0%
Year 1	28.52	32.23	13.0%	33.84	5.0%
<b>Practice Nurse</b>					
	43.46	49.11	13.0%	51.57	5.0%
<b>Team Leader (Nurse)</b>					
Grade 3	48.17	54.43	13.0%	57.15	5.0%
Grade 2	46.36	52.39	13.0%	55.01	5.0%
Grade 1	43.72	49.40	13.0%	51.87	5.0%
<b>Clinical Nurse Manager</b>					
	49.54	55.98	13.0%	58.78	5.0%
<b>Nurse Practitioner</b>					
	56.81	64.20	13.0%	67.41	5.0%
<b>Enrolled Nurses</b>					
Year 5	31.08	35.29	13.5%	37.05	5.0%
Year 4	29.60	34.18	15.5%	35.89	5.0%
Year 3	28.19	33.07	17.3%	34.72	5.0%
Year 2	26.13	30.67	17.4%	32.20	5.0%
Year 1	24.81	29.31	18.1%	30.78	5.0%
<b>Anaesthetic Technicians</b>					
Step 8	38.72	43.75	13.0%	45.94	5.0%
Step 7	37.01	41.82	13.0%	43.91	5.0%
Step 6	35.30	39.89	13.0%	41.88	5.0%
Step 5	33.41	37.75	13.0%	39.64	5.0%
Step 4	32.12	36.30	13.0%	38.11	5.0%
Step 3	30.57	34.54	13.0%	36.27	5.0%
Step 2	29.16	32.95	13.0%	34.60	5.0%
Step 1	28.05	31.70	13.0%	33.28	5.0%
<b>Sterile Services</b>					
Team Leader	35.03	39.58	13.0%	41.56	5.0%
Technician Level 5	27.95	31.58	13.0%	33.16	5.0%
Technician Level 4	26.11	29.50	13.0%	30.98	5.0%
Technician Level 3	24.38	27.55	13.0%	28.93	5.0%
Trainee Level 2	22.51	25.44	13.0%	26.71	5.0%
<b>Loan Store Coordinator</b>					
Step 4		32.63	merit	34.26	5.0%
Step 3		31.38		32.95	5.0%
Step 2		29.60		31.08	5.0%
Step 1		28.01		29.41	5.0%
<b>Hospital Aide</b>					
Step 5	new	29.50		30.98	5.0%
Step 4	new	28.64		30.07	5.0%
Step 3	23.23	28.13	21.1%	29.54	5.0%
Step 2	21.49	26.37	22.7%	27.69	5.0%
Step 1	20.38	24.82	21.8%	26.06	5.0%
<b>Administration</b>					
		<b>FFPOA 1 Sept 2022</b>			
Step 7		31.50	merit	33.08	5.0%
Step 6		30.75	merit	32.29	5.0%
Step 5		29.00		30.45	5.0%
Step 4		28.25		29.66	5.0%
Step 3		27.50		28.88	5.0%
Step 2		26.75		28.09	5.0%
Step 1		25.00		26.25	5.0%

## 12. OVERTIME

Overtime is time worked in excess of eight hours in any day or in excess of an employee's rostered shift (if greater than eight hours) or 40 hours in the pay week or 80 hours in fortnight in accordance with clause 7 and is authorised by the employer.

Overtime will be paid as follows:

- (i) T1 .5 of the employee's Base Rate for the first 2 hours of overtime worked; and
- (ii) T2 of the employee's Base Rate for all subsequent hours worked in excess of 2 hours overtime.

An employee will be paid T2 of the employee's Base Rate for all overtime worked in the following circumstances:

- (i) where an employee's ordinary shift is 10 hours and the employee is required to work extra hours in excess of the 10 hour shift;
- (ii) where overtime hours are worked between the hours of 10:00pm and 6:00am Monday to Sunday;
- (iii) where overtime hours are worked on a weekend between the hours of midnight Friday and midnight Sunday; or
- (iv) where a full-time employee works an additional shift.

Employees who are paid overtime in accordance with this clause will not be paid night rates or weekend rates for overtime hours worked.

### Theatre, CSSD and PACU Staff Overtime Allowance

Where any of these employees agree to work beyond 6:00pm, and beyond their rostered shift, to complete a day beyond their roster, the employer agrees to pay an overtime allowance equivalent of T2 to the Base Rate for the time after 6:00pm or after their rostered shift hours, whichever applies.

### Time Off in Lieu ('TOIL')

Subject to the prior approval of the Employer, an employee may elect to be compensated for overtime worked either by payment pursuant to clause 12(b) or 12(c) or by grant of TOIL at a time to be mutually agreed, provided that:

- (i) the period of TOIL is equivalent to the period of time spent working in excess of rostered hours of work calculated at the equivalent overtime penalty rate;
- (ii) in computing overtime for the purposes of TOIL each period of overtime shall stand alone;
- (iii) an employee will normally be allowed to accumulate no more than 24 hours credit towards TOIL under clause 12(f). However, an employee can seek approval from their manager to accrue more than 24 hours credit towards

TOIL; and

- (iv) it is expected that an employee will take all accumulated TOIL by 31 January each year. Any accumulated TOIL not taken by 31 January each year will be paid to the employee in the next pay period at the overtime rate applicable to the overtime when worked.

The Employer shall maintain an appropriate record of TOIL hours accumulated by each employee under clause 12(f). Any unused TOIL accrued in accordance with this Agreement will be paid to the employee on termination.

### **13. CALLBACKS TO THEATRE**

Employees called back to work in theatre shall be paid at T2 with a minimum payment of three hours for each call back.

As per Clause 7:

- (i) employees shall be allowed a minimum break of nine consecutive hours off duty between shifts. Where an employee receives less than the minimum break the employee shall be paid T2 Base Rate for all hours worked after the break until the employee is released from duty for a period of at least nine hours. If a call back is less than a full shift and is worked between two periods of a full shift, a break of nine hours continuous must be provided, either before or after the call back. If a break has been provided before the call back it does not need to be provided afterwards unless the call back is between 11pm and 5am, when the nine-hour break must be provided afterwards as well.

Time spent off duty during ordinary working hours solely to obtain a nine-hour break shall be paid at Base Rate. Any absence after the ninth consecutive hour of such a break shall be treated as a normal absence from duty.

### **14. DEDUCTIONS AND RECOVERIES**

The employer is entitled to make a rateable deduction from an employee's salary for any time the employee is absent from work for other than periods of authorised paid leave, or paid leave to which the employee is entitled in terms of this agreement.

In the event of an overpayment of wages, the employer may recover the amount of overpayment provided the employee is given written notification of the intention to recover the overpayment, the amount to be recovered and an explanation of the reasons for the overpayment.

Overpayments may be recovered in accordance with the provisions of the Wages Protection Act 1983.

### **15. CERTIFICATE OF SERVICE**

Upon termination of employment the employer shall provide the employee with a signed certificate of service setting out the nature and period of employment.

## 16. EXPENSES AND ALLOWANCES

As per Boulcott Hospital's Staff Discounts Policy, a discount of 20% up to a maximum of \$500 is offered to employees having a surgical procedure at Boulcott Hospital. The discount applies to employees only and is not available to spouses/partners or dependents.

Where an employee is required by law to hold an annual practising certificate or registration, the cost of the certificate shall be met by the employer provided that:

- (i) it must be a statutory requirement that a current certificate or registration be held for the performance of duties;
- (ii) the employee must be engaged in duties for which the holding of a certificate or registration is a requirement;
- (iii) where an employee is required to hold dual annual practising certificates or registrations, the cost of both shall be met by the employer;
- (iv) no reimbursement will be made if the employee is entitled to a reimbursement from any other employer; and
- (v) reimbursement of certificate or registration costs will be provided upon receipt/proof of payment.

The employer shall reimburse the employee for all reasonable travel, accommodation and other expenses that the employee properly incurs in the exercise of duties. Receipts or other acceptable documentation must accompany all reimbursement requests.

Higher Duty Allowance:

- (i) A higher duties allowance shall be paid to an employee who at the request of the employer is performing the duties and carrying the responsibilities of a position or grade higher than the employee's own.
- (ii) An employee who is required to undertake and carry out the responsibilities and substantive duties of a higher graded position than the employee's own position for more than five consecutive working days shall be paid a higher duties allowance of \$4.12 per hour for all hours worked.
- (iii) This allowance is not added to the Base Rate nor is it included for penal rates and overtime purposes.

Shift Coordinator Allowance

- (i) Where an employee acts as a Shift Coordinator the employer will pay an additional Coordinator's allowance of \$3.50 per hour. This supplement is not added to the Base Rate nor is it included for penal rates and overtime purposes.

Meal Allowance

- (i) Where an employee is required to work overtime for more than two hours after completing their rostered shift, the Employer will provide the employee with a meal without charge. If a meal is not available, the Employer will pay

the employee a meal allowance of \$8.00.

Shoe allowance

- (i) Permanent employees will be paid a footwear allowance of \$0.10 per hour.

## **17. TRAINING AND PROFESSIONAL DEVELOPMENT**

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

- (i) Where compulsory training courses are required by the employer, the employer will meet all costs. Payment of ordinary wages, based on normal working hours to a maximum of 10 hours per day will be paid (including attendance outside normal working hours).
- (ii) The employer may, at its discretion, pay for other, non-requisite training courses including conferences.
- (iii) In the event that an employee terminates their employment within a period of three months of completing a training course, or attending a conference, the employee will be required to reimburse the company the full cost of such training course, or conference, comprising course/conference/travel/accommodation expenses an appropriate together with repayment of any remuneration paid for the duration of such course or conference.

New Graduate Training:

- (i) If, for any reason, the employee decides to terminate the employment relationship or the decision is made by the Employer to terminate the employment relationship for disciplinary reasons only within a given period of completing a training course, the employee will be required to reimburse the Company for training costs as set out below:
  - within 12 months: full reimbursement of training costs
  - within 2 years: 60% of training costs

Professional Development and Recognition Programme

- (i) The Professional Development and Recognition Programme (“**PRDP**”), set out a Schedule C, is aligned to the “National Framework to Nursing Professional Development and Recognition Programmes” as established by the Nursing Council of New Zealand in accordance with the Health Practitioners Competency Assurance Act 2003.
- (ii) All Registered Nurses and Enrolled Nurses are required to demonstrate a competent level of practice, as determined by the Employer. Participation in the PRDP for Registered Nurses and Enrolled Nurses to achieve proficient, expert (Registered Nurses only) and accomplished (Enrolled Nurses only) is voluntary.
- (iii) Staff working on preparing a portfolio, obtaining or maintaining skill levels associated with the PPDP are entitled to one day paid leave per annum in

order to undertake research or study associated with meeting the PDRP requirements.

- (iv) In recognition of the importance of increasing the number of expert/accomplished and proficient nurses, an employee who reaches the following levels of practice will receive the pro-rata allowance set out in subclause (iv) as long as the employee maintains that level of practice, as determined by the Employer. All levels of practice allowances shall be added to the Base Rate and be payable on all hours worked and shall attract penal rates and overtime.
- (v) The rates of these allowances are as follows:
  - Registered Nurse Expert: \$2.68 per hour
  - Registered Nurse Proficient: \$1.67 per hour
  - Enrolled Nurse Accomplished: \$2.16 per hour
  - Enrolled Nurse Proficient: \$1.44 per hour

## **18. UNIFORMS**

Where the employer deems it necessary or desirable, employees will be supplied with, and will be expected to wear, uniforms. The employer will meet the cost of supplying such uniforms.

Under the requirements of the Health and Safety at Work (General Risk and Workplace Management) Regulations 2016, the employer will provide personal protective equipment (PPE) which is selected to minimise risks to health and safety, is suitable for the nature of the work and any hazard associated with the work. Staff must wear or use the PPE in accordance with any information, training or reasonable instruction by the employer, and fulfil their obligations stated in policies regarding misuse, damage, defects or cleaning required specific to the PPE.

The employee shall wear the complete uniform as supplied and abide by the company's uniform protocols. (Each area has its own protocols). All uniform items supplied by the employer must be returned immediately upon the termination of employment.

For the purpose of calculating the value of unreturned items at termination, the initial value shall be reduced by 1/12th for each complete month, which has elapsed since time of issue to account for fair wear and tear provided however that the first obligation of the employee is to return all items supplied.

## **19. PRIVACY AND CONFIDENTIAL INFORMATION**

The employer has a policy in place regarding privacy terms and conditions which have been drawn up to assist employees in knowing their obligations in terms of the Privacy Act 2020. This policy must be adhered to at all times by all employees. Any breach of the policy, or of this clause, will be considered an act of serious misconduct, justifying summary dismissal.

The employee undertakes not to disclose to any person, or make use of, any information or material in respect of any other employee or patient, which has been obtained by the employee during the course of his/her employment with the employer.

The employee shall not remove or copy any information, including client information, from the employer's premises without the consent of the employer.

The restrictions contained in clauses (b) and (c) above do not apply to:

- (i) the use or disclosure of such information in the normal course of the employee's duties; and
- (ii) information, which has already become public knowledge other than as a result of a breach of this clause by the employee.

Employees shall not at any time or for any reason, whether during the term of this agreement or after its termination, disclose to any person any confidential information relating to the employer.

Employees shall not disclose any confidential information within the company to any person other than an employee of the company authorised to receive it.

Employees shall not use any confidential information relating to information of the employer or information gained through their employment, to their own benefit, as distinct from the benefit of the employer.

The restrictions contained in this clause above apply both during the term of this agreement and after the expiry of the agreement.

## **20. ANNUAL HOLIDAYS**

Employees will be entitled to the following annual holidays:

- (i) on completion of twelve months' continuous service with the employer, employees are entitled to four weeks' paid annual holidays, calculated in accordance with the provisions of the Holidays Act 2003, per annum; and
- (ii) on completion of five years continuous service with the employer, employees are entitled to five weeks' paid annual holidays per annum.

In addition to the entitlement to paid annual holidays set out at subclause (a) above, employees who qualify for shift leave will be entitled to up to five additional days paid annual holidays per annum, pro-rated, as follows:

- (i) to qualify for shift leave, an employee must perform at least two hours of work outside the hours of 6:45am and 5:00pm ("**qualifying shift**") on a minimum of 21 shifts in a calendar year; and
- (ii) once the employee qualifies for shift leave, the employee will be entitled to the below number of additional shift leave days depending on how many qualifying shifts the employee works in the calendar year:

<b>Number of qualifying shifts per calendar year</b>	<b>Number of days of shift leave per calendar year</b>
121 or more	5 days
96 - 120	4 days
71 - 95	3 days
46 - 70	2 days
21 - 45	1 day

Casual employees will be paid 8% of their gross earnings at the completion of each period of employment.

Annual holidays shall be taken at a time mutually agreed between the Employer and the employee or, failing agreement, as directed by the Employer. The Employer shall not give less than two weeks' notice of requirement for the employee to take annual holidays.

An employee may, with the mutual agreement of the employer, take anticipated annual holidays but must pay back any such holiday pay if she/he resigns before working the required amount of time to earn those holidays.

The Employer may temporarily close part or the whole of the Hospital for an annual shutdown for a period not exceeding two weeks. Where practicable, the Employer will give at least six weeks' notice of the dates of the shutdown. Where an employee's entitlement to annual holidays is less than the period of the shutdown, he or she can access long service leave, if applicable, or leave without pay.

Annual Leave applications will be responded to within 14 days of receipt.

## **21. PUBLIC HOLIDAYS**

Public holidays shall be allowed in accordance with the provisions of the Holidays Act 2003.

Employees agree to work on such public holidays, as the employer shall require.

Public Holidays are: Christmas Day, Boxing Day, New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day, Matariki, Labour Day, Queen's Birthday, Waitangi Day and Wellington Anniversary Day.

For night staff, the public holiday shall be deemed to start at 10:45pm the day before, and finish at 10:45pm on the day of the public holiday.

Where an employee is required to work on any one of the statutory holidays, and that holiday falls on what would otherwise be an ordinary working day for that employee, the employee shall be paid at twice (T2) the appropriate day/night rate and receive an additional day's leave in lieu at a later date in the employee's annual leave year. This clause is subject to sections 45 and 45A of the Holidays Act 2003, to the intent that it does not increase an employee's statutory holiday entitlement beyond the statutory entitlement.

Should any public holiday fall during an employee's annual leave period, the employee will receive an additional day's annual leave for each of those public holidays.

Staff who work rostered duties shall receive a paid lieu day for public holidays not worked if they worked on the day of the week that the public holiday falls on more than three occasions in the previous 10 weeks. The paid lieu day will be paid in the pay period that the public holiday falls.

If an employee is on-call during a public holidays/he will be given a paid alternative holiday in terms of the Holidays Act 2003, whether or not s/he was required to work on the public holiday. If the employee was not required to work on that day, the employee will be paid their ordinary pay for an observed public holiday. If required to work the employee

will instead be paid in accordance with sub-clause d) of this clause.

Alternative public holidays shall be taken on a day agreed between the employee and employer. Any alternative holiday to which the employee is entitled, after working on a public holiday, shall be taken on an equivalent day of the week to the public holiday that was worked to provide that entitlement.

## **22. WELLNESS POLICY**

The parties agree that the Wellness Policy attached as Schedule B applies.

## **23. SICK LEAVE**

Sick leave, where applicable, will be paid in accordance with the Holidays Act 2003, or the Wellness Policy, whichever is the greater.

From commencement employment, an employee is entitled to ten (10) days sick leave as for each 12-month period of service (in accordance with the Holiday Act 2003 and its subsequent amendments).

Sick leave may be taken where the employee is sick/injured, their spouse/partner is sick/injured, or when a person who is dependent on the employee for care is sick/injured.

Sick leave may be accumulated to a maximum of 20 days.

[Sick leave is in accordance with the Holidays Act 2023 and its subsequent amendments. Note: employees employed prior to 1 May 2023 shall retain their previously applicable entitlement dates.]

## **24. BEREAVEMENT LEAVE**

After 6 months continuous employment, an employee is entitled to paid bereavement leave in accordance with the Holidays Act 2003 and its subsequent amendments. This currently provides for:

- (i) Three days' bereavement on the death of a parent, grandparent, sibling, child (including a miscarriage or still-birth), grandchild, spouse, or parent-in-law; or
- (ii) One day's bereavement leave on the death of any other person. The Employer must take into account how close the association was between the employee and the other person, whether the employee has to take significant responsibility for any or all of the arrangement for the ceremonies relating to the death, or whether the employee has any cultural responsibilities they need to fulfill in respect of the death.

## **25. PARENTAL LEAVE**

The provisions of the Parental Leave and Employment Protection Act 1987 and its amendments shall apply to any employee who qualifies for parental leave in accordance with that Act.

In addition to the provisions set out in the Parental Leave and Employment Protection Act 1987, an employee may be entitled to paid parental leave in accordance with subclause (c) where the employee meets the following eligibility criteria:

- (i) the employee is a permanent employee and has more than 12 months continuous service;
- (ii) the parental leave is in respect to a child born to the employee or their partner or a child who is under the age of six years of age, where the employee takes permanent primary responsibility for the care, development and upbringing of that child;
- (iii) the employee is the primary carer of the child; and
- (iv) the employee is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 ("**statutory payment**").

Effective the date the Agreement is ratified, where the employee meets the eligibility criteria set out in subclause (b) above, the Employer will pay the employee the difference between the weekly statutory payment and the employee's equivalent weekly Base Rate (pro rata if less than full time) for a period of up to 16 weeks.

The payments made in accordance with subclause (c) will only be made in respect of the period for which the employee is on parental leave and in receipt of the statutory payment, which may be less than 16 weeks. Employees who negotiate carer leave under Part 3A of the Parental Leave and Employment Protection Act 1987 are not entitled to a payment under subclause (c).

Parental Leave applications should be made in accordance with the requirements of the Parental Leave & Employment Protection Act 1987.

## **26. JURY SERVICE**

Where an employee is obliged to undertake jury service or is subpoenaed to appear before the court as a witness, the difference between the fees or witness expenses (excluding reimbursing payments) paid by the court and the employee's normal daily pay shall be made up by the employer provided:

- (i) that the employee produces the court expenses voucher to the employer;
- (ii) that the employee returns to work immediately on any day she/he is not actually serving on a jury or required as a witness; and
- (iii) such payments shall be made up to a maximum of five days in respect of each separate period of jury service.
- (iv) The Employer will consider support for a longer period on a case-by-case basis if the jury service requirement is more than 5 days.

## **27. LONG SERVICE LEAVE**

An employee will become entitled to long service leave (each entitlement is a one-off entitlement) after each qualifying period of completed current continuous service as follows:

- 5 years - 1 week
- 10 years - 2 weeks
- 15 years - 3 weeks

20 years - 4 weeks  
25 years - 5 weeks  
30 years - 6 weeks

If leave is not taken within a year of it becoming an entitlement, the Employer may direct the employee as to when it is to be taken.

Payment for long service leave is on the basis of an employee's ordinary weekly pay.

Each entitlement must be taken as a full week and not as individual days.

## **28. FAMILY VIOLENCE LEAVE & FLEXIBLE (Short-term) WORKING ARRANGEMENTS**

After 6 months continuous employment, an employee will be entitled to up to 10 days paid family violence leave in accordance with the Holidays Act 2003.

The employee will be entitled to request flexible work arrangements for a period of up to two months in accordance with the Employment Relations Act 2000.

## **29. PROFESSIONALISM**

Professional behaviour and attitude is required in all employees' dealings with visitors, principals, staff or clients of the employer. A high standard of dress is required at all times.

## **30. HEALTH AND SAFETY**

Under the Health and Safety at Work Act (2015), the employer is committed to a health and safety system and programme that ensures all employees and other persons are protected against harm to their health and safety and welfare by eliminating or minimising risks arising from work. The employer will ensure the system provides for fair and effective workplace representation, consultation, co-operation and resolution of issues in relation to work health and safety.

It is a requirement of the Act that while at work, an employee must take reasonable care of his or her own health and safety and take reasonable care that his or her acts or omissions do not adversely affect the health and safety of other persons; and comply as far as the worker is reasonably able, with any reasonable instruction that is given by the employer to allow the employer to comply with the Act and its regulations. Staff will comply with any reasonable policy or procedure of the employer relating to health and safety at the workplace that has been notified to staff.

Employers are to ensure safety procedures are followed at all times. Employees must ensure that they know the company's health and safety rules and procedures. If employees do not comply with the rules and procedures, disciplinary action may be taken.

Employees are expected to report as soon as possible to management any accidents, incidents or hazards arising during the course of employment. If any employee has any concerns in regards to her/his safety, or the safety of others in the workplace, the employee is to report to the employer's Safety Officer.

Employees agree to undergo a medical examination by a practitioner of the employer's choice, and at the employer's expense, where the employer deems such an examination to be necessary or appropriate.

### **31. HEALTH MONITORING**

The employer will monitor-

- (i) Employees' exposure to any minimised significant hazard; and
- (ii) The health of employees in relation to the hazard, pursuant to the requirements of the Health and Safety at Work Act (2015) (hereinafter referred to as "the Act").

The employer will provide the results of the health monitoring of the employee to that employee, where that monitoring was undertaken in compliance with the Act, and the monitoring was undertaken by or on behalf of, and the results have been given to, the employer.

### **32. TECHNOLOGICAL CHANGE**

The methods used to perform certain tasks are changing constantly and the employer reserves the right to introduce new work methods or equipment from time to time.

### **33. INTELLECTUAL PROPERTY**

Any original work, process, design or other material produced or to be published by the employee and arising from the employment with the company, shall remain the property of the employer which shall have full rights to such work, process, design, or other material whether those rights are exercised in any form or not during the employment or on cessation of the employment.

### **34. SUSPENSION**

Where circumstances warrant it, the employer has the discretion to temporarily suspend the employee from her/his duties prior to and during a full investigation of the allegations is undertaken. The employee will be paid their ordinary wages whilst on suspension.

### **35. REDUNDANCY**

The parties agree that this clause has been negotiated and agreed with a view to preventing employees from being disadvantaged in the event of redundancy, business sale or closure or the contracting out of all or part of the employer's business. In this clause "redundancy" means a situation where the employee's employment is liable to be terminated, wholly or mainly, owing to the fact that the employee's position is, or will become, superfluous to the needs of the employer.

Where an employee is declared redundant, the employer will:

- (i) Take reasonable steps to re-deploy the employee in alternative suitable employment with the employer. Give the employee two weeks' notice (or pay in lieu thereof). This is inclusive of, and not in addition to, the notice provided for in the general termination provisions of this agreement.

In the event that the employee has not declined any offers of suitable alternative employment that the employer has made at the same or less remuneration, the employer shall pay the employee six (6) weeks' ordinary pay at day rates for the first complete twelve (12) month period of employment and two (2) week's ordinary pay at day rates for each complete subsequent twelve (12) month period of employment up to a maximum of twenty (20) weeks' ordinary pay.

#### Employee Protection

Where the employer is contracting out, selling or transferring all or part of the business, including the part of the business where the employee is employed, the following provisions will apply:

- (i) Where practicable, the employee will be consulted about any proposal to sell all or part of the business or to contract out or transfer work before a final decision is made.
- (ii) If the employer decides to proceed with the proposed restructure, it will negotiate with the new contractor/service provider with a view to endeavouring to have the new employer offer the employee employment on the same or similar terms and conditions and recognising service as continuous. The employee will be advised of timeframes for such negotiation, and for the acceptance of any offer of employment or of any application and interview process, as soon as possible.
- (iii) The employee is entitled to choose whether or not to accept employment with the contractor/service provider. In the event that the contractor/service provider offers the employee employment in terms of sub-clause (ii) above, no redundancy situation will arise, and the employee will not be entitled to receive redundancy compensation, whether or not the employee chooses to accept the offer of employment. The employee will be entitled to two weeks' notice of termination of employment with the employer (which is not in addition to any other notice period specified within this agreement).
- (iv) In the event that the contractor/service provider is not prepared to offer the employee employment in terms of sub-clause (ii) above, or offers employment on lesser terms and conditions and/or without recognition of the employee's service, the employee will receive two weeks' notice of termination (which is not in addition to any other notice period specified in this agreement) and redundancy compensation under clause 33(a) of this agreement.

### **36. DISCIPLINARY PROCEDURES**

Where an employee's action or omission is considered by the employer as potential misconduct

or poor performance (except in cases of serious misconduct where summary dismissal is warranted) a warning procedure by the employer shall follow. Such misconduct includes (but is not limited to) failure to wear prescribed personal protective equipment, poor attendance, poor work performance, behavioral problems and poor safety work methods. The giving of a warning is not restricted to the repetition of the same breach committed by the employee.

The warning procedure the employer will normally follow is outlined below. The employer reserves the right to depart from this process where it considers departure appropriate in the particular circumstances.

#### First Breach

A written warning shall be given and include:

- (i) a statement of the problem;
- (ii) identification of any rule that has been broken;
- (iii) any consequences that may have resulted from the breach;
- (iv) the corrective action required of the employee;
- (v) the proposed action by the employer if corrective action is not taken.

#### Second Breach

- (i) As above.

#### Third Breach

- (i) Dismissal.

### **37. TERMINATION OF EMPLOYMENT**

Either party may terminate employment by giving not less than four weeks' notice in writing to the other party.

- (i) Where an employee gives less than four weeks' notice then the employer is entitled to deduct one week's wages from the employee's final pay.
- (ii) The employer may elect to pay wages in lieu of all or part of any notice period.
- (iii) Serious misconduct by an employee may give rise to summary dismissal and no notice will be given to the employee by the employer. Conduct that may give rise to summary dismissal includes (but is not limited to):
  - 1) Unauthorised possession of company property/ equipment.
  - 2) Falsification or being party to falsification of any company document or record.
  - 3) Disclosure of confidential information.
  - 4) Willful misconduct likely to result in harm to fellow employees. Where the employee is absent from her/his place of work for a continuous period of three working days without the consent of the employer or without good cause, the employee shall be deemed to have abandoned her/his employment.
  - 5) Supplying misleading or false information prior to employment or failure to disclose prior to employment, any information that may

be relevant to suitability for the role (including criminal convictions).

Under these circumstances the employer will not be required to give notice to the employee.

Upon termination for any reason whatsoever the employee shall immediately deliver to the employer all documents, records, equipment, credit cards and any other property belonging to the company to the satisfaction of the employer. Upon termination, the employee must settle any staff or credit accounts with, or any other debt owing to, the employer.

Subject to clause 15(c)(v) of this Agreement, a dismissed employee shall receive their final wages on the day of their dismissal or on the next working day.

### **38. TERMINATION FOR MEDICAL REASONS**

The employer may terminate the employee's employment by giving such notice to the employee as the employer deems appropriate in the circumstances if the employer is of the opinion that the employee is incapable of the proper performance of the duties of the employee under this agreement as a result of physical or mental illness.

Before taking any action under this clause, the employer may require the employee to undergo a medical examination by a registered practitioner nominated by the employer or if the employee wishes, two medical practitioners, one nominated by the employer and one nominated by the employee and the employer shall take into account any report or recommendations made available to it as a result of that examination and any other relevant medical reports or recommendations which it might receive or might wish to be tendered to it by or on behalf of the employee.

### **39. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS**

#### **39.1 Employment Relationship Problems - What Are They?**

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

Full definitions of the kinds of employment problems that may arise are contained in the Employment Relations Act 2000 - see Part 9 of the Act. The following provides a broad description of the areas that are included:

**Personal Grievance:** A claim by an employee alleging unjustified dismissal, disadvantage, discrimination, sexual or racial harassment or duress. In the case of sexual or racial harassment an employee must advise her/his employer to allow them an opportunity to take whatever practical steps that are available to prevent a repetition of the harassment. A personal grievance does not include problems agreeing on variations to employment conditions. See Sections 103 -112 of the Act.

**Dispute:** A dispute over the interpretation, application or operation of an employment agreement. A 'dispute' may be initiated by either the employee or the employer, or on their

behalf by a representative. In the case of collective agreements the person initiating the 'dispute' must advise the employer and union parties to the collective agreement. See Section 129 of the Act.

Wage Arrears: A claim by an employee that they have not been correctly paid wages (or other money payable) required under an employment agreement or by law. See Section 131 of the Act.

### 39.2 WHAT HAPPENS IF YOU BELIEVE YOU HAVE AN EMPLOYMENT PROBLEM?

#### Step One - Tell us first!

- (i) If you think you have an 'employment problem', then you must let your manager know immediately, so we can try and resolve it with you then and there. If you don't feel you can approach your manager, you can go to another manager you feel comfortable with.
- (ii) In some cases, there is a time limit on when you have to do this - see 'Personal Grievances'.
- (iii) In the case of a 'dispute' and we initiate it we will tell you about it immediately.

#### Step Two - What next?

- (i) If we cannot resolve the employment problem within five working days of it being raised the party initiating the problem must then give to the other party a written statement that contains the following:
  - 1) Details of the grievance, dispute or wage arrears (as applicable).
  - 2) Why they feel aggrieved.
  - 3) What solution they seek to resolve the employment problem.

In response the other party must reply in writing within 10 working days setting out the following:

- (ii) Their view of the facts.
- (iii) Their view on the solution sought. If the remedies claimed are not accepted then the reason(s) for this must be stated.

If we cannot resolve the problem then the party who initiated it shall within 10 working days of the response under 2.2 advise the other of any change to their written statement. If there is no change then a simple written confirmation of this is sufficient. The party initiating the matter may then refer the matter to the Mediation Service of the MBIE (see below).

### 39.3 Personal Grievances- When must you raise one?

If you feel that you have grounds for raising a personal grievance with the Company (for unjustified dismissal, unjustifiable disadvantage, discrimination, duress, sexual or racial

harassment), then you must do so within 90 days of the action occurring, or the grievance coming to your notice. Otherwise, your claim may be out of time and we will not be obliged to consider it.

If you raise your grievance out of time, we can choose to accept the late advice or to reject it. If we choose to reject it, and therefore to not consider the grievance, you can ask the Employment Relations Authority to grant you leave to raise the grievance out of time.

You must raise any grievance with your manager so that we know what the grievance is about (see steps 1-2).

### 39.3 Mediation Services

If an employment problem is not resolved as set out above the party initiating it may contact the MBIE Mediation Services for free assistance. Their number is in the phone book under "MBIE" or phone 0800 209 020. The mediator will try to help us resolve the problem but won't make a decision as to who is right or wrong unless we both want this.

### 39.4 Employment Relations Authority

If the employment problem is still not resolved the next step is to apply to the Employment Relations Authority for assistance. This is a more formal step to take, and you might want to have someone representing you. The Authority member will investigate the problem and will make a decision. This decision can be appealed by either of us to the Employment Court and then to the Court of Appeal.

### 39.5 Representation

At any stage, you are entitled to have a union representative or other representative of your choice, working on your behalf, and we will work with you and that person to try to resolve the problem. We can also choose to have a representative working on our behalf.

### 39.6 Delays

In good faith we must both deal with any employment problem promptly. Any unreasonable delays may prejudice the other party's ability to properly respond to the employment problem claim.

### 39.7 More Information

You can get free advice from the MBIE (Employment Relations Service) on 0800 209 020.

## **40. UNION MEMBERSHIP AND UNION REPRESENTATIVES**

### 40.1 NZNO Meetings

NZNO members shall be entitled to four hours paid time off to attend NZNO meetings in each calendar year provided that each of the following conditions is fulfilled:

- (i) At least 14 days' notice of the meetings shall be given.
- (ii) Work shall resume as soon as practicable after the finish of the meeting.
- (iii) NZNO will consult with the employer to ensure that the employer's business is able to be maintained during any NZNO meeting.

The provisions of this clause shall be inclusive of any legislative entitlement to paid union meetings.

#### 40.2 NZNO Access to the Workplace

The authorised NZNO representative shall be entitled to enter the workplaces at reasonable times, in a reasonable way and in compliance with health and safety requirements, for purposes related to the employment of its members and/or the Union's business.

When the NZNO representative enters the workplace, they will advise the manager they are entering the workplace and if the manager is not present the NZNO representative will leave written notice of the visit.

The employer recognises that it may not unreasonably deny a NZNO representative access to a workplace. The employer accepts that NZNO delegates are the recognised channel of communication between NZNO and the employer in the workplace. Accordingly, paid time off (at ordinary time rates) shall be allowed for delegates to attend meetings with management, consult with NZNO members, other workplace delegates and NZNO officials, to consult on and discuss issues such as management of change and staff surplus, and provide employee representation.

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

The amount of paid time off and facilities provided shall be sufficient to enable delegates to give adequate consideration to the issues in the workplace.

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

#### 40.3 Communication between Employer and NZNO

Where the employer is proposing to make a decision that will, or is likely to, have a significant impact on the employment of one or more employees who are members of NZNO, the employer will:

- (i) advise the NZNO and relevant staff of the proposal; and
- (ii) provide the NZNO and relevant staff with relevant information relating to the proposal (to the extent that such information is not confidential information as defined in section 4(1B) and (1D) of the Employment Relations Act 2000; and
- (iii) consult with the NZNO and relevant staff before the employer reaches a decision on the proposal.

**41. EMPLOYMENT RELATIONS EDUCATION LEAVE**

The employer shall grant leave on pay for employees party to this collective agreement to attend courses authorised by NZNO to facilitate the employee's education and training as employee representatives in the workplace.

FTE eligible employees as at 1 March each year Maximum number of days of employment relations education leave that we are entitled to allocate as a union:

- (i) 51-280 1day for every 8 FTE eligible employees or part of that number.
- (ii) 281or more 35 days plus 5 days for every 100 FTE eligible employees or part of that number that exceeds 280.

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

- (i) An eligible employee who normally works 30 hours or more during a week is to be counted as 1;
- (ii) An eligible employee who normally works less than 30 hours during a week is to be counted as one-half.

The NZNO shall send a copy of the programme for the course and the name of the employees attending at least 14 consecutive days prior to the course commencing.

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

The provision of Part 7 of the Employment Relations Act 2000 shall apply where any provision or entitlement is not provided for or is greater than specified in the clauses above.

Signed on behalf of Boulcott Pulse Health Hospital Limited:

*j Marriott*  
.....  
**Jackey Marriott**  
Date: 29 May 2023 .....

Signed on behalf of NZNO:  
*Sue Wihare*  
.....  
**Sue Wihare**  
Date: 26.5.2023 .....

## SCHEDULE A – CLASSIFICATIONS

### Registered Nurse

A Registered Nurse is a person who is an appropriately qualified and registered nurse in accordance with the Health Practitioners Competence Assurance Act 2003 who is employed in nursing duties by the employer.

- a) **“Registered Nurse Step 1 – New Graduate”** means a Registered Nurse who has recently completed her/his diploma/degree and has up to one year’s clinical experience as a nurse.
- b) **“Registered Nurse Step 2”** means a Registered Nurse in her/his second year of practice.
- c) **“Registered Nurse Step 3”** means a Registered Nurse in her/his third year of practice.
- d) **“Registered Nurse Step 4”** means a Registered Nurse in her/his fourth of practice.
- e) **“Registered Nurse Step 5”** means a Registered Nurse in her/his fifth year of practice.
- f) **“Registered Nurse Step 6”** means a Registered Nurse in her/his sixth year of practice.
- g) **“Registered Nurse Step 7”** means a Registered Nurse in her/his seventh year or greater of practice.

### Practice Nurse

A nurse who works in a defined speciality area with specific skills or interventions related to management of a disease. A minimum of 5 years nursing experience is required.

### Team Leader

A Team Leader is a Registered Nurse who is appointed as a Team Leader and has the following responsibilities and/or qualifications:

- a) **“Team Leader Grade 1”** may be required to assist with the day to day running of an area (0-4 FTE), which may include assisting with rosters and daily staff coordination. A person appointed to Team Leader Grade 1 must be an Expert Nurse and able to demonstrate these skills within their role. A Team Leader Grade 1 may be required to provide coordination of surgical specialty requirements.
- b) **“Team Leader Grade 2”** is responsible for the day to day running of an area (4-9 FTE) and the daily management of staff and patient flow, including rosters. A Team Leader Grade 2 is required to have additional specialty or organisational responsibility within the role (i.e. Infection Control, Health and Safety) and is required to perform some of the delegated responsibilities of their up line manager when required. A person appointed to Team Leader Grade 2 must be an Expert Nurse and able to

demonstrate these skills within their role.

- c) **“Team Leader Grade 3”** is responsible for the day to day running of an area (10 or more FTE) and the daily management of staff and patient flow, including rosters. A Team Leader Grade 3 is required to have additional specialty or organisational responsibility within the role (i.e. Infection Control, Health and Safety) and undertakes all of the responsibilities of their up line manager when required. A person appointed to Team Leader Grade 3 must be an Expert Nurse and able to demonstrate these skills within their role.

For the purposes of the Team Leader classifications an Expert Nurse is as defined in the Boulcott Hospital’s PDRP Resource Manual and includes the following responsibilities:

- recognised as an expert in her/his area of practice;
- engages in clinical learning for self and provides clinical learning opportunities for staff;
- contributes to specialty knowledge and demonstrates innovative practice;
- initiates and guides quality improvement activities and changes in the practice setting; and
- demonstrates successful leadership within a nursing work unit or facility.

A Registered Nurse is not required to have participated in the PDRP and achieved the level of Expert Nurse to be appointed as a Team Leader, however the Registered Nurse must be able to demonstrate the capabilities required of an Expert Nurse.

### **Clinical Nurse Manager**

A Clinical Nurse Manager is a person who is a Registered Nurse and who is appointed to the position after being assessed as having the necessary skills and experience by the Employer. A Clinical Nurse Manager is responsible for the following:

- a) managing the systems, processes and resources to enable staff to meet the needs of patients in an efficient and effective manner;
- b) management of people systems and resources within a defined care area to ensure delivery of a high standard;
- c) management of budget holding accountabilities, as required;
- d) responsible for one or more defined care areas defined as a ward or team;
- e) clinical leadership to a multidisciplinary team;
- f) professional leadership to a nursing team and developing nursing services; and
- g) monitoring quality, including standards of practice and service standards and contributes to the strategic direction of care area(s).

### **Nurse Practitioner**

A Nurse Practitioner is a person who is a Registered Nurse and who has completed a Nursing Council accredited master’s degree programme, which includes 300 hours of clinical learning time. A Nurse Practitioner is appointed to the position after being assessed as having the necessary skills and experience by the Employer. A Nurse Practitioner is responsible for the following:

- a) improving health outcomes through advanced nursing practice within a specific

- population;
- b) providing leadership and consultancy in their defined area of specialty;
- c) developing nursing guidelines, policy, nursing education, nursing quality improvement in specialty;
- d) demonstrating scholarly research inquiry into nursing practice;
- e) leading and developing changes in Nursing Practice;

A person appointed to Nurse Practitioner must be approved by the Nursing Council to hold a Nurse Practitioner Registration.

### **Enrolled Nurse**

An Enrolled Nurse means a qualified nurse as defined by the Health Practitioners Competence Assurance Act 2003.

- a) **“Enrolled Nurse – Step 1”** means an Enrolled Nurse who is in her/his first year of practice.
- b) **“Enrolled Nurse – Step 2”** means an Enrolled Nurse who is in her/his second year of practice.
- c) **“Enrolled Nurse – Step 3”** means an Enrolled Nurse who is in her/his third year or greater of practice.

From the first full pay period on or after 1 July 2022, the following classifications will take effect:

- d) **“Enrolled Nurse – Step 4”** means an Enrolled Nurse who is in her/his fourth year or greater of practice.

For an employee to be eligible to move to EN Step 4, the employee must have been on EN Step 3 for a minimum period of 12 months. From the first full pay period on or after 1 July 2022, the words ‘or greater’ contained within the EN Step 3 classification will no longer have effect.

From the first full pay period on or after 1 December 2019, the following classification will take effect:

- e) **“Enrolled Nurse – Step 5”** means an Enrolled Nurse who is in her/his fifth year or greater of practice.

For an employee to be eligible to move to EN Step 5, the employee must have been on EN Step 4 for a minimum period of 12 months. From the first full pay period on or after 1 December 2019, the words ‘or greater’ contained within the EN Step 4 classification will no longer have effect.

### **Anaesthetic Technician**

An Anaesthetic Technician is a person included in the register of Anaesthetic Technicians under the Health Practitioners Competence Assurance Act 2003.

- a) **“Anaesthetic Technician – Level 1”** means a person qualified as an Anaesthetic

Technician who has less than 12 months experience as an Anaesthetic Technician.

- b) **“Anaesthetic Technician – Level 2”** means a person qualified as an Anaesthetic Technician who has more than 12 months experience but less than two years’ experience as an Anaesthetic Technician.
- c) **“Anaesthetic Technician – Level 3”** means a person qualified as an Anaesthetic Technician who has more than two years’ experience but less than three years’ experience as an Anaesthetic Technician.
- d) **“Anaesthetic Technician – Level 4”** means a person qualified as an Anaesthetic Technician who has more than three years’ experience but less than four years’ experience as an Anaesthetic Technician.
- e) **“Anaesthetic Technician – Level 5”** means a person qualified as an Anaesthetic Technician who has more than four years’ experience but less than five years’ experience as an Anaesthetic Technician.
- f) **“Anaesthetic Technician – Level 6”** means a person qualified as an Anaesthetic Technician who has more than five years’ experience as an Anaesthetic Technician and who has not completed merit progression as set out in Schedule D.
- g) **“Anaesthetic Technician – Level 7”** means a person qualified as an Anaesthetic Technician who has more than five years’ experience as an Anaesthetic Technician, who has completed merit progression as set out in Schedule D and who has been appointed by the Employer as an Anaesthetic Technician Level 7.
- h) **“Anaesthetic Technician – Level 8”** means a person qualified as an Anaesthetic Technician who has more than five years’ experience as an Anaesthetic Technician, who has completed merit progression as set out in Schedule D and who has been appointed by the Employer as an Anaesthetic Technician Level 8.

### **Sterile Service**

A Sterile Service Trainee or Technician is a person employed to carry out non-nursing duties in Sterile Services.

- a) **“Sterile Service Trainee – Level 1”** means an entry level Sterile Service Trainee with no health service experience;
- b) **“Sterile Service Trainee – Level 2”** means an entry level Sterile Service Trainee with previous health service experience;
- c) **“Sterile Service Technician – Level 3”** means a Registered Sterile Technician with a Level 3 Certificate;
- d) **“Sterile Service Technician – Level 4”** means a Registered Sterile Technician with a Bi-Annual Registration and a Level 3 Certificate; and

- e) **“Sterile Service Technician – Level 5”** means a Registered Sterile Technician with a Level 5 Advanced Certificate.
- f) **“Sterile Service Team Leader”** means a Registered Sterile Technician with a Level 5 Advanced Certificate who is appointed to supervise Sterile Service Trainees and/or Sterile Service Technicians and assist with the day to day management of the Sterile Service Department, which includes staff coordination, rosters and compliance with Sterile Service Department standards under the direction of the Theatre Manager.

Progression from Sterile Service Trainee Level 1 to Sterile Service Trainee Level 2 will be by way of annual, automatic increment on the employee’s anniversary date.

Employees at Sterile Service Technician Level 4 and above must maintain 20 hours of professional development every two years. If an employee does not maintain 20 hours of professional development in any two-year period, the employee’s classification and salary will revert back to the previous level. If the employee does not maintain 20 hours of professional development the year following the two-year period, the employee’s classification and salary will revert back to Sterile Service Technician Level 3.

### **Hospital Aide**

Hospital Aide means a person employed to carry out housekeeping duties.

- a) **“Hospital Aide – Step 1”** means an employee who has less than 12 months experience as a Hospital Aide.
- b) **“Hospital Aide – Step 2”** means an employee who has more than 12 months experience but less than two years’ experience as a Hospital Aide.
- c) **“Hospital Aide – Step 3”** means an employee who has more than two years’ experience as a Hospital Aide.

## **SCHEDULE B - WELLNESS POLICY**

### **1. APPLICATION OF POLICY**

- 1.1 This policy applies to permanent employees of Boulcott Hospital.
- 1.2 This policy does not apply to casual employees or contractors of Boulcott Hospital.

### **2. PURPOSE OF POLICY**

2.1 The purpose of this policy is to support permanent employees of Boulcott Hospital by providing reasonable leave on pay to employees who are absent from the workplace due to the employee's sickness or injury or to care for the employee's spouse, partner, or dependent who is sick or injured.

2.2 The policy is designed to:

- 2.2.1 manage genuine absences from the workplace due to sickness or injury; and
- 2.2.2 minimise the incidence of employee absence from the workplace by providing sick or injured employees with time to properly recover from sickness or injury before returning to work.

2.3 Boulcott Hospital is committed to ensuring this policy is interpreted and applied to all permanent employees in a fair, reasonable, and consistent manner.

### **3. POLICY**

3.1 Availability of sick leave under this policy relies on mutual trust between Boulcott Hospital and individual employees.

3.2 Sick leave over and above the minimum entitlements set out in the Holidays Act 2003 is available to employees at the sole discretion of Boulcott Hospital. For clarity, the entitlements set out in this policy are inclusive of any minimum entitlements under the Holidays Act 2003.

#### **3.3 New Employees**

3.3.1 New employees are entitled, at Boulcott Hospital's discretion, to five days' sick leave in the first six months of employment. This will be pro-rated for part-time employees to the equivalent of one week of sick leave.

3.3.2 After six-months continuous employment (provided the employee has worked an average of 10 hours a week and for at least one hour every week or 40 hours every month over that six-month period), employees will be entitled to sick leave in accordance with this policy at Boulcott Hospital's discretion.

3.4 Employee's sickness or injury

3.4.1 An employee who is genuinely sick or injured, or spouse, partner or dependent is sick or injured, and needs to be absent from the workplace shall be provided with reasonable paid sick leave in accordance with this policy at Boulcott Hospital's discretion.

3.4.2 The employee shall advise his or her manager or person in charge as soon as possible that the employee is sick or injured and is unable to attend work. The employee shall advise his or her manager the reason for the absence, whether the employee intends to see a doctor, and when the employee expects to return to work.

3.4.3 An employee who is absent from the workplace for reasons of his or her sickness or injury for a period of three consecutive calendar days or more shall, if required to do so by Boulcott Hospital, supply a medical certificate to his or her manager stating that the employee is not fit to attend work due to sickness or injury and setting out the date when the employee is expected to be able to return to work.

### 3.5 Medical certificates for employee's sickness or injury

3.5.1 Where an employee has been absent from the workplace for a period of less than three consecutive calendar days, Boulcott Hospital may, in its discretion, require the employee to provide a medical certificate. Boulcott Hospital will advise the employee as soon as possible that it will require a medical certificate and will meet the employee's reasonable expenses in obtaining the medical certificate from the employee's medical practitioner.

3.5.2 Where an employee does not, without reasonable excuse, provide a medical certificate as requested by Boulcott Hospital in accordance with this policy, Boulcott Hospital shall not be obliged to provide paid sick leave to the employee until the medical certificate is provided. In addition, Boulcott Hospital shall be entitled to draw reasonable conclusions as to the genuineness of the employee's eligibility for paid sick leave.

3.5.3 Throughout the period an employee is absent due to sickness or injury Boulcott Hospital may make periodic checks on the progress of the employee's recovery and the date when the employee is expected to be able to return to the workplace.

### 3.6 Long term absence due to sickness or injury

3.6.1 As set out above, Boulcott Hospital will apply entitlement to paid sick leave fairly and reasonably. The obligation to maintain an employee's pay when an employee is absent due to sickness or injury is not indefinite and entitlement to paid sick leave cannot be open-ended. Boulcott Hospital may cease to provide paid sick leave and place an employee on some other form of leave (such as unpaid sick leave) in appropriate circumstances at its absolute discretion.

Examples of such circumstances include an employee's long term or recurring absence from the workplace due to illness or injury.

3.6.2 Where an employee has been absent from the workplace due to sickness or injury for a period of 4 weeks, Boulcott Hospital may request that the employee visit a registered medical practitioner, at Boulcott Hospital's expense, for a second opinion. Boulcott Hospital will ask the employee to consent to the release of the information obtained during that medical assessment to Boulcott Hospital in order that it may form a view on the employee's ability to return to the workplace.

### 3.7 Options for resolving long term absences

3.7.1 When an employee has been absent from the workplace due to sickness or injury for a period of two months and the medical certificates provided by the employee indicate that the employee is unlikely to be able to return to the employee's usual work, Boulcott Hospital may consider redeployment, or termination for incapacity, at Boulcott Hospital's discretion.

3.7.2 Before any decision is made to redeploy an employee to alternative duties or to terminate employment due to incapacity, the employee will be provided with a copy of the medical information Boulcott Hospital is considering and will be offered the opportunity to provide additional medical evidence and the employee's view of his or her ability to return to the workplace. Boulcott Hospital will consider return to work options or redeployment or termination with the employee.

3.7.3 After redeployment and alternative return to work options have been considered, Boulcott Hospital may consider medical retirement or termination of employment for incapacity.

3.7.4 Boulcott Hospital may terminate employment on notice in accordance with the applicable employment agreement, if, as a result of illness or injury, an employee is unable to carry out his/her duties for an extended period, or termination is otherwise fair and reasonable in the circumstances. Without limiting this Boulcott Hospital may consider termination if an employee is unable or has been unable to fully carry out his/her duties for a continuous period of 6 weeks, or for periods totaling or exceeding 60 days in any 12-month period. In any circumstance in which Boulcott Hospital determines to terminate employment for reasons of incapacity in accordance with this Policy, it may, at its discretion, in lieu of notice, pay to the employee a medical incapacity termination payment. For the purposes of this Policy, the medical incapacity termination payment shall be calculated on the basis that it is the same sum such employee would have received had the employee been entitled to a redundancy compensation payment following the disestablishment of that employee's position (which shall be subject to tax).

### 3.9 Medical certificate for sick or injured spouse, partner, dependant

3.9.1 Where an employee is absent from the workplace for a period of three consecutive calendar days or more the employee shall supply a medical certificate to his or her manager or person in charge stating that the employee was unable to attend work due to the sickness or injury of the employee's spouse partner or dependant.

3.9.2 Where an employee has been absent from the workplace for a period of less than

three consecutive calendar days, Boulcott Hospital may, in its discretion, require the employee to provide a medical certificate. Boulcott Hospital will advise the employee as soon as possible that it will require a medical certificate and will meet the employee's reasonable expenses in obtaining the medical certificate.

3.9.3 Where an employee does not, without reasonable excuse, provide a medical certificate as requested by Boulcott Hospital in accordance with this policy, Boulcott Hospital shall not be obliged to provide paid sick leave to the employee until the medical certificate is provided. In addition, Boulcott Hospital shall be entitled to draw reasonable conclusions as to the genuineness of the employee's eligibility for paid sick leave.

3.9.4 Throughout the period an employee is absent due to the employee's spouse, partner or dependant's sickness or injury, Boulcott Hospital may make periodic checks on the progress of the dependant's recovery and the date when the employee is expected to be able to return to the workplace.

### 3.10 Sick leave for employee's elective surgery

3.10.1 Sick leave is available to employees undergoing elective surgery. The amount of sick leave provided to an employee for elective surgery will be at the discretion of Boulcott Hospital having regard to the surgery the employee is undergoing and in all cases will be limited to a maximum of six weeks. This entitlement is limited to one surgery per 12 month period, such 12 month periods to be calculated from the date the employee commenced employment for Boulcott Hospital or its predecessor Boulcott Clinic Limited.

3.10.2 The employee shall discuss his or her request for paid sick leave for elective surgery with Boulcott Hospital in advance of the surgery. The employee shall schedule the elective surgery at a time that is suitable to both the employee and Boulcott Hospital.

3.10.3 If an employee becomes aware that he or she is likely to be absent from the workplace following elective surgery for longer than planned, the employee shall notify Boulcott Hospital as soon as possible. Boulcott Hospital may consider whether to extend the employee's paid sick leave up to a maximum of four weeks but is not obliged to do so.

### 3.11 Sick leave for employee's acute surgery

3.11.1 Sick leave is available to employees undergoing acute surgery. The amount of sick leave provided to an employee for acute surgery will be at the discretion of Boulcott Hospital having regard to the surgery the employee is undergoing and in all cases will be limited to a maximum of six weeks.

### 3.12 Sick leave for employee's ACC injury

3.12.1 Sick leave is available to employees absent from the workplace following an ACC related injury at the discretion of Boulcott Hospital and in all cases ACC top-up compensation will be limited to a maximum of six weeks.

## **SCHEDULE C - PROFESSIONAL DEVELOPMENT RECOGNITION PROGRAMME (PDRP)**

The employee may choose to participate in the Nursing Council approved Boulcott Hospital PDRP (Professional Development Recognition Programme).

In recognition of the importance of increasing the number of proficient and expert/accomplished nurses, an employee who reaches the following Levels will receive a pro-rata remuneration component (allowance) as long as the employee maintains that Level of practice- as evidenced in their Portfolio.

Proficient

Expert/Accomplished

The Levels of PDRP remuneration component shall be added to the Base Rate and shall be included for penal rates and overtime purposes.

Those who choose not to participate in this programme will not be assigned to Proficient or Expert/Accomplished but will be paid in accordance with the negotiated pay rate (in the CA) unless:

There are obvious reasons why Graduate/Competent remuneration rates would be more appropriate eg. New Graduate and beginning Enrolled Nurse, or

The employee's current pay rate at Boulcott Hospital is higher eg. Team Leader, Nurse Educator.

Nurses permanently employed on the Casual Pool are entitled to apply for progression onto the PDRP, as long as they work at least 50 shifts per year for Boulcott Hospital.

Progression on the PDRP does not end after completion of a Portfolio. It is an ongoing process requiring maintenance of the Portfolio. To remain on the Boulcott Hospital programme nurses are required to submit an updated Portfolio every three years. This reaffirms that the nurse is consistently practicing at that level of practice.

A nurse who has failed to re-submit their Portfolio by the expiry date will be considered as no longer current on Boulcott Hospital's PDRP. The nurse will be notified in writing of this and:

Have their name removed from the PDRP Data Base

Have their PDRP remuneration component ceased (payroll notified)

The competencies that must be demonstrated at each level are defined in the Boulcott Hospital's PDRP Resource Manual.

There will be processes in place to ensure the ongoing National consistency of the PDRPs and transportability of recognition from either another organisation or area of practice.

A nurse with a current NZNC approved PDRP that transfers from either another organisation or area of practice, retains that level of practice in the new employment setting. The nurse then has up to 12 months to demonstrate achievement of the competencies at that level of practice in the new setting (or at Portfolio expiry date- whichever comes first).

The Boulcott Hospital PDRP will be aligned to the "National Framework to Nursing Professional Development and Recognition Programmes", Nursing Council and HPCA Act requirements.

### **PDRP Appeal Process**

If a nurse is not satisfied with the PDRP level allocated or they have been unsuccessful in progressing between PDRP levels, they may appeal this decision. The General Manager should be sent a written letter within 14 working days stating the reasons the nurse is appealing the decision. An independent panel should be used to reconsider the decision.

This panel is made up of:

A senior nurse from Boulcott Hospital who is a qualified assessor, and who did not conduct the initial assessment that is being appealed.

An elected employee representative.

A designated representative appointed by the General Manager.

This panel will meet within one month of notification from the applicant to review the decision. Where a second qualified assessor at Boulcott Hospital is not available within one month of the appeal being lodged, the General Manager may direct that the applicant's certification portfolio be moderated by a qualified assessor, whose decision with regard to the employee's PDRP level at the time of the appeal will be viewed as final.

## SCHEDULE D- MERIT PROGRESSION FOR ANAESTHETIC TECHNICIANS

Participation in the merit progression process and progression between Anaesthetic Technician Level 6 and Level 7 will be determined by the Employer.

Progression on merit can only occur if the employee has transitioned the automatic salary increment steps or has been appropriately appointed to Anaesthetic Technician Level 6 or Level 7 within the merit progression scale.

A minimum interval of one year will apply before the first merit step increment subsequently occurs and between any merit step increments thereafter.

The Employer will ensure appropriate support is provided to employees undertaking the merit progression process.

Below are the assessment requirements for the merit progression process. These requirements are a guide only and assessment is not limited to the following options.

<b>Advancing Technical or Clinical Knowledge and/or Practice</b>	<ul style="list-style-type: none"> <li>• Employee shares specialist knowledge or applies technical practice skills with other employees</li> <li>• Resource person for specialty area to other professional groups or management</li> <li>• Introduction and implementation of new technology and/or processes</li> </ul>
<b>Leadership</b>	<ul style="list-style-type: none"> <li>• Provides leadership in excess of the responsibilities normally associated with the employee's position</li> <li>• Demonstrates leadership and/or management of staff either as individuals or within a team where it is not the core requirement of the employee's role</li> <li>• Responsibility for a defined part of the service or for a specialised group on a permanent basis</li> <li>• Takes a relevant leadership role in service projects including those relating to change management</li> <li>• Makes significant contribution to relevant professional body and/or develops and extends internal/external networks with peers and professional colleagues including those within training institutions</li> <li>• Acts as advocate for team/profession/specialist group within the work environment (e.g. senior management)</li> <li>• Understands and integrates national or international strategies, policies, guidelines and/or legislation into professional practice</li> </ul>
<b>Professional Development</b>	<ul style="list-style-type: none"> <li>• Completes further relevant professional education or qualifications (e.g. tertiary/post graduate including modular course(s))</li> <li>• Peer group mentoring</li> <li>• Internal staff training</li> <li>• Major/active role in research paper</li> <li>• Publication of article in professional journal</li> <li>• Involved in relevant course facilitation and education inside the Hospital or outside in the wider health community</li> <li>• Advisor to other occupational groups</li> <li>• Conference/course organiser, presenter or keynote speaker</li> </ul>

	<ul style="list-style-type: none"> <li>• Review/critique of published article, paper, journal, book for peers/service</li> <li>• Presentation of research to relevant staff/group/body</li> <li>• Acting in 'super user' role for clinical equipment/IT</li> <li>• Maintains advanced and diverse level of expertise/knowledge to support service flexibility</li> </ul>
<b>Service Development</b>	<ul style="list-style-type: none"> <li>• Taking a significant role in determining service strategic plan and subsequent successful implementation</li> <li>• Taking a primary role in setting up a new service</li> <li>• Identifying gaps in current operations and developing and implementing appropriate action plan</li> <li>• Developing, updating or implementing relevant policies, procedures and standards of practice or guidelines in line with accreditation requirements</li> <li>• Responsibility for the determination and regular review of relevant budgets and/or expenditure (if not part of one's normal duties)</li> <li>• Management of service assets/clinical equipment (if not part of one's normal duties)</li> <li>• Providing coaching and mentoring, supervision and development of other staff</li> <li>• Full participation as staff representative on Hospital-wide committee</li> <li>• Taking an active role in ethical and professional issues relevant to service</li> </ul>
<b>Maori Responsiveness</b>	<ul style="list-style-type: none"> <li>• Demonstration of implementation of the principles of the Treaty of Waitangi within the Hospital</li> <li>• Develops and delivers education based on Maori framework to enhance professional/clinical practice</li> <li>• Actively leads programme to improve Maori cultural awareness within the Hospital</li> <li>• Actively leads strategic planning and direction of services that improve Maori health outcomes</li> <li>• Monitors and evaluates effectiveness of programme</li> </ul>
<b>Cultural Competency</b>	<ul style="list-style-type: none"> <li>• Actively leads programme to improve multi-cultural awareness within the service</li> <li>• Actively leads strategic planning and direction of services that improve multi-cultural health outcomes</li> <li>• Monitors and evaluates effectiveness of programme</li> </ul>

## **SCHEDULE E - ADMINISTRATION & LOAN STORE COORDINATOR**

In the 2022 negotiations, Administration & Loan Store Coordinator roles were incorporated into the Collective Agreement with a new schedule of pay rates as per Clause 11 Remuneration.

With the exception of the pay rates it was agreed that there would be no other changes to the terms and conditions that existed prior to the commencement of this Collective for those employees. That is, inclusion into the Collective was on the basis of a no-loss, no-gain principle.

This means that the following provisions of the Collective Agreement do not apply for employees in these positions:

### **12. Overtime**

12 (b) & (c) - All overtime is paid at the rate of T1.5.

### **16. Expenses & Allowances**

Clause 16 (d) – Higher Duty Allowance.

Clause 16 (e) – Shift Coordinator Allowance.

Clause 16 (f) – Meal Allowance

Clause 16 (g) – Shoe Allowance

### **20. Annual Leave**

Clause 20 (a) (ii) – No Service Leave is applicable

Clause 20 (b) – No Shift Leave is applicable.

### **21. Public Holidays**

Clause 21 (e) – No T2 is payable (T1.5 is paid)

### **27. Long Service Leave**

Clause 27 (a) – In lieu of these provisions, employees under this schedule receive a one-off one-week entitlement after every five (5) years of completed current continuous service.

### **35. Redundancy**

Clause 33 (b) – In lieu of these provisions, employees under this schedule receive four (4) weeks ordinary pay at day rates for each complete twelve (12) month period of employment up to a maximum of twelve (12) weeks ordinary pay.