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**Akaroa Health Ltd**

**COLLECTIVE AGREEMENT**

**1 February 2022-31 January 2024**

## Contents

<b>1. Parties</b>	<b>4</b>
<b>2. Coverage and Application</b>	<b>4</b>
<b>3. Term</b>	<b>5</b>
<b>4. Variation of this CA</b>	<b>5</b>
<b>5. Definitions</b>	<b>5</b>
<b>6. Hours of Work</b>	<b>6</b>
<b>7. Meal Breaks and Rest Periods</b>	<b>8</b>
<b>8. Rates of Remuneration</b>	<b>9</b>
<b>8.1 Hourly Rates of Pay:</b>	<b>9</b>
8.1.1 Registered Nurse/Practice Nurse/Midwife Scale	9
8.1.2 Enrolled Nurse Scale	10
8.1.3 Health Care Assistant/Caregiver	10
<b>8.2 Operation of Salary Scales</b>	<b>10</b>
<b>8.3 Overtime</b>	<b>11</b>
<b>8.4 Penal Rates</b>	<b>12</b>
8.4.1 Registered and Enrolled Nurses:	12
8.4.2 For Healthcare Assistants:	12
<b>9. Call-Backs</b>	<b>13</b>
<b>10. Allowances</b>	<b>13</b>
<b>11. Professional Development</b>	<b>14</b>
<b>12. Merit Level Payments</b>	<b>15</b>
<b>13. Reimbursing Payments</b>	<b>20</b>
<b>14. Public Holidays</b>	<b>21</b>
<b>15. Annual Leave</b>	<b>22</b>
<b>16. Sick Leave</b>	<b>24</b>
<b>17. Bereavement/Tangihanga Leave</b>	<b>25</b>
<b>18. Parental Leave</b>	<b>26</b>
<b>19. Domestic Violence Support</b>	<b>26</b>
<b>20. Jury Service/Witness Leave</b>	<b>26</b>
<b>21. Long Service Leave</b>	<b>27</b>
<b>22. Leave Without Pay</b>	<b>28</b>
<b>23. NZNO Meetings</b>	<b>28</b>
<b>24. NZNO Right of Entry</b>	<b>28</b>
<b>25. NZNO Delegates</b>	<b>29</b>

<b>26.</b>	<b>Employment Relations Education Leave</b>	<b>30</b>
<b>27.</b>	<b>Superannuation</b>	<b>30</b>
<b>28.</b>	<b>Consultation and Management of Change</b>	<b>31</b>
<b>29.</b>	<b>Redundancy</b>	<b>33</b>
<b>30.</b>	<b>Employee Protection Provision</b>	<b>35</b>
<b>31.</b>	<b>Confidentiality</b>	<b>36</b>
<b>32.</b>	<b>Policies and Procedures</b>	<b>36</b>
<b>33.</b>	<b>Safe Staffing and Healthy Workplaces</b>	<b>36</b>
<b>34.</b>	<b>Whanau/Family Friendly Policies</b>	<b>37</b>
<b>35.</b>	<b>Health and Safety</b>	<b>37</b>
<b>36.</b>	<b>Accidents and Injuries</b>	<b>37</b>
<b>37.</b>	<b>Uniforms and Protective Clothing</b>	<b>37</b>
<b>38.</b>	<b>Payment of Wages</b>	<b>38</b>
<b>39.</b>	<b>Termination of Employment</b>	<b>38</b>
<b>39.1</b>	<b>Notice Period</b>	<b>38</b>
<b>39.2</b>	<b>Abandonment of Employment</b>	<b>39</b>
<b>40.</b>	<b>Harassment Prevention</b>	<b>39</b>
<b>41.</b>	<b>Resolution of Employment Relations Problems</b>	<b>39</b>
<b>42.</b>	<b>Deduction of NZNO Fees</b>	<b>40</b>
<b>43.</b>	<b>No Pass On Provision</b>	<b>41</b>
	<b>Appendix 1</b>	<b>43</b>

# Akaroa Health Limited Collective Agreement

## 1. Parties

1.1. In accordance with the Employment Relations Act 2000 this collective agreement is made:

### **BETWEEN:**

Akaroa Health Ltd (AHL) (The “Employer”)

### **AND**

The **New Zealand Nurses Organisation** (NZNO) (The “Union”)

## 2. Coverage and Application

2.1. This is a Collective Agreement (CA) that is made pursuant to the Employment Relations Act 2000.

2.2. This CA shall apply to all employees who are members of NZNO and who are employed by an employer party to this CA in the following positions:

- Enrolled Nurses
- Practice Nurses
- Registered Nurses
- Health Care Assistants/Caregivers
- Diversional Therapists

2.3. The parties agree that any employee whose work is covered by the coverage clause of this agreement (clause 2.2 above) who is engaged by the employer, and is a NZNO member, shall be entitled to all benefits, and be bound by all of the obligations, under this agreement.

The employers shall follow the requirements of the Employment Relations Act with regard to new employees. The employer shall advise new employees that the employer is a party to this CA, that they are able to join NZNO and be covered, and that there is a copy of the agreement available in the workplace.

Employees shall make every endeavour to notify the employer in a timely manner of their NZNO membership.

2.4. **Savings:**

Nothing in this collective agreement shall operate as to reduce the ordinary (T1) hourly rate or terms and conditions applying to any employee at the date of this

collective agreement coming into force, unless specifically agreed between the parties during the negotiations.

- 2.5. Existing employees who are covered by the coverage clause of this CA (clause 2.2) who become NZNO members during the term of the CA shall, from the date of becoming a NZNO member, be bound by all benefits and obligations relating to employees under this CA subject to the restrictions set out in the Employment Relations Act 2000.
- 2.6. **Non-Waiver Understanding:** Failure by either party to enforce any right or obligation with respect to any matter arising in connection with this agreement, shall not constitute a waiver as to that matter, or any other matter, either then or in the future.

### 3. Term

- 3.1. This CA shall come into force on 1 February 2022 and expire on 31 January 2024.

### 4. Variation of this CA

- 4.1. This agreement may be varied during its term by agreement between the parties. To be effective the variation must be recorded in writing; agreed and signed by the employer; and agreed and signed by the NZNO following a ratifying vote of its member(s) affected by the proposed change(s).

### 5. Definitions

**“Casual employee”** means an employee who has no set hours or days of work and who is normally asked to work as and when required. They are employed when there is an overflow of work or a permanent employee is absent. Each engagement undertaken by the casual employee is a stand-alone employment arrangement and the employment shall be at an end at the completion of the work required. Nothing in this agreement, either express or implied, requires the employer to offer any employment to any employee, notwithstanding that the employee may be recognised on any list maintained by the employer to assist in obtaining staff.

**“Diversional Therapist”** means a person who holds the National Certificate in Diversional Therapy and who is engaged in providing social and recreational activity and other therapy for residents.

**“Employee”** means any person employed by the employer whose position is covered by this CA.

**“Employer”** means Akaroa Health Ltd.

**“Enrolled nurse”** has the same meaning as in the Health Practitioners’ Competence Assurance Act 2003 and its successors.

**“Full time employee”** means an employee who works not less than the “ordinary” or “normal” hours set out under “hours of work” in this CA.

**“Healthcare Assistant/Caregiver”** means an assistant to the nursing team whose work primarily involves providing care and support services under the direction and supervision of a registered nurse and who performs the duties set out in their job description.

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

**“Ordinary time hourly rate of pay”** shall be the hourly rate of pay paid to the employee. T1 refers to the ordinary time hourly rate of pay; T1.5 refers to one and a half times the ordinary time hourly rate of pay; T2 refers to two times the ordinary hourly rate of pay.

**“Part-time employee”** means an employee, other than a casual employee, who is employed on a permanent basis but works less than the ordinary or normal hours prescribed in this CA. Any wages and benefits e.g. leave, will be pro rata according to the hours worked unless specifically stated otherwise in this CA.

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

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

**“Service”** means the current continuous service with the current employer and immediately preceding current continuous service with one of its predecessors (Akaroa Health Centre and Canterbury District Health Board), where they transferred on the set up of Akaroa Health Ltd.

**“Shift work”** is defined as the same work performed by two or more employees, or two or more successive sets or groups of employees, working successive periods.

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

## **6. Hours of Work**

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

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

- (i) 80 per fortnight; or
  - (ii) 40 per week; or
  - (iii) The equivalent average in the case of a roster cycle exceeding a fortnight.
- 6.2. Employees will normally work 8 hours a day/shift in duration. Shifts shall be no less than 4 hours per day, except by mutual agreement between the employee and employer.
- 6.3. The times and days to be worked, and the duration of shifts shall be set by agreement between the employer and employee. Any change to the hours and/or days of work shall be by agreement between the employer and employee. Such agreement would not be unreasonably sought or withheld by either party where there are demonstrable employer or employee needs.
- 6.4. Where rosters are worked they will be published at least 28 days prior to the commencement of the roster. Changes in rosters, once posted, shall be by mutual agreement.
- 6.5. Except by mutual agreement, every employee shall have two periods of at least 24 hours off duty each week, and except in the case of emergencies or by agreement, these shall be consecutive.
- 6.6. Except in an emergency, no employee shall work more than seven days in a row.
- 6.7. A minimum break of nine hours shall be allowed between rostered shifts unless mutually agreed between the employer and the employee. Where it isn't mutually agreed, if a break of at least nine continuous hours cannot be provided between periods of a full shift, the shift shall be regarded as continuous until a break of at least nine continuous hours is taken, and it shall be paid at overtime rates, with proper regard to the time at which it occurs and the amount of overtime which precedes it.
- 6.8. Employees may exchange shifts or duties by mutual agreement and with the prior approval of the employer. In this case, no additional payment (such as overtime rates) will apply. Where an employee chooses to enter into a shift swap which results in that employee receiving less hours than their guaranteed hours for the period, it is recognised that the employee has chosen to forfeit a portion of their guaranteed hours of their own free will, and that time not worked is not required to be made up or paid by the employer
- 6.9. Where the employer requires employees to attend classes of instruction or examinations the time spent shall be paid at the employee's ordinary time rate of pay but shall not count as time worked for the purposes of calculation of any overtime entitlements. Alternatively the employer and employee may agree to paid time in lieu instead of payment.
- 6.10. Duties, once commenced, shall be continuous unless otherwise agreed between the employer and the employee.
- 6.10.1 As a general principle, when additional shifts are required preference shall be given in the first instance to part-time employees.

- 6.11. As a general principle, employees will not be required to change between day and night duties more than once in any 80 hour fortnight, unless by mutual agreement.
- 6.12. Those employees who work a night shift which straddles a public holiday, shall be paid at holiday rates for those hours which occur on the public holiday and the applicable rates for the remainder of the shift. One alternative holiday shall apply in respect of each public holiday or part thereof worked.
- 6.13. Additional Provisions for Employees working Alternative Rosters:
  - 6.13.1 In specific instances, i.e. shifts of longer or variable lengths, the ordinary hours for a full time employee are able to be averaged over a roster cycle of greater than one fortnight e.g.: an employee who works 12 hour shifts may work 120 hours over a 3 week roster and be considered to be fulltime. No employee shall be required to work more than a 12 hour rostered shift.
  - 6.13.2 Where the employer clearly identifies that alterations in staff hours are required the hours of work may be varied by agreement between the employees affected, NZNO and the employer. Such agreement shall be put in writing and signed.

## **7. Meal Breaks and Rest Periods**

- 7.1. Employees are entitled to meal breaks as per Appendix 1.
- 7.2. An employee who is unable to be relieved from work for a meal break shall be entitled to have a meal while on duty and this period shall be regarded as working time. The employee shall comply with the employer's policy as to where on the premises the meal may be taken.
- 7.3. During the meal break or rest breaks specified above, free tea, coffee, milk and sugar shall be supplied by the employer when the break is taken on the premises. This shall not apply when employees are working off site.
- 7.4. The employer shall ensure so far as practicable, given the employers operational requirements and resources, that appropriate facilities are to be provided in the workplace for an employee who wishes to breastfeed and that appropriate breaks are provided for this. Such breaks shall be unpaid unless otherwise agreed.



## 8. Rates of Remuneration

### 8.1 Hourly Rates of Pay:

#### 8.1.1 Registered Nurse/Practice Nurse/Midwife Scale

<b>RNscale</b>	<b>From 01/02/22</b>
Step 7	40.32
Step 6	39.15
Step 5	38.00
Step 4	34.20
Step 3	32.38
Step 2	30.48
Step 1	28.15

*Progression through steps 1-5 inclusive shall be by automatic increment on an employee's anniversary date. Thereafter progression is annual at anniversary date, subject to satisfactory performance which will be assumed to be the case unless the employee is advised otherwise.*

### 8.1.2 Enrolled Nurse Scale

<b>Step</b>	<b>From 1/02/22</b>
3	28.50
2	25.64
1	24.17

*Progression through steps 1-3 inclusive shall be by automatic increment on an employee's anniversary date. Thereafter progression is annual at anniversary date, subject to satisfactory performance which will be assumed to be the case unless the employee is advised otherwise.*

### 8.1.3 Health Care Assistant/Caregiver

Rates of pay shall be as set out below, subject to clause 8.1.3.1

<b>Care and Support Workers (Pay Equity) Settlement Act rate</b>	<b>1 July 2022</b>
No qualification	\$22.49
Health and Wellbeing Certificate Level 2	\$24.06
Health and Wellbeing Certificate Level 3	\$26.16
Health and Wellbeing Certificate Level 4	\$28.25

- 8.1.3.1 Employees who were employed under the terms and conditions of the NZNO DHB MECA immediately before 1 July 2017 will be paid at the following rates if this is higher than in 8.1.3 above. This is to recognize benefits in place at the time of their transfer to Akaroa Health Limited. These rates are set out below:

<b>Care and Support Workers (Pay Equity) Settlement Act rate</b>	<b>1 July 2022</b>
<3 years' service	\$22.49
3+ years' service to 8 years	\$24.06
8+ years' service to 12 years'	\$26.16
If employed before 1 July 2017 and 12 years' service reached after 1 July 2017	\$27.20
12 years' service reached before 1 July 2017	\$28.25

## 8.2 Operation of Salary Scales

8.2.1 The salary scales above shall be applied to the respective groups of employees.

On appointment, the employer shall place employees on the appropriate step of the relevant scale, recognising the following factors:

- (i) previous relevant nursing/midwifery post registration experience;
- (ii) other relevant work and life experience;
- (iii) the degree of difficulty in recruiting for specific skills and/or experience required for the position.

8.2.2 Employees who have transferred from the CDHB or Akaroa Health Centre Ltd and have continuous service pursuant to the service definition in clause 5, shall receive the same salary increment date as with the previous employer.

8.2.3 Employees on parental leave, with or without pay, shall continue to receive annual increments to which they would otherwise be entitled.

### **8.3 Overtime**

8.3.1 Overtime is time worked in excess of eight hours per day or the rostered duty whichever is greater, or 80 hours per two week period, or 40 hours per week. Time that the employee is absent from work due to sick leave, annual leave, bereavement, or other paid or unpaid leave, or due to attendance at professional development, is not counted as time worked for the purposes of calculation of overtime.

8.3.2 All overtime worked must be authorised by the employer prior to being undertaken.

- (a) Overtime shall be paid at one and one half times (T1.5) the hourly rate of pay.
- (b) No employee shall be required to work for more than 12 consecutive hours.

## 8.4 Penal Rates

### 8.4.1 Registered and Enrolled Nurses:

- 8.4.1.1 **Weekend rate** - applies to ordinary time (other than overtime) worked after 1pm Saturday until midnight Sunday/Monday shall be paid at time one half (T0.5) in addition to the ordinary hourly rate of pay.
- 8.4.1.2 **Saturday rate** - applies to ordinary time (other than overtime) worked after 6am Saturday until 1pm Saturday shall be paid at quarter time (T0.25) in addition to the ordinary hourly rate of pay.
- 8.4.1.3 **Public Holiday rate** – applies to those hours which are worked on the public holiday. This shall be paid at time one half (T0.5) in addition to the ordinary hourly rate of pay. This payment should not be in addition to the provisions of clause 14.3. (See clause 14.3 for further clarification.)
- 8.4.1.4 **Night rate** – applies to ordinary hours of duty (other than overtime) that fall between 2000hrs and until the completion of a rostered night duty from midnight Sunday/Monday to midnight Friday/Saturday and shall be paid at quarter time (T0.25) in addition to the ordinary hourly rate of pay.
- 8.4.1.5 Overtime and weekend/Saturday/public holiday or night rates shall not be paid in respect of the same hours, the higher rate will apply.

### 8.4.2 For Healthcare Assistants:

- 8.4.2.1 **Public Holiday rate** – applies to those hours which are worked on the public holiday. This shall be paid at time one half (T0.5) in addition to the ordinary hourly rate of pay. (See clause 14.3 for further clarification.)
- 8.4.2.2 **Night rate** – applies to ordinary hours of duty (other than overtime) that fall between 2030hrs and until 0700 or part thereof shall be paid at \$10 per shift.
- 8.4.2.3 Overtime and weekend/public holiday or night rates shall not be paid in respect of the same hours, the higher rate will apply.

### 8.4.3 Grandparented Provisions:

Employees who were employed under the terms and conditions of the 2018-20 NZNO DHB MECA or the 2018-19 NZNO PHC MECA immediately prior to ratification of the NZNO/Akaroa Health Ltd CA, 1 September 2019 to 31 July 2020 shall be paid weekend and night rates at the below rates where that rate is higher than the rate in clause 8.4.1 and 8.4.2. These rates are set out below:

- 8.4.3.1 **Weekend rate** - applies to ordinary time (other than overtime) worked after midnight Friday/Saturday until midnight Sunday/Monday shall be paid at time one half (T0.5) in addition to the ordinary hourly rate of pay.
- 8.4.3.2 **Night rate** – applies to ordinary hours of duty (other than overtime) that fall between 2000hrs and until the completion of a rostered night duty from midnight Sunday/Monday to midnight Friday/Saturday and shall be paid at quarter time (T0.25) in addition to the ordinary hourly rate of pay.

8.4.3.3 Overtime and weekend/public holiday or night rates shall not be paid in respect of the same hours, the higher rate will apply.

## 9. Call-Backs

- 9.1. A call-back only occurs where an employee is required to return to work. A call-back does not include the situation where an employee who is not on call is asked to work and can choose to accept or decline the additional work.
- 9.2. **Rate:** Call-back is considered overtime and will be paid at the rates specified in clause 8.4, but penal rates will not apply.
- 9.3. **Minimum Payment:** An employee shall be paid for a minimum of three hours, or for actual working and travelling time, whichever is greater, when the employee:
- (i) is called back to work after completing the day's work or duty, and having left the place of employment; or
  - (ii) is called back before the normal time of starting work and does not continue working until such normal starting time;
- 9.4. Call-back is to be paid at the appropriate overtime rate (clause 8.3.2) for a minimum of three hours, or for actual working and travelling time, whichever is the greater, except that call-backs commencing and finishing within the minimum period covered by an earlier call-back shall not be paid for. Where a call-back commences before and continues beyond the end of a minimum period for a previous call-back, payment shall be made as if the employee had worked continuously from the beginning of the previous call-back, to the end of the later call-back.

## 10. Allowances

### 10.1. Higher Duties Allowance

- 10.1.1 A higher duties allowance shall be paid to an employee who, at the request of the employer is substantially performing the duties and carrying out the responsibilities of a position or grade higher than the employee's own.
- 10.1.2 Except for provided for under c10.1.3, the higher duties allowance payable shall be \$3.00 per hour provided a minimum of 8 consecutive hours of qualifying service is worked per day or shift.
- 10.1.3 Where an employee performs the duties of the higher position for more than five consecutive days, the allowance payable shall be the difference between the current salary of the employee acting

in the higher position, and the minimum salary the employee would receive if appointed to that position.

## **11. Professional Development**

- 11.1. 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.
- 11.2. The employer shall grant professional development leave of 32 hours per calendar year for full time employees (pro-rated to no less than 8 hours per calendar year for part time employees) who are registered/enrolled nurses and/or midwives. This leave is to enable employees to complete qualifications, to attend courses and to undertake research or projects that are relevant to the employer and which facilitate the employee's growth and development. 8 hours per calendar year shall be available for Health Care Assistants who are preparing to apply for Merit 1 or Merit 2. Prior approval of the employer must be obtained.
- 11.3. Paid leave to meet organisational and service requirements, and those HPCA requirements not otherwise addressed in this clause, shall be granted in addition to the above provisions. The employer will meet any associated costs.
- 11.4. Professional development leave will be granted at T1 rate and shall not accumulate from one year to the next.
- 11.5. Any claim for expenses must be approved in advance and will be considered on a case by case basis.
- 11.6. New Graduate study days are in addition to those stated above.
- 11.7. Employees who have been employed under the terms and conditions of the 2018-20 NZNO DHB MECA immediately prior to the ratification of the NZNO/Akaroa Health Ltd CA, 1 September 2019 to 31 July 2020 and who were receiving a PDRP allowance shall continue to be paid this allowance. An employee can elect to change from PDRP to Merit payments if they meet the Merit criteria. An employee shall not be entitled to receive both PDRP and Merit payments. The rates are set out below:

RN Expert:               \$4500 p.a.

RN Proficient:           \$3000 p.a.

## 11.8. Professional Development – Healthcare Assistants/Caregivers

11.8.1 The employer will take all reasonably practicable steps to ensure that Healthcare Assistants/Caregivers are able to attain:

- The New Zealand Certificate in Health and Wellbeing level 2 (or equivalent) within the first 12 months of employment with the employer; and
- The New Zealand Certificate in Health and Wellbeing level 3 (or equivalent) within the first 3 years of employment with the employer; and
- The New Zealand Certificate in Health and Wellbeing level 4 (or equivalent) within the first 6 years of employment with the employer.

11.8.2 The employer accepts that the obligation to take all reasonably practical steps to ensure that a care and support worker is able to attain the relevant qualifications set out in the Care and Support Worker (Pay Equity) Settlement Act 2017 includes, but is not limited to:

- The employer to pay the NZQA registration fee for all care workers and the full cost of the qualification fees and any resource material.
- Provide without charge to the worker training support and 2 days of paid study leave per year.
- Ensure the provision of a suitable number of trained in-house assessors so there is no delay in having care and support workers assessed for their unit standards, and this assessment is done on the job.
- Maintain a record for every care and support worker in their employment, accessible to a NZNO representative that sets out the care or support workers qualification development.

## 12. Merit Level Payments

### 12.1. Registered Nurse/Practice Nurse or similar

12.1.1 Where a Registered Nurse/Practice Nurse or similar performs tasks substantially outside the basic job description or performs

at a consistently high level, the employee shall be entitled to an additional payment above their ordinary hourly rate.

12.1.2 The merit levels will be remunerated at the following rates:

Merit Level 1: \$1.00

Merit Level 2: \$1.20

12.1.3 Each merit level can be awarded individually, with it not being necessary to attain merit level 1 prior to attaining merit level 2. The merit levels shall be summated for those Registered Nurses/Practice Nurses or similar that meet the required criteria in both of the merit levels.

12.1.4 Awarding of merit shall include, but is not restricted to, the following responsibilities:

12.1.5 Merit Level 1 for Registered Nurse/Practice Nurse or similar

- (a) Consistently high involvement in clinical management of acute/chronic illness e.g. asthma, diabetes, hypertension, anticoagulation. This may include the running of acute/chronic illness or well person orientated clinics e.g. in industry or school settings, regular and significant contribution to education of staff groups and patient groups. This may occur in either a clinic or community setting.
- (b) Taking certain additional responsibilities for organisation accreditation, including audit.
- (c) Additional responsibilities e.g. IT, practice/workplace administration, shift team leader, utilising relevant second language skills.
- (d) Clinical supervision and/or mentoring of staff.
- (e) Exemplary performance of routine Registered Nurse/Practice Nurse duties.

12.1.6 An employee will be eligible for Merit Level 1 where the employee meets three or more of the responsibilities listed above.

12.1.7 Merit Level 2 for Registered Nurse/Practice Nurse or similar

- (a) Significant additional workplace income generation either through charging for services, or significantly contributing to the securing or delivery of additional contracts such as additional ACC, DHB, PHO or other service contracts
- (b) Undertaking the responsibilities of the Health and Safety Representative or Infection Control Officer for the Organisation.
- (c) Orientating, coordinating and mentoring of medical and nursing students.



- (d) PRIME training and demonstrating application of learning with additional urgent care clinical duties in the health centre and the community.
- (e) Undertaking InterRai assessments including all documentation, long term care planning and reviews.

An employee will be eligible for Merit Level 2 where the employee meets two or more of the responsibilities listed above.

## 12.2. Enrolled Nurse Merit

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

12.2.2 The merit levels will be remunerated at the following rates:

Merit Level 1: \$1.00

Merit Level 2: \$1.10

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

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

12.2.5 Merit Level 1 for Enrolled Nurse

- (a) Exemplary performance of routine enrolled nurse duties
- (b) Taking certain additional responsibilities for organisation accreditation, including audit.
- (c) Additional responsibilities e.g. IT
- (d) Clinical supervision and/or mentoring of staff
- (e) Utilising relevant second language skills

An employee will be eligible for Merit Level 1 where the employee meets two or more of the responsibilities listed above.

12.2.6 Merit Level 2 for Enrolled Nurse

- (a) Significant additional workplace income generation either through charging for services, or significantly contributing to the securing or delivery of additional contracts such as additional ACC, DHB, PHO or other service contracts
- (b) Consistently high involvement in administration

- (c) Undertaking the responsibilities of the Health and Safety Representative for the Organisation.

An employee will be eligible for Merit Level 2 where the employee meets two or more of the responsibilities listed above.

### 12.3. Health Care Assistants Merit

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

12.3.2 The merit levels will be remunerated at the following rates:

Merit Level 1: \$1.00

Merit Level 2: \$1.10

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

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

12.3.5 Merit Level 1 for Health Care Assistants

- (a) Exemplary performance of routine HCA duties
- (b) Additional responsibilities e.g. IT, infection control, stock control, environmental initiatives/responsibilities,
- (c) Supervision and/or mentoring of staff
- (d) Utilising relevant second language skills
- (e) Taking certain additional responsibilities for accreditation

An employee will be eligible for Merit Level 1 where the employee substantially meets two or more responsibilities listed above

12.3.6 Merit Level 2 for Health Care Assistants

- (a) Significant additional workplace income generation either through charging for services, or significantly contributing to the securing or delivery of additional contracts such as additional ACC, DHB, PHO or other service contracts

- (b) Undertaking the responsibilities of a Health and Safety Representative for the Organisation
- (c) Consistent positive contribution to the effective running of the organisation e.g. anticipates unplanned activities and assists to manage these situations, suggests and develops processes for improving efficiency of work processes
- (d) Undertakes learning/educational activities relevant to the organisation and demonstrates application of learning to work and role.

An employee will be eligible for Merit Level 2 where the employee substantially meets two or more responsibilities listed above.

#### 12.4. Merit Level Review

- 12.4.1 Payment at a merit level shall continue while the employee continues to demonstrate both the skills and the application of the criteria.
- 12.4.2 Where the employer considers that an employee may no longer qualify for a merit payment, the employer will advise the employee in writing of this. This advice shall include the employer's reasons for reviewing the payment and specify the criteria deficits identified by the employer.
- 12.4.3 The employee is entitled to seek advice from NZNO and to be represented if the employee so wishes.
- 12.4.4 Where there is agreement the employee is no longer demonstrating the application of the criteria or has not retained their skills, the payment of the merit level shall cease.
- 12.4.5 If the employee requests time to meet the criteria, the employee and employer will discuss goals, objectives and time frames with a view to allowing the employee to meet the criteria within a reasonable time frame. The employer and employee will meet at the end of the specified time frame to determine whether the employee has met the required criteria. If the employee is still not meeting the criteria, the merit payment shall cease to be paid.

#### 12.5. Merit Step Process

- 12.5.1 Merit steps shall be requested by the employee (in writing if requested) detailing evidence of such. The employer shall respond to the request (in writing if requested) indicating either agreement or the reasons for declining the request.

- 12.5.2 Applications from employees for merit will be responded to by the employer within four weeks of the date of application and where merit is agreed, the relevant allowance will be backdated to the date of application.

### 13. Reimbursing Payments

#### 13.1. Annual Practising Certificate

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

- 13.1.1 It must be a statutory requirement that a current certificate be held for the performance of duties.
- 13.1.2 The employee must be engaged in duties for which the holding of a certificate is a requirement.
- 13.1.3 Any payment shall be offset to the extent that the employee has received reimbursement from another employer.
- 13.1.4 The Employer will only meet the cost of one APC unless there are operational requirements for an employee to maintain more than one APC.

#### 13.2. Travelling Expenses and Incidentals

- 13.2.1 When travelling on employer business, the employee will be reimbursed for authorised costs on an actual and reasonable basis on presentation of receipts.
- 13.2.2 Employees who are instructed to use their motor vehicles on employer business shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time. The current IRD rate can be found on the IRD website [www.ird.govt.nz/business-income-tax/expenses/mileage-rates/](http://www.ird.govt.nz/business-income-tax/expenses/mileage-rates/). Mileage above 5000km per annum is based on actual costs.

- 13.3. **General:** In circumstances not addressed by this clause, any authorised actual and reasonable expenses incurred on behalf of the employer shall be reimbursed in accordance with Akaroa Health Ltd policies.

## 14. Public Holidays

14.1. The following days shall be observed as public holidays:

New Year's Day

2 January

Waitangi Day

Good Friday

Easter Monday

ANZAC Day

Matariki

Sovereign's Birthday

Labour Day

Christmas Day

Boxing Day

Anniversary Day (as observed in the locality concerned).

14.2. In order to maintain services to clients, the employer may require an employee to work on a public holiday when the public holiday falls on a day which, but for it being a public holiday, would otherwise be a working day for the employee.

14.3. When employees work on a public holiday they will be paid at time and a half the ordinary time hourly rate of pay (T1.5) for each hour worked. The employee shall also be granted an alternative holiday, if the day would otherwise be a working day for the employee. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003. This payment shall not be in addition to provisions in clause 8.4.1.3 or 8.4.2.1.

14.4. An employee who is on call on a public holiday as provided above, but is not called in to work, shall be granted an alternative holiday. In the case of a public holiday which is recognised on either a weekend day or a week day depending on the days the employee works, refer to the Holidays Act to identify whether the day in question constitutes a public holiday for that employee. Only one day is recognised for each public holiday.

14.5. Those employees who work a night shift which straddles a public holiday, shall be paid at public holiday rates for those hours which occur on the public holiday and the applicable rates for the remainder of the shift. The alternative holiday shall apply in respect of each public holiday or part thereof worked.

14.6. Off duty day upon which the employee does not work:

14.6.1 Fulltime employees –

For fulltime employees and where a public holiday falls on the employee's rostered off duty day, the employee shall be granted an alternative holiday at a later date on condition that the employee

shall receive only one alternative holiday in respect of each public holiday.

14.6.2 Part-time employees –

Where a part-time employee's days of work are fixed, the employee shall only be entitled to public holiday provisions if the day would otherwise be a working day for that employee.

Where a part-time employee's days are not fixed, the employee shall be entitled to public holiday provisions if they worked on the day of the week that the public holiday falls more than 40 % of the time over the last three months. Payment will be relevant daily pay.

14.7. When a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not debited against such leave.

## 15. Annual Leave

15.1. The parties to this agreement support the principle that it is conducive to a healthy work life balance to take four weeks annual leave per year.

15.2. Employees, other than casuals, shall be entitled to 4 weeks annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause, except that on completion of five years recognised current continuous service with the same employer the employee shall be entitled to 5 weeks annual leave instead of 4.

15.3. **Casual Employees** shall be paid 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement.

### 15.4. Shift Employees

15.4.1 Employees who work rotating shift patterns or those who work qualifying shifts shall be entitled, on completion of 12 months employment on shift work, to up to an additional 5 days annual leave, based on the number of qualifying shifts worked. The entitlement will be calculated on the annual leave anniversary date.

15.4.2 Qualifying shifts are defined as a shift which involves at least 2 hours work performed outside the hours of 8.00am – 5.00pm, excluding overtime.

<b>Number of qualifying shifts per annum</b>	<b>Number of days additional leave per annum</b>
121 or more	3 days
70 – 120	2 days
21 – 69	1 days

15.4.3 Employees who have been employed under the terms and conditions of the 2018-20 NZNO DHB MECA immediately prior to ratification of the NZNO/Akaroa Health Ltd CA, 1 September 2019 to 31 July 2020 shall have their shift leave calculated in accordance with the below table at their next anniversary and thereafter as per clause 15.4.2.

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

15.4.4 Shift leave shall not be pro-rated.

## 15.5. Conditions

15.5.1 Annual leave may be granted in one or more periods. In accordance with the Holidays Act 2003, the employee shall be given the opportunity to take two weeks leave at one time.

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

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

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

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

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

## **16. Sick Leave**

The following Sick Leave provisions shall apply

- 16.1. Upon appointment to Akaroa Health Ltd a employees shall be entitled to ten (10) working days paid sick leave for the subsequent twelve months of employment, and an additional ten (10) working days for each subsequent twelve months period.
- 16.2. In the event that an employee has no entitlement left the employer has the discretion to provide additional leave. When considering this leave the employer will take into account the following:
- The employees length of service
  - The employee's attendance record.
  - The consequences of not providing the leave.
  - Any unusual and/or extenuating circumstances.
- 16.3. A medical certificate may be required to support the employee's claim for sick leave. If a medical certificate is required for an absence of less than three calendar days, then the employer shall meet the cost of that certificate.
- 16.4. The provisions of this clause are inclusive of the sick leave provisions of the Holidays Act 2003.
- 16.5. The employee can accumulate their sick leave entitlement up to a maximum of 30 days.
- 16.6. Any entitlement accrued prior to commencement of this agreement in excess of 30 days shall be retained but will not be increased until the balance falls below 30 days.
- 16.7. At the employer's discretion an employee may be granted anticipated sick leave. Any leave taken in advance and still remaining outside the entitlement will be paid to the employer. Where an employee's employment is terminated by either party prior to becoming entitled to anticipated sick leave the employer may deduct monies due from the final pay.
- 16.8. Sick leave may be utilised where the employee requires surgery or has an appointment for health services. As much notice shall be given by the employee as is practicable. The minimum period of sick leave that can be taken is one quarter of a day.
- 16.9. Domestic Leave
- 16.9.1 The employer shall grant an employee leave on pay as a charge against sick leave entitlement when the employee must attend a sick dependent of the employee. This person would, in most



cases, be the employee's child, spouse/partner or other dependent family member.

- 16.9.2 Approval is not to be given for absences during or in connection with the birth of an employee's child. Annual leave or parental leave should cover such a situation.
- 16.9.3 At the employer's discretion, an employee may be granted leave without pay, where the employee requires time away from work to look after a seriously ill member of the employee's family.
- 16.9.4 The production of a medical certificate or other evidence of illness may be required.

## **17. Bereavement/Tangihanga Leave**

- 17.1. An employee shall be entitled to a maximum of three days leave without loss of pay to discharge any obligation and/or to pay respects to a tupapaku/deceased person with whom the employee has had a close association. This applies to the employee's spouse/partner, father, mother, brother, sister, child, grandparent, parents-in-law, grandchild, stepchildren, stepparents, stepsister, stepbrother or any other close family/whanau/person in respect of whom the employer agrees that bereavement/tangihanga leave may be taken.
- 17.2. An employee shall be entitled to one day's leave without loss of pay on each occasion of the death of any other person, providing that the employer accepts that the employee has suffered a bereavement, taking into account the relevant factors set out in section 69(3) of the Holidays Act 2003.
- 17.3. 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 17.1 above. This provision will not apply if the employee is on leave without pay.
- 17.4. In relation to tangihanga and clauses 17.1 and 17.2 above, the employer shall consider these provisions in a culturally appropriate manner. The granting of time off and for how long shall be at the discretion of the employer.
- 17.5. 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 clauses 17.1 and 17.2 above.

## **18. Parental Leave**

18.1. The provisions of the Parental Leave and Employment Protection Act 1987 will apply.

## **19. Domestic Violence Support**

19.1. Domestic violence may impact on an employee's attendance or performance at work. Akaroa Health Ltd will support staff experiencing domestic violence.

19.2. To be entitled to domestic violence leave an employee must have worked for the employer for 6 months and at least an average of 10 hours a week during that period; and no less than 1 hour in every week during that period or no less than 40 hours in every month during that period.

19.3. An employee is entitled to up to 10 days paid domestic violence leave in each 12 month period and a request for short-term temporary flexibility in working days and/or hours, in each entitlement period.

19.4. An employee affected by domestic violence may request a short-term (two months or less) variation for their employment arrangements for the purposes of dealing with the effects of being subject to domestic violence

19.5. These entitlements are subject to:

- (i) Requests for any entitlement are made in accordance with the relevant Act provisions
- (ii) Production of suitable proof of entitlement, which may be required by the Employer within three days of the entitlement being requested;
- (iii) The Employer may refuse to grant a flexible work entitlement according to grounds set out in the Act, however this must be in writing and explain the reasons for those grounds

## **20. Jury Service/Witness Leave**

20.1. Employees called on for jury service are required to serve. Where the need is urgent, the Employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.

20.2. 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).

20.3. 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.

20.4. 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.

- 20.5. Where an employee is required to be a witness in a matter arising out of his/her employment, he/she 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.

## **21. Long Service Leave**

- 21.1. An employee shall be entitled to long service leave of one week upon completion of a five year period of current continuous service. Such entitlement must be taken prior to the next long service entitlement falling due unless agreed with the employer. 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.
- 21.2. Long Service Leave will be paid for each week of leave on the same basis as annual leave (clause 15) 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.
- 21.3. For the purposes of 21.1 current continuous service shall be recognised from 1 July 2004 unless the employee had a previously grand-parented provision.
- 21.4. For employees with a previously grand-parented scheme, the following shall apply. The employee shall accrue the entitlement in accordance with clause 21.1 above, with their service being deemed to commence, for the purpose of this calculation, on the date service was previously deemed to commence under the grand-parented scheme. Any long service leave actually taken, shall be deducted from that entitlement and the residue shall become the remaining entitlement. That shall be added to any further accrual, with the leave being taken in accordance with clause 21.1 above.
- 21.5. Leave without pay in excess of three months taken on any one occasion will not be included in the 5 year qualifying period, with the exception of Parental Leave.
- 21.6. The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment.
- 21.7. 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 estate.

## **22. Leave Without Pay**

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

## **23. NZNO Meetings**

- 23.1. NZNO members shall, in each calendar year, be entitled to at least two union meetings (each of a maximum of 2 hours duration) without loss of ordinary pay, provided that each of the following conditions is fulfilled:

23.1.1 At least 14 days' notice of the meetings shall be given.

23.1.2 Work shall resume as soon as practicable after the finish of the meeting. The employer shall not be obliged to pay any NZNO member for a period greater than two hours in respect of any union meeting.

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

- 23.3. The NZNO shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient NZNO members to remain available during the meeting to enable the employer's operation to continue.

- 23.4. NOTE: The provisions contained in this clause are inclusive of and not in addition to the provisions of section 26 of the Employment Relations Act 2000.

## **24. NZNO Right of Entry**

- 24.1. The authorised NZNO representative shall be entitled at all reasonable times to be upon the premises for purposes related to the employment of its members and/or the union's business.

- 24.2. A representative of NZNO exercising the right to enter a workplace must, at the time of the initial entry and, if requested by the employer or a representative of the employer or by a person in control of the workplace, at any time after entering the workplace,—

24.2.1 give the purpose of the entry; and

24.2.2 produce:-

(i) evidence of his or her identity; and

- (ii) evidence of his or her authority to represent the NZNO concerned.

24.3. If a representative of NZNO exercises the right to enter a workplace and is unable, despite reasonable efforts, to find the employer or a representative of the employer or the person in control of the workplace, the representative must leave in a prominent place in the workplace a written statement of:-

- (i) the identity of the person who entered the premises; and
- (ii) the union the person is a representative of; and
- (iii) the date and time of entry; and
- (iv) the purpose or purposes of the entry.

24.4. Nothing in clauses 24.1 to 24.3 allows an employer to unreasonably deny a representative of NZNO access to a workplace.

24.5. The provisions of the Employment Relations Act 2000 shall apply where any provision or entitlement is not provided for as above.

## **25. NZNO Delegates**

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

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

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

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

25.3. 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.

## 26. Employment Relations Education Leave

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

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

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

26.2.1 an eligible employee who normally works 30 hours or more during a week is to be counted as 1;

26.2.2 eligible employee who normally works less than 30 hours during a week is to be counted as one-half.

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

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

26.5. 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 above.

## 27. Superannuation

27.1. The provisions of the Kiwisaver Act 2006 and its amendments shall apply. These provisions can be found at [www.kiwisaver.govt.nz](http://www.kiwisaver.govt.nz).

## **28. Consultation and Management of Change**

### **28.1. Management of Change**

- 28.1.1 Consultation between the employer, its employees and the NZNO is essential on substantive matters of mutual concern and interest. Effective communication between the parties will allow for:
  - 28.1.1.1. improved decision making
  - 28.1.1.2. greater cooperation between employer and employees; and
  - 28.1.1.3. a more harmonious, effective, efficient, safe and productive workplace.
- 28.1.2 The employer recognises the role of the employee's staff delegate and the NZNO in assisting in the positive management of change.
- 28.1.3 Prior to the commencement of any significant change to staffing, structure or work practices, the employer will identify and give reasonable notice to employees who may be affected and to the NZNO to allow them to participate in the consultative process so as to allow substantive input.
- 28.1.4 Where an employer receives an indication of potential significant changes, they undertake to advise staff and the NZNO as soon as practicable of the possibility of these changes.
- 28.1.5 Where changes are deemed commercially sensitive to the employer, NZNO and the employees involved in the management of such change, shall meet with the employer and endeavour to reach agreement on any necessary and appropriate confidentiality.

### **28.2. Consultation**

- 28.2.1 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 prior notification.
- 28.2.2 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.

- 28.2.3 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.
- 28.2.4 Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
- 28.2.5 The consultation process will give employees affected, or likely to be affected, by any significant change to staffing, structures or work practise, and the NZNO organiser/delegate, the opportunity to put forward their views on any proposals or options developed for change prior to any final decision being made.
- 28.2.6 The process will generally include, but not necessarily be confined to the following:
- (a) Management will meet with employees likely to be affected and the NZNO organiser/delegate to outline the possibility of change, looking at the current situation and the future, given the factors that could give rise for the change.
  - (b) Management will develop a plan or proposal specifying possible implications in relation to staffing changes.
  - (c) The plan or proposal will be circulated to employees likely to be affected and the NZNO organiser/delegate, with a request for feedback within a reasonable and specified timeframe. Alternative proposals or options should demonstrate that the objectives could be met. Management will meet with employees and the NZNO organiser/delegate for clarification of issues arising from the plan or proposal.
  - (d) Once feedback has been considered, management will make the final decision, and work with the NZNO organiser/delegate to finalise the implementation plan.
  - (e) It is agreed that consideration will be given and maintained in the employer's basic rights and obligations to operate the business in an efficient, business like, safe and professional manner.



## 29. Redundancy

- 29.1. For the purpose of this agreement, redundancy is defined as a condition in which the employer has staff surplus to requirements because of reorganisation or the closing down of all or part of the employer's operation.
- 29.2. The employer shall provide four weeks written notice of an impending redundancy to the affected employees and shall endeavour to redeploy affected employees. The employer may elect to pay in lieu of all or part of the notice period
- 29.3. During the period of notice, the employee shall be entitled to reasonable time off to attend interviews, seek alternative employment and to undertake counselling, by agreement with the employer, without loss of pay.
- 29.4. The employee made redundant shall be provided with a Certificate of Service stating that employment was terminated as a result of redundancy.
- 29.5. Except as otherwise provided in this clause, in the event that a permanent employee is declared redundant by the employer then the employer shall either:
- 29.5.1 pay redundancy compensation of:
- (a) compensation for the first year of service or part thereof of 4 weeks salary (at the employees ordinary rate of salary at the date of termination without overtime or allowances) and
  - (b) compensation for each subsequent year of service or part thereof of 2 weeks salary (at the employees ordinary rate of salary at the date of termination without overtime or allowances;
  - (c) with the proviso that the redundancy compensation so calculated shall not exceed 14 weeks salary.

or

- 29.5.2 For all Employees who transferred to AHL under the terms and conditions of the 2018-20 NZNO DHB MECA the following redundancy compensation shall apply:
- (a) "Service" for the purposes of this sub-clause means total aggregated service with the employer and its predecessors as service is defined in clause 5.
  - (b) 8.33 per cent of base salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment shall only be made where the requisite notice cannot be given. Notice that is of a lesser period than required by this document shall require the employer to pay an amount

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

- (c) 12 per cent of base salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and
- (d) 4 per cent of base salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
- (e) where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.
- (f) outstanding annual leave and long service leave may be separately cashed up.
- (g) Where there is an offer of redeployment to reduced hours, an employee may elect to take a pro-rata compensatory payment based on the above severance calculation.

29.5.3 An employer may arrange for the employee to be made a suitable alternative offer of employment by another employer, and where this is acceptable to the employee then no redundancy compensation shall be payable, providing that agreement by the employee shall not be unreasonably withheld; or

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

29.5.5 Clause 30.1 sets out the circumstances in which redundancy compensation does and does not apply in the event of a new employer taking over the business.

29.6. A higher settlement than that specified in sub clause 29.5 above is not precluded.

29.7. Redundancy compensation or extended notice as provided by clause 29.5 shall not apply where:

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

- (b) an employee agrees to an alternative position with the employer, whether this is a similar position or not.

### **30. Employee Protection Provision**

- 30.1. 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:
  - 30.1.1 The employer shall endeavour to consult the employee about any proposal to sell all or part of the business or to contract out or transfer work before a final decision is made.
  - 30.1.2 If the employer decides to proceed with the proposed restructure, it will negotiate with the new contractor/service provider with a view to endeavouring to have the new employer offer the employee employment on the same or substantially similar terms and conditions including location, and recognising service as continuous. The employee will be advised of timeframes for such negotiation and/or for the acceptance of any offer of employment and/or of any application process, in a timely manner.
  - 30.1.3 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 30.1.5 above, no redundancy situation will arise, and the employee will not be entitled to receive redundancy compensation or additional notice as specified in 29.5 above, whether or not the employee chooses to accept the offer of employment. The employee will be entitled to notice of termination with the employer as specified in this clause.
  - 30.1.4 In the event that the contractor/service provider is not prepared to offer the employee employment in terms of 30.1.2 above, the employee will be entitled to notice of termination as specified in clause 39.1 and will remain entitled to the provisions of 29.5.
- 30.2. The provisions contained in this clause shall not apply where the employer is in receivership or in liquidation.

## **31. Confidentiality**

- 31.1. As part of their normal duties, the employees will have access to confidential information concerning the employer and clients. This information may include, but is not limited to, business information, trade secrets, transaction details, business, employee or client records, and other confidential information relating to the employer, employees or clients.
- 31.2. Under no circumstances will an employee make use of, divulge or communicate confidential information to any person either during the term of this agreement or at any time after the termination of this agreement.
- 31.3. This shall not prevent registered health practitioners from making appropriate ethical/professional disclosures regarding individual patient clinical status and associated legal issues, in accordance with the provisions of the Privacy Act 1993. The registered health practitioner will notify the employer of such disclosures.

## **32. Policies and Procedures**

- 32.1. All employees covered by the Agreement shall comply with the employer's policies and procedures in force from time to time, to the extent that such policies and procedures are not inconsistent with the terms and conditions of this Agreement.
- 32.2. The employee will be consulted regarding any additions/amendments to those policies and procedures, where such additions/amendments have a material effect on employees' conditions of employment. Where additions or amendments are made without such consultation and the employee/s or NZNO believe the change could have a material effect on an employee/s who is employed under this agreement, the introduction of the change will be delayed until consultation has been concluded.
- 32.3. **Vulnerable Children's Act 2014** - Where employers are required under the Vulnerable Children's Act 2014 to safety check employees who will have contact with children, the parties agree that all employees covered by this agreement may be required to undergo such checks as prescribed by Regulation. This may include both vetting and screening processes. An employee who refuses to participate in the required safety checks or who does not pass such required screening may have their employment terminated following an appropriate and fair process.

## **33. Safe Staffing and Healthy Workplaces**

- 33.1. The Employer is committed to providing safe staffing and a healthy workplace to their employees.

### **34. Whanau/Family Friendly Policies**

- 34.1. The Employer and employees recognise the value of whanau/family and will endeavour to promote whanau/family friendly policies.

### **35. Health and Safety**

- 35.1. The Employer shall comply with the provisions of the Health and Safety at Work Act 2015 and subsequent amendments concerning safety, health and welfare matters. The parties to this agreement agree that employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken.
- 35.2. It shall be the responsibility of the Employer to ensure that the workplace meets required standards and that adequate and sufficient safety equipment is provided.
- 35.3. 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 their supervisor.
- 35.4. It is a condition of employment that safety equipment and clothing required by the employer is to be worn or used by the employee and that safe working practices must be observed at all times.
- 35.5. Attention is also drawn to the Employer's policies and procedures on health and safety.
- 35.6. Where there is an Employee Participation Agreement in place, the employer recognises that to fulfil their function health and safety delegates require adequate training, paid time and facilities.

### **36. Accidents and Injuries**

- 36.1. Where an employee is incapacitated as a result of an accident, and that employee is on earnings related compensation, and has an entitlement to sick leave, the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation. This leave shall be taken as a charge against the employee's sick leave entitlement. This shall only be applied when the employee requests to use their sick leave for this purpose.

### **37. Uniforms and Protective Clothing**

- 37.1. Where an employer requires an employee to wear a uniform, it shall be provided free of charge, but shall remain the property of the employer. This sub clause does not apply in the event that the employee wears their own clothing within broad requirements such as wearing of certain colours.

- 37.2. Suitable protective clothing shall be provided at the employer's expense where the duty involves a risk of excessive soiling or damage to uniforms or personal clothing or a risk of injury to the employee.
- 37.3. **Damage to personal clothing** – An employee shall be reasonably compensated for damage to personal clothing worn on duty, or reimbursed dry cleaning charges for excessive soiling to personal clothing worn on duty, provided the damage or soiling did not occur as a result of the employee's negligence, or failure to wear the protective clothing provided. Each case shall be determined on its merits by the employer.

## **38. Payment of Wages**

- 38.1. Employees will be paid weekly or fortnightly in arrears by direct credit. Where errors, other than overpayment, have occurred as a result of employer action or inaction, corrective payment must be made within three working days of the error being brought to the employer's attention.
- 38.2. The employees shall complete timesheets as required by the employer. Wherever practicable any disputed items shall not be changed without first referring it to the affected employee.
- 38.3. The employer shall endeavour to direct credit payment of wages into the employee's bank account one clear banking day prior to a public holiday.
- 38.4. Where an employee has taken leave in advance of it becoming due, and the employee leaves before the entitlement has accrued, the employer will deduct the amount owing in excess of entitlement from the employee's final pay.
- 38.5. Deductions may be made from remuneration for any absence due to the default of the employee or for sickness in excess of paid sick leave entitlement or compensable accident. Any monies owed by the employee to the employer upon termination will be deducted from the employee's final pay.
- 38.6. Attention is drawn to the Wages Protection Act 1983. The provisions of this Act, or any amendment or Act passed in substitution for this Act shall apply.

## **39. Termination of Employment**

### **39.1 Notice Period**

- 39.1.1 Either party may terminate the employment agreement with four weeks written notice following correct procedure, unless otherwise agreed between the employer and employee. Agreement for a shorter notice period will not be unreasonably withheld. When the agreed notice is not given, the unexpired notice shall be paid or forfeited by the party failing to give the agreed notice.

- 39.1.2 This shall not prevent the employer from summarily dismissing any employee without notice for serious misconduct.
- 39.1.3 The employer may elect to pay in lieu of all or part of the notice period where the employer is terminating the employee's employment. Where an employee is resigning, the employer and employee may mutually agree that the employee will be paid in lieu of all or part of the notice period; this will only occur if both the employer and employee agree to it.

## **39.2 Abandonment of Employment**

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

## **40. Harassment Prevention**

- 40.1. The parties recognise that harassment in the workplace is totally unacceptable. It is the responsibility of the employee to familiarise themselves with the relevant policy on harassment and the responsibility of the employer to communicate the extent of this policy and make it accessible to all employees.
- 40.2. Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence and other forms of intimidating behaviour.
- 40.3. Harassment complaints will be taken seriously and the employer undertakes to address these with sensitivity and impartiality.

## **41. Resolution of Employment Relations Problems**

- 41.1. An "employment relationship problem" includes:
- (a) A personal grievance
  - (b) A dispute
  - (c) Any other problem relating to or arising out of the employment relationship but does not include any problem with negotiating new terms and conditions of employment.

- 41.2. Where an Employment Relationship Problem arises the parties will in the first instance seek to resolve it between the immediately affected parties. Further to this:
- (a) The employee is entitled to seek representation at any stage during the process. Help with an employment relations problem is available from within the work place (employee manager) or outside the workplace (Ministry of Business, Innovation and Employment 0800 20 90 20), or a union, an advocate or a lawyer.
  - (b) If the matter is unresolved either party is entitled to seek mediation from the Ministry of Business, Innovation and Employment or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)
- 41.3. A “personal grievance” means a claim that an employee:
- (a) has been unjustifiably dismissed; or
  - (b) has had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the employer; or
  - (c) has been discriminated against in his/her employment; or
  - (d) has been sexually harassed in his/her employment; or
  - (e) has been racially harassed in his/her employment; or
  - (f) has been subjected to duress in relation to NZNO membership.
- 41.4. If the employment relationship problem is a personal grievance, the employee must raise the grievance with the employer within a period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, whichever is the latter.
- 41.5. Where any matter comes before the Authority for determination, the Authority must direct the matter to mediation in the first instance. Where mediation has failed or been deemed inappropriate in the circumstances, the Authority will then have the power to investigate the matter.
- 41.6. If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the Authority for the resolution of this grievance or a complaint under the Human Rights Act 1993, but not both.

## **42. Deduction of NZNO Fees**

- 42.1. The Employer shall deduct employee NZNO fees from the wages/salaries of employees when authorised in writing by members, and shall remit such subscriptions to the NZNO at agreed intervals.



### **43. No Pass On Provision**

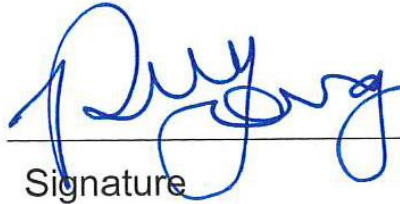
- 43.1. Akaroa Health Ltd agree not to pass on automatically to non-NZNO members terms or conditions that are the same or substantially the same as those contained in this collective agreement.
- 43.2. This means that the employer and non-NZNO members shall individually negotiate their terms and conditions of employment.

**Signatories to this Agreement**

SIGNED by Authorised  
Employer Representative:

PETER YOUNG

Name



Signature

27 Sept 2022

Date

SIGNED by Authorised  
Representative of the  
NZNO:

Helen Kissell

Name



Signature

22/9/22

Date

## Appendix 1

<b>Length of Employee's work period</b>	<b>Minimum number of rest and/or meal breaks employees are entitled to.</b>
Above 2 hours, up to 4 Hours.	1 x 10 minute paid rest break
Above 4 hours, up to 6 hours.	1 x 10 minute paid rest break
	1 x 30 minute unpaid meal break
Above 6 hours, up to 10 hours.	1 x 10 minute paid rest break
	1 x 30 minute unpaid meal break
	1 x 10 minute paid rest break
Above 10 hours, up to 12 hours.	1 x 10 minute paid rest break.
	1 x 30 minute unpaid meal break.
	1 x 10 minute paid rest break.
	1 x 10 minute paid rest break.
Above 12 hours and up to 14 hours	First 30 minute unpaid meal break.
	1 x 10 minute paid rest break.
	1 x 10 minute paid rest break.
	Second 30 minute unpaid meal break.
Above 14 Hours and up to 16 hours.	1 x 10 minute paid rest break.
	First 30 minute unpaid meal break.
	1 x 10 minute paid rest break.
	1 x 10 minute paid rest break.
	Second 30 minute unpaid meal break.
	1 x 10 minute paid rest break.