

SINGLE-EMPLOYER COLLECTIVE AGREEMENT

Between



www.nzno.org.nz

0800 28 38 48

and



CRANFORD HOSPICE TRUST

01 September 2021 – 31 August 2023

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Cranford Hospice Trust and NZNO Single-Employer Collective Agreement (SECA)

1.0 PARTIES

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

BETWEEN:

Cranford Hospice Trust
(The “Employers”)

AND

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

2.0 COVERAGE AND APPLICATION

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

This SECA shall apply to all Employees who are members of NZNO and who are employed by the specified Employers party to this SECA in the following positions undertaking designated nursing duties:

- Registered Nurse
- Enrolled Nurse
- Healthcare Assistant

This agreement does not cover Employees in the following positions:

NZNO members employed in the roles of Clinical Services Director, Nurse Practitioner & Nurse Manager (or other nursing positions which report directly to the Chief Executive Officer). These roles shall be offered conditions in their IEAs no less favourable overall.

3.0 TERM

This single Employer collective agreement will come into force on **1 September 2021** and expire on **31 August 2023**.

4.0 VARIATION OF THIS SECA

4.1 This agreement may be varied by agreement between the Union and the Employer parties.

- 4.2 Any variation shall be put in writing and signed by the parties and all parties shall be provided with a copy of any variation.

5.0 NEW EMPLOYEES

- 5.1 The parties agree that any Employee whose work is covered by the coverage clause of this agreement (clause 2.1 above), who is engaged by the Employer between the date this agreement comes into effect and the expiry date shall be offered information about this agreement and provided with a copy of the agreement. The new Employee shall from the date of becoming a Union member, be entitled to all benefits, and be bound by all the obligations, under this agreement. Further to this, the provisions of the Employment Relations Act 2000 shall apply.
- 5.2. All new Employees who fall within the coverage of this collective agreement will be offered this agreement for the first 30 days of employment. The Employer shall advise new Employees that they are able to join NZNO and be covered by this agreement beyond the 30 days.

6.0 GENERAL MATTERS

- 6.1 **Impact on Individual Employment Agreements:** where an Employee on an individual employment agreement elects to be bound by this SECA, their previous terms and conditions of employment shall no longer apply unless otherwise agreed between that Employee and the Employer.
- 6.2 **Savings:** Nothing in this SECA shall operate as to reduce the ordinary (T1) wage rate applying to any Employee at the date of this SECA coming into force unless specifically agreed between the parties during the negotiations.
- 6.3 **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.
- 6.4 The Employer undertakes not to reduce nursing or other Employee numbers solely on the basis of the additional costs of employing staff under this agreement.

7.0 DEFINITIONS

- 7.1 **“Callback”** is defined as a call back to a shift in the inpatient unit or community team following the completion of an assigned shift and will be paid at the rate specified for the shift being covered.
- 7.2 **“Callout”** is defined as an Employee who is on call, being called out to a patient in the community.
- 7.3 **“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. Casual Employees cannot be used to replace genuine permanent or temporary situations except to meet business requirements where no other alternative is possible.
- i. Each period of engagement undertaken by a casual Employee is a standalone employment arrangement and the employment shall be at an end at the completion

of the work required.

- ii. Nothing in this agreement, either expressly or implied, requires the Employer to offer any employment to any casual Employee, notwithstanding that the Employee may be recognised on any list maintained by the Employer to assist in obtaining casual staff.
- iii. Notwithstanding anything contained elsewhere in this agreement, a casual Employee's engagement on more than one occasion, or retention on any list maintained by the Employer, shall not entitle that Employee to any service-related benefit contained in this agreement.

7.4 **Continuous Service** – means unbroken employment with the Employer

7.5 **“Designated Senior Nurse”** is defined as a Registered Nurse who is appointed by the Employer into a designated senior Registered Nurse role and paid on the Senior Registered Nurse Scale.

7.6 **“Employee”** means any person employed by the Employer and whose position is covered by this collective agreement.

7.7 **“Employer”** means the Employer employing the particular Employee.

7.8 **“Enrolled nurse”** means a person as defined in the Enrolled Nurse scope of practice under the Health Practitioners' Competence Assurance Act 2003.

7.9 **“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. Fixed term agreements must not be used to deny staff security of employment.

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

7.11 **“Health Care Assistant”**: is an Employee who is an auxiliary to the nursing team, and who is able to perform tasks in their position description relating to patient care and who works under the direction of a Registered Nurse.

7.12 **“Higher duties”** is an allowance that shall be paid to an Employee who, at the request of the Employer is substantially performing the duties and carrying the responsibilities of a position or grade higher than the Employees own on a temporary basis.

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

7.14 **“Nurse and nursing staff”** include all Employees covered by this Collective Agreement who:

- a. are qualified for registration under the Health Practitioners' Competence Assurance Act 2003 and its successors as comprehensive, psychiatric, psychopaedic, general and/or obstetric nurses, or midwives; or
- b. are qualified for enrolment in terms of the Health Practitioners' Competence Assurance Act

- 2003 and its successors as enrolled nurses;
- c. are employed as Healthcare Assistants

- 7.15 **“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 collective agreement. Any wages and benefits e.g. leave, will be pro rata according to the hours worked unless specifically stated otherwise in this collective agreement.
- 7.16 **T1** refers to the ordinary hourly rate of pay; **T1.25** refers to time and one quarter the ordinary hour rate of pay ; **T1.5** refers to one and a half times the ordinary hourlyrate of pay; and **T2** refers to double the ordinary hourly rate of pay.
- 7.17 **“Registered Nurse”** means a person as defined in the Registered Nurse Scope of Practice under the Health Practitioners’ Competence Assurance Act 2003 and has a current practising certificate as issued by the Nursing Council of New Zealand.
- 7.18 **“Shift”** means a single, continuous period of work required to be given by an Employee, excluding on-call and call-back. A shift shall be defined by a starting and finishing time. Shifts shall be morning (AM), afternoon(PM) shift, twilight (T) or night (N) shift
- 7.19 **“Special duties”** is an allowance paid to an Employee who at the request of the Employer undertakes additional role specific duties including, but not restricted to;
- a) Team coordination
 - b) Shift coordination
 - c) Education
 - d) Infection Control
 - e) Quality and Risk
 - f) Health and Safety
- 7.20 **“Week”** is defined as midnight Sunday/Monday to midnight Sunday/Monday, for the purpose of calculating the pay week and “fortnight” has a corresponding meaning involving two successive weeks.

8.0 HOURS OF WORK

- 8.1 In designing and implementing shift rosters to meet service needs, the Employer shall ensure the disruption, personal health effects and fatigue associated with shift work are minimised for the group of workers involved.
- 8.2 The ordinary working hours of an Employee employed full-time shall be 80 per fortnight.
- 8.3 Employees will normally work 8 hours a day/shift in duration. Employees may work shifts of less than 8 hours by mutual agreement between the Employer and Employee.
- 8.4 The pay period shall run from Monday to Sunday for a fortnightly period. When a major part of a shift falls on a particular day the whole shift shall be regarded as being worked on that day. The Sunday night shift at the end of the pay period is paid as a full shift of 8 hours, despite 7 hours being worked on the first day of the following pay period.

- 8.5 Rostering practices in existence prior to this agreement, if not inconsistent with this agreement, shall continue to apply.
- 8.6 Rosters will be published not less than 28 days prior to the commencement of the roster, provided that less notice may be given in exceptional circumstances. Rosters posted will show duties for a minimum 28 day period. Changes in rosters, once posted, shall be by mutual agreement between the Nurse Manager (or delegated representative) and Employee.
- a. 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 with the Nurse Manager (or delegated representative) and Employee, these shall be consecutive.
 - b. Except in an emergency, no Employee shall work more than seven consecutive 8-hour duties.
 - c. Except in an emergency a break of at least nine continuous hours must be provided between any two periods of duty of a full shift or more. Note: if the Employee requests a lesser break overtime payments will not apply.
- 8.7 Notwithstanding the foregoing conditions staff may be permitted to change shifts with one another by mutual arrangement and with the prior approval of the Nurse Manager (or delegated representative). Overtime or other penalty provisions shall not apply in these instances.
- 8.8 Except in an emergency an Employee changing duties on consecutive days shall be rostered off for a minimum of 9 consecutive hours.
- 8.9 Shifts, once commenced, shall be continuous unless otherwise agreed between the Employer, the Union and the Employee.
- 8.10 Employees of 0.8FTE or greater will not be required to change between day and night shifts more than once in any fortnight unless by mutual agreement between the Nurse Manager (or delegated representative) and the Employee.
- 8.11 In the event there is a staffing shortage which cannot be alleviated, patient cares and/or the volume and range of services may be reduced in accordance with direction by the appropriate manager and Organisation policies. In addition, the following process shall apply:

When a Nurse considers they, or their colleagues have reached the limits of safe practice they will be supported to resolve the situation as follows:-

- a) The Nurse Manager or equivalent position will be immediately informed of the situation by the Nurse.
- b) The Nurse and the Nurse Manager, or equivalent position, will in good faith discuss the situation and endeavour to reach an agreed plan to resolve any potential issues around safe practice, before point (c) takes effect
- c) The Nurse will not be required to take additional workload until strategies have been implemented to address the immediate workload issues (eg: the redeployment of staff or patients) notwithstanding any immediate duty of care requirements.

8.12 Shift hours and rosters - the pattern of hours of shift is to be scheduled to meet the requirements of the Employer and has regard to the position to which the staff member has been appointed. Usual shifts are inclusive of meal breaks and are as follows –

- Morning Duty 0645hrs – 1515hrs
- Mid Shift 1100hrs – 1930hrs
- Afternoon Duty 1445hrs – 2315hrs
- Night Duty 2245hrs – 0715hrs
- Community Duty 0830hrs - 1700hrs
- Twilight Duty 1400hrs – 2230hrs

8.13 A Community shift operates an oncall component after 2200hrs. The oncall Registered Nurse is to be utilised to address acute need in the community setting that extends beyond standard business hours of the day

8.14 The parties acknowledge the Employment Relations (Flexible Working Arrangements) Amendment Act 2007 and its provisions.

9.0 MEAL AND REST BREAKS

9.1 Except when required for urgent or emergency work and except as provided in 9.2 below, no Employee shall be required to work for more than five hours continuously without being entitled to a meal break of not less than half an hour. There will be only one meal break of not less than half an hour during an 8-hour shift.

9.2 An Employee unable to be relieved from work for a meal break shall be entitled to eat their meal while on duty and this period shall be regarded as working time.

9.3 Tea breaks of 10 minutes each for morning tea, afternoon tea or supper, and the equivalent breaks for night duty where these occur during duty, shall be recognised as time worked.

9.4 During the meal breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the Employer.

10.0 WAGES

The tables below show the annual salary for a fulltime equivalent role (eg 80 hours per fortnight), the hourly rate is calculated using a divisor of 2086.

10.1 All Employees covered by this agreement shall be paid in accordance with the following scales and according to the role they have been employed to perform.

10.2 Progression to another step shall occur annually upon successful completion of a performance appraisal. A successful performance appraisal is one where no performance issues have been identified with the Employee prior to the performance appraisal.

10.3 There is no automatic progression to Step 6. To be eligible to move to Step 6 an RN must have completed PDRP and been on Step 5 for 12 months. Moves to Step 6 if been on Step 5 for more than 12 months and undertakes to completed PDRP to at least Proficient level within two years.

DESIGNATED SENIOR REGISTERED NURSE SCALE:

** There is no automatic progression through the Senior Nurse wage scales

	Current Rate Based on MECA	1 September 2021	1 September 2022
Senior 1 (ARC Liaison)	\$79,760	\$83,668	\$ 85,174
Senior 2 (Educator)	\$81,322	\$85,307	\$86,843
Senior 3 (Clinical Nurse Specialist)	\$85,375	\$89,558	\$91,170
Senior 4	\$86,887	\$91,144	\$92,785
Senior 5	\$90,230	\$94,651	\$96,355

REGISTERED NURSE SCALE:

	Current Rate Based on MECA	1 September 2021	1 September 2022
Step 7**			\$82,760
Step 6*	\$75,132	\$78,813	\$80,232
Step 5	\$72,954	\$76,529	\$77,906
Step 4	\$65,652	\$68,869	\$70,109
Step 3	\$62,138	\$65,183	\$66,356
Step 2	\$58,491	\$61,357	\$62,461
Step 1 /NetP	\$54,034	\$56,682	\$57,702

****Step 7 commencing from 1 September 2022 for registered nurses who have been on Step 6 for more than 12 months, have either PG Certificate or PG Diploma or above in Palliative Care, and have a current PDRP Proficient or above. Note if PDRP lapses, then pay scale will revert back to payment at Step 6 until revised PDRP is achieved.**

***Step 6 if been on Step 5 for more than 12 months and undertakes to complete PDRP Proficient or above within two years.**

ENROLLED NURSES SCALE:

	Current Rate Based on MECA	1 September 2021	1 September 2022
Step 4	\$57,047	\$ 59,842	\$ 60,919
Step 3	\$55,385	\$ 58,099	\$ 59,145
Step 2	\$51,333	\$ 53,848	\$ 54,818
Step 1	\$48,632	\$ 51,015	\$ 51,933

HEALTHCARE ASSISTANTS SCALE:

*** Step 5 conditional on satisfactory performance (which will be assumed to be the case unless the Employee is otherwise advised), effective from 1 January 2021 and been on step 4 for 12 months.**

	Current Rate Based on MECA	1 September 2021	1 September 2022
Step 5*	\$48,003	\$ 50,355	\$ 51,262
Step 4	\$46,605	\$ 48,889	\$ 49,769
Step 3	\$45,779	\$ 48,022	\$ 48,887
Step 2	\$42,910	\$ 45,013	\$ 45,823
Step 1	\$41,720	\$ 43,764	\$ 44,552

Merit Steps for Healthcare Assistants
Merit Step 1: \$1,000.00
Merit Step 2: \$2,000.00

The merit steps for Healthcare Assistants are prorated and do not incur any penal rates.

10.4 Professional Development Recognition Programme (PDRP)

- a) The transition of all Nurses to the PDRP is vital to our specialist status and therefore is a requirement that all Cranford Hospice Trust nurses have either completed their PDRP or are in the progress of their PDRP within 12 months of commencement of employment.
- b) Current Employees who are covered by the SECA as at 01 September 2021 will have 2 years to complete their PDRP
- c) NetP Employees are exempt from the requirement of PDRP Proficient or above levels, as they must complete a Competent portfolio at the end of their NetP year
- d) PDRP payments are prorated based on FTE and do not attract penal rates

Payment per annum based on a 1.0FTE role	Senior and Registered Nurse
Proficient RN	\$3000.00
Expert RN	\$4500.00

Payment per annum based on a 1.0FTE role	Enrolled Nurse
Proficient EN	\$3000.00
Expert EN	\$4500.00

10.5 Post Graduate Qualification Payments

- a) New Employees and existing Employees who obtain a post graduate qualification will receive a one-off prorated based on FTE qualification recognition payment as follows:
 - \$1,050 for a Certificate
 - \$1,550 for a Diploma
 - \$2,550 for a Masters

- b) The Employer will consult in good faith with the Employee about the relevance of any one-off qualification the Employee has or obtains and any potential entitlement to the payment. The Employer reserves the right to determine which qualification is relevant to their workplace and whether the Employee is entitled to any qualification payment.

- c) The entitlement for qualifications payments (Certificate, Diploma and/or Masters) is for one discipline only.

11.0 OPERATION OF WAGE SCALES

- 11.1 On appointment, the Employer may place Employees on any step of the relevant scale, taking into account the following factors:
- i. previous nursing/hospice experience or other relevant work experience.
 - ii. degree of difficulty in recruiting for specific skills and/or experience required for the position.
 - iii. Employees on fulltime study leave or parental leave, with or without pay, shall continue to receive annual increments to which they would otherwise be entitled to, notwithstanding that a performance appraisal will have not been completed.

11.2 Overtime

- a) Overtime is time worked in excess of eight hours per day or the rostered duty whichever is greater, or 80 hours per two week period, when such work has been authorised in advance.

- b) Overtime worked on any day shall be paid at one and one half times the normal hourly rate of pay (T1.5) for the first 3 hours and double time (T2.0) thereafter.

- c) No Employee shall be required to work for more than 12 consecutive hours where their normal shift is of 8 hours' duration unless by mutual agreement between the Nurse Manager (or delegated representative) and Employee.

11.3 Penal Rates

- a) Weekend rate - applies to ordinary time (other than overtime) worked after midnight Friday/Saturday until midnight Sunday/Monday shall be paid at time and one half (T1.5).
- b) Public Holiday rate – applies to those hours which are worked on the public holiday. This shall be paid at double time (T2.0)
- c) Night Rate - Employees working between the hours of 2000hrs and 0715hrs (from midnight Sunday/Monday to midnight Friday/Saturday) shall be paid at time and one quarter (T1.25) for hours worked within this time period. **** commencing 03 January 2022**
- d) Twilight Shift – hours of work for the Twilight shift are 1400hrs to 2230hrs. Ordinary time will be paid from 1400hrs to 2000hrs and thereafter T1.25, with the exception of weekend shifts which are paid at T1.5 and Public Holidays which are paid at T2.0

11.4 Call Backs/Call Outs

- a) If the Employee is *called back to work an additional shift in the IPU*, they will be paid at the relevant shift rate with a minimum payment for 3 hours. Except that if an Employee is called back within 9 hours of having completed a shift, they will be paid at overtime rates of T1.5 with a minimum payment for 3 hours.
- b) An Employee who is *called out* shall be paid a minimum of 3 hours at the overtime rate of T1.5 or for actual working and travelling time, whichever is the greater. More than one callout within three consecutive hours is deemed to be one call out. T2.0 will be paid for any additional callouts for a minimum of 3 hours if they fall on the same callout duty and outside of the 3 hours between calls.
- c) Transport: Where an Employee is called back to work outside the Employee's normal shift hours in respect of work which could not be foreseen or prearranged, the Employer shall either:
 - (i) provide the Employee with return trip transport from/to the Employees place of residence and the workplace or;
 - (ii) reimburse the Employee the actual and reasonable travelling expenses incurred in travelling from the Employees place of residence to the workplace or from the workplace to the Employees place of residence, or both travelling to and from the workplace. The reimbursement rate shall be as prescribed by the current IRD tier 1 rate.

12.0 ALLOWANCES

12.1 On-Call

- a) In the interests of healthy rostering practices, the parties agree that the allocation of on-call time should be spread as evenly as practicable amongst those required to participate in an on-call roster.
- b) Where an Employee is instructed to be on call during normal off duty hours, an on call taxable allowance of \$6.00 hour shall be paid Mon-Fri, and \$8.00 per hour on Sat, Sun and Public Holidays.
- c) The on-call allowance is payable for all hours the Employee is rostered on call including time

covering an actual call out.

- d) An Employee who is required to be on call shall have access to a cell phone.
- e) Being on call does not preclude an Employee from being rostered on for normal duties for the shift following the on-call period at ordinary rates. Circumstances surrounding actual call outs will be taken into account and additional time off will be allowed on a time for time basis or by mutual agreement, until a reasonable break has been achieved as detailed in the Employers rostering policy to support Health and Safety in the workplace.
- f) Where a rostered day off follows an on-call duty, circumstances surrounding actual call outs will be taken into account and additional time off will be allowed on a time for time basis or by mutual agreement, to compensate for the impact on the rostered day off.

12.2 Higher Duties Allowance

- a) The higher duties allowance payable shall be paid at a rate of \$22.00 per full 8 hour shift worked.

12.3 Special Duties Allowance

- a) The special duties allowance shall be paid at a rate of \$22.00 per full 8 hour shift or \$11.00 for periods of less than 4 hours worked on these duties

12.4 Community Nurse Allowance

- a) In recognition of the special demands associated with providing palliative care in the community, RN's will be paid an allowance of \$15.00 per shift worked in the community. Where nurses are rostered to work in the community and the in-patient unit, the allowance shall only be payable for the community shifts.
- b) This allowance is payable as part of relevant daily pay for Sick Leave but is not payable when on other types of leave such as annual and study.

12.4 Clothing Allowance

- a) An allowance of \$300 (taxable) per year as a one off annual payment will be paid after 6 months of employment for new Employees and thereafter on an annual basis in July of each year.

13.0 REIMBURSING PAYMENTS

13.1 Annual Practising Certificate

- a) Where an Employee is required by law to hold an annual practising certificate (APC), the cost of the certificate shall be met in full by the Employer provided that:
 - i. It must be a statutory requirement that a current certificate be held for the performance of duties.
 - ii. The Employee must be engaged in duties for which the holding of a certificate is a requirement.
 - iii. Any payment where an APC is refunded will be off set to the extent that the Employee has received reimbursement from another Employer.
 - iv. The Employer will only pay one APC unless there are operational requirements for an Employee to maintain more than one APC.

13.2 Travelling Expenses and Incidentals

- a) When travelling on Employer business, and where a hospice vehicle is not available the Employee will be reimbursed for costs on an actual and reasonable basis on presentation of original receipts in line with the Employer's reimbursement policy.
- b) Employees who are required to use their motor vehicles on Employer business shall be reimbursed in accordance with the IRD tier 1 rates.

13.3 Professional Supervision

- c) Employees are encouraged to attend a monthly professional supervision session of up to one hour's paid time by suitably qualified clinical supervisors approved by the Employer. The fees will be paid for by the Employer upon receipt of a GST invoice from the supervisor.

14.0 PUBLIC HOLIDAYS

- a) The following days shall be observed as public holidays; New Year's Day, 02 January, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Matariki (effective 24 June 2022), Anniversary Day, Labour Day, Christmas Day, Boxing Day.
- b) Employees agree to work on any of the above holidays where so asked by the Employer and shall be paid at T2.0 for time actually worked on the holiday.
- c) Where an Employee works on a public holiday and that day that would be a normal working day for them the Employee shall be allowed an alternative day's holiday paid for at the Employee's relevant daily rate, to be taken within 12 months. The Employee may request the Employer to exchange the entitlement to an alternative holiday for payment after 12 months have passed since the Employees entitlement to an alternative holiday was earned and this request must be in writing.
- d) 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. One alternative holiday shall apply in respect of the public holiday or part thereof worked.
- e) If the public holiday falls on a weekend the Employee will be paid for the actual day worked, if they also work on the Monday (which is Mondayised) the Monday becomes a normal working day for that person. If an Employee did not work the 'actual' public holiday but is working the Monday this will be treated as a public holiday and paid at the rates specified in this agreement, and an alternative leave day accrued.
- f) Where a part-time Employee's days are not fixed, the Employee shall be entitled to public holiday provision 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.
- g) Alternate leave days accrued shall be used/paid in the first instance before annual leave. Payment for alternative leave days shall be paid at the relevant daily pay of the day on which they are taken.

15.0 ANNUAL LEAVE

- a) 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.
- b) Casual Employees shall be paid 8% of gross taxable earnings in lieu of annual leave to be added to the wages paid for each engagement.
- c) Annual leave should be taken in the twelve (12) month period after it falls due, at a time agreed with the Employer and in line with the Employers policy, to fit in with service/work requirements and the Employee's need for rest and recreation
- d) Annual leave is able to be accrued to a maximum of one year entitlement. By mutual agreement between the Employer and Employee annual leave may accrue up to two years entitlement. Any requests for this must be put in writing.
- e) The Employer may require an Employee to take any leave that is outstanding upon 14 days notice in writing from the Employer.
- f) Part time Employees shall be entitled to annual leave on a pro rata basis.
- g) Employees who have completed five years continuous service shall be entitled to five week's annual leave on-going, pro rata for part time Employees.

16.0 SICK LEAVE

- a) On appointment a new Employee shall be entitled to ten (10) working days paid sick leave for the first twelve months of employment, and an additional ten (10) working days for each subsequent twelve-month period on their anniversary date of employment.
- b) In accordance with the Holidays Act 2003, an Employee may be required to produce a medical certificate issued by a medical practitioner as proof of sickness or injury in the following circumstances:
 - i. If the sickness or injury is for a period of 3 or more consecutive calendar days, whether or not the days would otherwise be working days for you; or
 - ii. If the sickness or injury is for a period of less than 3 consecutive calendar days and the Employer informs you as early as possible that the proof is required and meets reasonable expenses in obtaining the proof.
- c) An Employee is required to let the Employer know as soon as possible if they are unable to attend work due to sickness or injury. Failure to do this may result in the absence being treated as unpaid leave.
- d) The Employee can accumulate their sick leave entitlement up to a maximum of 100 days.
- e) Sick leave entitlement is available for an Employee to care for a person who is dependent

upon the Employer's care.

- f) 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. The Employer may deduct monies due from the final pay.
- g) Where an Employee is suffering from a minor illness which could have a detrimental effect on the patients or other staff in the Employers care, the Employer may at their discretion, either;
 - i. Place the Employee on suitable alternative duties, or
 - ii. Direct the Employee to take sick leave

16.1 Discretionary Leave

- a) In the event an Employee has no sick or annual entitlement left, they may be granted additional sick leave at the discretion and approval of the Employer. In considering the granting of leave under this clause, the Employer shall recognise that discretionary sick leave is to ensure the provision of reasonable support to staff having to be absent from work when all other entitlements have been exhausted. Requests for discretionary leave should be made in writing by the Employee to the Employer.
- b) In these circumstances the following shall be taken into account:
 - i. The circumstances leading to the request
 - ii. The Employee's length of service
 - iii. The Employee's attendance and leave record
 - iv. The consequences of not providing the leave
 - v. Any unusual and/or extenuating circumstances
 - vi. Alternative options e.g. shorter hours, more flexible rostering
 - vii. Other amounts of leave available
- c) Reasons for a refusal shall, when requested by the Employee in writing, be given in writing and before refusing a request, the decision maker is expected to seek appropriate guidance.

17.0 BEREAVEMENT/ TANGIHANGA LEAVE

- a) The Employer shall approve bereavement leave with pay in line with the Holidays Act (2003) and any subsequent amendments
- b) Where an Employee suffers a bereavement on the death of their: spouse; parent; child (including by way of miscarriage or still birth); brother or sister; grandparent; grandchild; or spouse's parent, they are entitled to 3 days bereavement leave.
- c) Where the Employer accepts an Employee has suffered a bereavement on the death of any other person they shall be entitled to take 1 day bereavement leave.
- d) Additional bereavement leave, either paid or unpaid, can be provided by the discretion the Employer and relevant factors in the Employer decision include:

- i. The closeness of the association between the Employee and the deceased person;
 - ii. Whether the Employee has taken significant responsibility for all or any of the arrangements for the ceremonies relating to the death; and
 - iii. Any cultural responsibility the Employee has in relation to the death.
- e) The Employer may request that proof be provided.
- f) An Employee is required to notify the Employer as soon as possible if they intend to be absent due to a bereavement.

18.0 PARENTAL LEAVE

- a) An Employee is entitled to parental leave in accordance with the Parental Leave and Employment Protection Act (1987) and its subsequent amendments.
- b) **With effect from 01 January 2022**, where an Employee takes parental leave under this clause, meets the eligibility criteria as defined in the Parental Leave and Employment Protection Act 1987 and amendments and assume or intend to assume the primary care of the child and is in receipt of the statutory paid parental leave payment in accordance with the act, the Employer shall pay the Employee the difference between the weekly statutory payment and the equivalent weekly value of the Employee's base salary (pro rata if less than full time) for a period of up to 4 weeks.

19.0 FAMILY VIOLENCE LEAVE

- a) Family violence leave will be allowed in accordance with the provisions of the Holidays Act 2003 and its subsequent amendments.
- b) An Employee shall notify the Employer of the need to take family violence leave as soon as practicably on the first day. There may be circumstances where the notification is given by a proxy.
- c) The Employer may require an Employee to provide proof that they are affected by family violence from those such as Police, Government department, health professionals, or a family violence support service.

20.0 JURY SERVICE/WITNESS LEAVE

- a) Leave for jury service may be taken on ordinary pay on the days that the Employee would normally work provided that:
 - i. the Employee will advise the Employer of a request to participate in jury service at the earliest opportunity including providing the written jury request letter
 - ii. where circumstances require the Employee to be on the roster, the Employer can provide the Employee a letter of exemption.

- iii. the Employee returns to work immediately on any day the Employee is not actually required to attend at Court
- iv. the Employee pays the fees received to the Employer but may retain any expenses paid.

21.0 NZNO MEETINGS

- 21.1 Union members shall be entitled to up to a total of four hours leave per year (a year being the period beginning on the 1st day of January and ending on the following 31st day of December) on ordinary pay to attend meetings authorised by the Union providing the following conditions are fulfilled.
- 21.2 Union shall give the Employer at least 14 days' notice of the date and time of any Union meeting to which clause 21.1 above is to apply.
- 21.3 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 Union members to remain available during the meeting to enable the Employer's operation to continue.
- 21.4 Work shall resume as soon as practicable after the meeting, but the Employer shall not be obliged to pay any Union member for a period greater than two hours in respect of any meeting.
- 21.5 Only Union 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 Union shall supply the Employer with a list of members who attended and shall advise the Employer of the time the meeting finished.

Note: The provisions of these clauses are inclusive of any entitlements provided by the Employment Relations Act 2000.

22.0 UNION RIGHT OF ENTRY

- a) Authorised Union representatives may enter the workplace in accordance with the Employment Relations Act 2000.
- b) The authorised Union representative shall be entitled to enter the workplace at reasonable times, in a reasonable way and in compliance with health and safety requirements of the Employer.
- c) When the Union representative enters the workplace, they will advise the CEO/delegated representative they are entering the workplace and if the CEO/delegated representative is not present the Union will leave a written notice of the visit.
- d) The Employer recognises that it may not unreasonably deny a Union representative access to the workplace.

23.0 UNION DELEGATE / WORKPLACE REPRESENTATIVE

- a) The Employer accepts that Employee job delegates are the recognised channel of communication between the union and the Employer in the workplace.
- b) Accordingly paid time off (at ordinary time rates) shall be allowed for recognised Employee delegates to attend meetings with management, consult with union members, and other recognised Employee job delegates and union officials, to consult and discuss issues such as management of change, staff surplus, and representing Employees.
- c) Prior approval for such meetings shall be obtained from the CEO or their delegated authority.

24.0 EMPLOYMENT RELATIONS EDUCATION LEAVE

- a) Such leave will be allowed in accordance with the Employment Relations Act.
- b) The Employer shall grant leave on pay for Employees' party to this SECA 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
<u>6 – 50</u>	<u>5</u>

- c) 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.
- d) The Union shall send a copy of the programme for the course and the name of Employees attending at least 21 consecutive days prior to the course commencing.
- e) The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.
- f) 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.

25.0 PROFESSIONAL DEVELOPMENT AND POST GRADUATE EDUCATION

25.1 Professional Development and Recognition Programmes (PDRP)

- a) The PDRP is a framework that helps nurses develop their professional practice and assist them on a career pathway. The PDRP encourages nurses to reflect on their practice and to set goals to plan for their future in care delivery and leadership.
- b) Obtaining PDRP is seen as vital to our 'specialist status' and therefore there is a requirement that all Cranford Hospice Trust nurses complete their PDRP to the required level as follows:
 - New Graduates - Competent
 - Registered Nurses - Proficient or Above
 - Clinical Nurse Specialist - Expert
- c) All Employees must commence their PDRP within 12 months of commencement of employment
- d) Cranford Hospice has a relationship with the local NCNZ accredited PDRP Programme which enables the hospice to be integrated into programme which is aligned to the National Framework for Nursing Professional Development and Recognition Programmes and Nursing Council NZ and HPCA Act (2003) requirements.
- e) All Nurses (RNs and ENs) will be required to participate in an annual appraisal.
- f) These principles will be monitored as part of the negotiations for the NZNO Cranford HospiceSECA and will identify:
 - (i) any changes or processes necessary to further the PDRP, including education
 - (ii) If the programme is managed consistently
 - (iii) the development and monitoring of the review process and/or implementation difficulties
 - (iv) appropriate training/information/support for all Employees and managers involved in the PDRP
 - (v) auditing to ensure that the appeals process is working

25.2 Post Graduate Education

- a) The parties to this agreement record their intention that staff be given reasonable opportunity and positive encouragement to undertake post graduate study or training relevant to nursing practice or roles in palliative care.
- b) Leave, with or without payment, may be approved as deemed appropriate by the Employer. The Employer may grant reimbursement of expenses in part or in full incurred by the Employee when attending relevant courses of study.

25.3 Professional Development Leave

- a) The Employer shall grant professional development leave of no less than 24 hours per calendar year for full time Employees (pro-rated to 20 hours per calendar year for part time Employees). This leave enables Employees to maintain competency, complete qualifications, attend courses and to undertake research or projects that are relevant to the Employer and which facilitate the Employee's growth and development. Prior approval of the Employer must be obtained.
- b) Professional leave will be granted at the T1 rate and may accumulate over a three year period to a maximum of 72 hours (full time) and 60 hours (part time) if agreed as part of a professional development plan.
- c) Employees may apply for professional development leave in addition to the above clause which may be granted at the discretion of the Employer.
- d) Meetings to meet organisational and service requirements not otherwise addressed in this clause, (including nurses meetings and in-service training) shall be paid at ordinary rate for time spent at such meetings.
- e) One day's leave (in addition to that prescribed in sub-clause a) will be granted for the preparation of the initial portfolio required under the terms of the PDRP.

26.0 POLICIES AND PROCEDURES

- a) The Employer has a number of policies and procedures that the Employee is required to observe as a condition of employment. The Employer may vary, withdraw, add to or change the policies and procedures, and shall notify the Employee where there is significant variation via consultation as detailed in clause 32.2.
- b) In the event of non-compliance with the policies and procedures, disciplinary action may be taken, including warnings and termination of employment. In some circumstances failure to follow the policies and procedures may result in summary dismissal of employment.

27.0 HEALTH AND SAFETY

27.1 Health and Safety in the Workplace

- a) The parties and covered Employees 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.
- b) 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.

- c) 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.
- d) 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.
- e) Employees are required to comply with the Employer health and safety policies and procedures and in particular, to take all practicable steps to ensure your own fitness for work and the safety of others in the place of work.
- f) Employees are required to ensure they maintain their ability to perform their duties safely and effectively. Employees must advise the Employer of any medical condition (including stress-related symptoms) which may impact on their ability to perform their duties safely or effectively.
- g) The Employer recognises that to fulfil their function health and safety delegates require adequate training, paid time and facilities.
- h) The parties to this agreement recognise that effective health and safety committees are the appropriate means of providing consultative mechanisms on health and safety issues in the workplace.

27.2 Healthy Workplaces Agreement

- a) The parties agree that all Employees should have a healthy workplace that meets the requirement of the Health and Safety in the Workplace Act (2015).
- b) Workplace wellness forms part of the Cranford Hospice Trust Health and Safety Plan and the organisational Workplace Wellness Strategy.
- c) Part of this strategy is having the appropriate levels of staff, skill mix, experience, and resourcing to achieve a match between demand and capacity.
- d) The development of a learning culture that emphasises Employees at all levels being given the opportunity to extend their knowledge and skills, as identified in their performance development plans where they are in place.
- e) Having the right tools, technology, environment, and work design to support health and safety and to ensure effective health care delivery. This includes the opportunity to be involved in the decisions about what is needed and when.
- f) Recognising that wellness in the workplace is also the responsibility of the Employee to manage and seek support when required.

28.0 REDUNDANCY

- a) 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.
- b) The Employer shall provide four weeks written notice of any impending redundancy to the affected Employees and every endeavour shall be made to redeploy affected Employees.
- c) Subject to clause 31.1 (a), in the event that your employment is terminated by redundancy, you will be given the notice set out in that clause or payment in lieu of notice.
- d) During the period of notice the Employee shall be entitled to reasonable time off to attend interviews and seek alternative employment by agreement with the Employer, without loss of pay.
- e) The Employee made redundant shall be provided with a Certificate of Service stating that employment was terminated as a result of redundancy.
- f) The Employer shall provide reasonable counselling for affected Employees on the request from the Employee.
- g) In the event of dismissal for reasons of redundancy a severance payment equal to four weeks ordinary pay will be made to the Employee.

28.1 Employee Protection Provision

- a) Where Employees are terminated due to the sale; contracting out or transfer of the whole or part of the business of the Employer and the Employee is offered employment of a similar nature with the transferor of the business or the contractor, the Employee shall not be deemed to have been made redundant.
- b) The Employer shall endeavour to provide in the sale and purchase agreement provision for Employees' continuity of service with the purchaser. In the absence of such provision the Employer shall notify the Employees affected by the sale, transfer or contracting out of the whole or part of the business in accordance with this clause. No claim for compensation may be made against the Employer.

29.0 UNIFORMS AND PROTECTIVE CLOTHING

- a) Suitable protective clothing shall be provided at the Employer's expense where the work involves a risk of excessive soiling or damage to uniforms or personal clothing or a risk of injury to the Employee. Damage to personal clothing
- b) 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.

30.0 PAYMENT OF WAGES

- a) Employees will be paid fortnightly in arrears by direct credit.
- b) 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.
- c) Any monies agreed, as being owed by the Employee to the Employer upon termination will be deducted from the Employee's final pay.
- d) 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.
- e) Overpayment Recovery Procedures: Attention is drawn to the Wages Protection Act 1983 or any other amendment or Act passed in substitution. This clause must not act in a way that is inconsistent with that Act. 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 full explanation of the reasons for the overpayment. Overpayments should be recovered over an equivalent period to the overpayment.
- f) The Employer shall use its best endeavours to direct credit payment of wages into the Employee's bank account one clear banking day prior to a public holiday.

31.0 TERMINATION OF EMPLOYMENT

31.1 Notice Period

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

31.2 Abandonment of Employment

- a) 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 attempt to contact the Employee during the three days period of absence.

31.3 Termination on Health Grounds

- a) An Employer may consider termination of an Employee's employment in situations where the Employee is rendered incapable of the proper ongoing performance of their duties as a result of illness/injury or disability.
- b) Before taking any action, the Employee may be required to undergo a medical examination by a registered medical practitioner, as agreed between the Employer and Employee, which will be paid for by the Employer. Any reports or recommendations made available as a result of that examination will be taken into account as will any other relevant medical reports or recommendations which may be received or tendered on behalf of the Employee.

32.0 CO-OPERATION AND CONSULTATION

32.1 Management of Change

- a) The parties to this collective agreement accept that change in the health service is necessary in order to ensure the efficient and effective delivery of health services. They recognise a mutual interest in ensuring that health services are provided efficiently and effectively, and that each has a contribution to make in this regard.
- b) Prior to the commencement of any significant change to staffing, structure or work practices, the Employers will identify and give reasonable notice to Employees who may be affected and to the Union to allow them to participate in the consultative process so as to allow substantive input. The requirement excludes short notice roster changes supporting patient care, captured in Clause 8.0.

32.2 Consultation

- a) 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.
- b) The process shall be as follows:
 - i. The initiative being consulted about should be presented as a 'proposal' or 'proposed intention or plan' which has yet to be finalised
 - ii. Sufficient information must be provided by the Employer to enable the party/parties consulted to develop an informed response
 - iii. Sufficient time must be allowed for the consulted party/parties to assess the information and make such response subject to overall time constraints within which a decision must be made
 - iv. Genuine consideration must be given by the Employer to the matters raised in the response
 - v. The final decision shall be the responsibility of the Employer.

33.0 HARASSMENT PREVENTION

- a) 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.
- b) Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence, and other forms of intimidating behaviour.
- c) All complaints will be taken seriously, and the Employer undertakes to address these complaints with sensitivity and impartiality.

34.0 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

An “employment relationship problem” includes:

- A personal grievance
 - A dispute
 - 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.
- a) Where an Employment Relationship Problem arises, the parties will in the first instance seek to resolve it between the immediately affected parties. If the Employee believes that they have an employment relationship problem, they are encouraged to raise the problem with the Employer, either through their Manager or the CEO if that is not appropriate. Both parties will try and resolve the problem promptly, fairly and confidentially.
 - b) The Employee is entitled to seek representation at any stage during the process. Help with an employment relations problem is available from within the workplace (Employee manager) or outside the workplace (Ministry of Business, Innovation and Employment 0800 20 90 20), or a union, an advocate or a lawyer.
 - c) If the matter is unresolved either party is entitled to seek mediation from the Ministry of Business, Innovation and Employment (0800 20 90 20) 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.)
 - d) 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.
 - e) Where any matter comes before the Authority for determination, the Authority must normally 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.

- f) 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.

35.0 ACCIDENTS AND INJURIES

- a) Work Related: Where an Employee is incapacitated as a result of a work accident, and that Employee is on earnings related compensation, then the Employer agrees to supplement the Employee's compensation by 20% of base salary during the period of incapacitation as a charge against the Employee's Sick Leave while sufficient sick leave is available.
- b) Non-Work Related: For non-work-related accidents, where the Employee requests, the Employer shall supplement the Employee's compensation by 20% of base salary and this shall be a charge against the Employee's Sick Leave while sufficient Sick Leave is available.

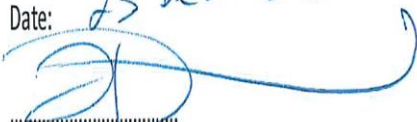
36.0 FAMILY FRIENDLY PRACTICES

- a) The Employer will recognise and encourage the development of family friendly policies.

37.0 DEDUCTION OF UNION FEES

The Employer shall deduct Employee Union fees from the wages/salaries of Employees when authorised in writing by members and shall remit such subscriptions to the Union at agreed intervals.

Signatures

Date: 23 Dec 2021


Hannah Pratt for and on behalf of NZNO

 23/12/21

Clare Randall, CE

For and on behalf of

AROHANUI HOSPICE SERVICE TRUST

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Appendix 1:

MEMORANDUM OF UNDERSTANDING:

- (1) Pass On: The Employer parties to this agreement agree not to automatically pass on to staff who are not bound by this Collective Agreement, terms or conditions that are the same or substantially the same as those contained in this Collective Agreement.

This means that the Employer and non-NZNO staff members shall individually negotiate their terms and conditions of employment.