



**COLLECTIVE EMPLOYMENT AGREEMENT  
CLINICAL STAFF**

October 2021–September 2022

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# ASHBURN CLINIC/NEW ZEALAND NURSES ORGANISATION COLLECTIVE EMPLOYMENT AGREEMENT

## 1 APPLICATION

### 1.1 Nature of Agreement

This is a Collective Employment Agreement made pursuant to the Employment Relations Act 2000 (ERA). The parties to this Agreement agree to the terms and conditions outlined in this Agreement.

### 1.2 Parties

This Agreement is made between:

- a. Ashburn Hail Charitable Trust trading as Ashburn Clinic (the Employer)
- b. Clause 1.3 of this contract; and
- c. New Zealand Nurses Organisation (NZNO).

### 1.3 Coverage

This Agreement shall apply to all clinical staff who are members of NZNO and who are employed by Ashburn Clinic except those who are currently employed on Individual Employment Agreements.

Other clinical staff at Ashburn Clinic who are not members of the NZNO as at the commencement of this Agreement, and new staff members employed by Ashburn Clinic during the term of this Agreement, may become covered by the Agreement in accordance with the Employment Relations Act 2000 by joining the NZNO.

## 2 DEFINITIONS

- 2.1 "Call Out" is when an Employee who is on an On Call roster is required to come into work. In such circumstances the Employee shall be paid the On Call allowance in addition to the appropriate rate of pay for a minimum of three (3) hours.
- 2.2 "Clinical staff" means all medical staff involved directly in delivering clinical care or therapy to patients, including registered and enrolled nurses and mental health workers acting for the time being as charge nurses, but excluding people who are employed on individual agreements as charge nurses otherwise, and occupational therapists.
- 2.3 "Full time" are those employed for a set number of pre-arranged hours and days each week, but at least 8.0 hours per day or 40.0 hours per week in the case of clinical staff.
- 2.4 "Part time" are those employed for a set number of pre-arranged hours and days each week, but less than 8.0 hours per day or 40.0 hours per week in the case of clinical staff.
- 2.5 The normal hours of work for part time staff will be arranged by mutual agreement between the Employer and the Employee. Additional hours may be arranged by mutual agreement between the Employer and the Employee. Any additional hours worked will be paid at the ordinary rate specified in each individual's agreement of employment.
- 2.6 "Casual" are those employed as and when required. There is no expectation of ongoing employment. Where a person has been employed on a casual basis, holiday pay will be paid at a rate of 8% of gross earnings and will be paid at the end of the employment cycle.
- 2.7 "Employment cycle" is a period of employment.
- 2.8 "Week" is the seven day period Monday through to Sunday.

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### **3 TERM OF AGREEMENT**

- 3.1 This Agreement shall come into force on 1 October 2021("the commencement date") and shall continue in force until its expiry on 30 September 2022 ("the expiry date").
- 3.2 The terms and conditions of this Agreement supersede all previous contracts, terms, conditions and agreements.
- 3.3 This Agreement may be varied by the parties subject to ratification in accordance with the rules of the NZNO.

### **4 NO PASS ON PROVISION**

- 4.1 The employer parties to this Collective Agreement 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. This means that the Employer and non-NZNO members shall individually negotiate their terms and conditions of employment.

### **5 HOURS OF WORK**

- 5.1 The normal hours of work shall be the shifts notified in advance by roster or shall be the specific hours agreed in advance with individual employees. The agreed standard for the posting of the roster will be at least twenty-eight (28) days in advance of the roster period, with a minimum of fourteen (14) days in advance. Leave requests will need to be submitted one week prior to the standard roster period to be included in the roster planning.
- 5.2 The normal hours of work shall include a paid ten (10) minute rest break in each period of four (4) hours worked, where appropriate, an unpaid meal break of at least thirty (30) minutes duration. Meal breaks shall be allowed at or before completion of five (5) hours work, except in an emergency.
- 5.3 When due to staffing levels Employees are unable to leave the workplace for a meal break they will be entitled to have a meal while on duty, and this period will be regarded as working time at the appropriate rate (the rate payable at the time). An example of this would be staff working weekend and evening shifts.
- 5.4 Employees may arrange mutual exchanges of rostered duty with the consent of the Employer in advance provided that the exchange does not incur additional payment by the Hospital. Employees' two days off shall be consecutive except that the days off may be separate no more frequently than one week in four or by mutual agreement or in the case of an emergency.

### **6 OVERTIME**

- 6.1 Overtime shall be authorised by the Employer and worked with the mutual agreement of the Employee and Employer.
- 6.2 Overtime is time worked in excess of eight (8) hours per day or the rostered duty whichever is greater, or eighty (80) hours per fortnight, provided such overtime has been authorised in advance.
- 6.3 Overtime worked on any day (other than a public holiday) from midnight Sunday/Monday to midnight Friday shall be paid one and a half times the normal rate of pay (T1.5) for the first three (3) hours and at double the normal hourly rate of pay (T2) for the balance of the hours worked.
- 6.4 Overtime worked from midnight Friday to midnight Sunday/Monday or on a public holiday shall be paid at the double the normal rate (T2).
- 6.5 A minimum break of nine (9) hours between shifts is allowed and any Employee who is required to take a lesser break between shifts shall be paid at overtime rates for the second shift.
- 6.6 No work shall qualify for both shift allowance and overtime and no work shall qualify for both

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holiday rate and overtime.

## **7 HOLIDAYS AND LEAVE**

### **7.1 Public Holidays**

7.1.1 The following days shall be recognised as public holidays in accordance with the Holidays Act 2003:

December 25	Easter Monday
December 26	ANZAC Day
January 1	The Birthday of the Reigning Sovereign
January 2	Labour Day
Waitangi Day	Anniversary Day (or some other day in lieu)
Good Friday	Matariki

7.1.2 The Employee agrees that when one of the days nominated above falls on a day that would otherwise be a working day for the Employee, and the Employer requires the Employee to work that day, the Employee shall be paid at the normal hourly rate plus an additional 100% for the hours worked. The Employee shall then take an alternative paid holiday on another day as agreed between the Employer and the Employee.

7.1.3 Where the Employee works any public holiday that would not otherwise be a working day, the Employee shall be paid at the normal hourly rate plus an additional 100% but receive no day in lieu.

### **7.2 Annual Holidays**

7.2.1 Unless arranged with Ashburn Clinic in writing, staff must take annual holidays within twelve (12) months of becoming entitled to them.

7.2.2 Annual holidays are allowed in accordance with the Holidays Act 2003.

7.2.3 Clinical staff are entitled to twenty-seven (27) days annual holiday for each completed year of current continuous service. Annual leave entitlements will be pro-rata for part time staff.

### **7.3 Rostered Day Off Holidays (RDO'S)**

7.3.1 Clinical staff are entitled to have their birthday off as a paid Rostered Day Off. Where this is not possible or does not fall on a rostered day, an alternative day shall be agreed with the manager. Any alternative day will occur as soon as possible following the actual birth date.

7.3.2 Rostered Days off must be taken in the year that they fall due.

7.3.3 RDO's do not accumulate between calendar years in the way Annual Holidays do.

### **7.4 Sick Leave**

7.4.1 Upon starting employment the Employee is entitled to ten (10) days paid sick leave. In each subsequent completed year of service, all Employees are entitled to another ten (10) days paid sick leave.

7.4.2 The Employee may accrue unused sick leave up to a maximum of one hundred and ten (110) days.

7.4.3 Sick pay will be paid in accordance with the Holidays Act 2003.

7.4.4 All absences for sickness must be supported by a medical certificate if requested in accordance with the Holidays Act 2003. Failure to produce a medical certificate may mean no sick leave pay for the time taken off. In some circumstances, at Ashburn Clinic's expense, Ashburn Clinic may specify a doctor.

7.4.5 The Employee may take sick leave if the Employee is sick or when the Employee must attend to

a dependent of the Employee. This person would, in most cases, be the Employee's child, partner or other dependent family member.

#### **7.5 Bereavement Leave**

- 7.5.1 On the death of a spouse or partner, a child, a brother or sister, a parent, a parent-in-law, a brother or sister, a grandparent or grandchild, the Employee will be granted three (3) days bereavement leave.
- 7.5.2 The Employee will also be granted one day's bereavement leave on the death of any other person if the Employer accepts that the Employee has suffered bereavement.
- 7.5.3 Ashburn Clinic recognises that additional cultural and family obligations and needs arise at times of bereavement. Ashburn Clinic will consider requests for additional bereavement leave sympathetically and will not unreasonably withhold approval. The Employer will decide whether additional bereavement leave is with or without pay.

#### **7.6 Parental Leave**

- 7.6.1 Parental leave is allowed in accordance with the Parental Leave and Employment Protection Act 1987, and its amendments. An Employee who intends applying for parental leave must ask their supervisor about the application they must make.

#### **7.7 Jury/Witness Service Leave**

- 7.7.1 An Employee who is called on to undertake jury service or who is subpoenaed to appear before the Court as a witness will be granted paid leave to attend. Such leave pay will be the difference between the juror's or witness's expenses paid by the court and the ordinary day's pay. Reimbursing expenses are not included in the difference.
- 7.7.2 Paid jury/witness service leave is subject to production of Court Expenses Vouchers and to the Employee returning to work immediately if not required by the Court.

#### **7.8 Study Leave**

- 7.8.1 The Employee may be granted time off paid at ordinary rate to attend courses of study approved of by the Employer.

#### **7.9 Legislated Leave**

- 7.9.1 The leave provisions above include the special leave provisions of the Holidays Act 2003.

#### **7.10 Employment Relations Education Leave**

- 7.10.1 The Employer shall grant leave on pay for Employees party to this Collective Agreement to attend courses authorised by NZNO to facilitate the Employee's education and training as Employee Representative in the workplace.
- 7.10.2 For the purposes of this clause, calculating the number of full-time equivalent eligible employees employed by an employer:
  - a. an eligible employee who normally works thirty (30) hours or more during a week is to be counted as one (1);
  - b. an eligible employee who normally works less than thirty (30) hours during a week is to be counted as one-half (0.5).
- 7.10.3 NZNO shall send a copy of the programme for the course and the name of Employees requesting leave to attend at least fourteen (14) consecutive days prior to the course commencing.
- 7.10.4 The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.
- 7.10.5 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 in the clauses above.

#### **7.11 Long Service Leave**

7.11.1 After the first five (5) years of continuous service which may be broken for up to three months, the Employee shall be entitled to a long service holiday of one (1) week. At the conclusion of a subsequent five (5) years of continuous service the Employee shall be entitled to a further one (1) week of long service leave. Following that the usual long service leave provision of two weeks long service leave after every 10 years of continuous service shall apply.

7.11.2 For Employees who have been employed prior to September 2015 the Employer will grandparent the existing scheme so those Employees will still receive their two week entitlement at 10 years of continuous service.

7.11.3 Each leave allocation is to be taken in a continuous period.

7.11.4 Long Service Leave may not be cashed up during employment, and must be used within twelve (12) months of allocation.

#### **7.12 Leave to Attend Meetings/Conferences and Seminars**

7.12.1 The Employer will grant paid leave (at ordinary rate) to Employees required to attend meetings to meet organisational and service requirements.

7.12.2 In all cases payment for travel and accommodation expenses is to be at the discretion and convenience of the Employer.

7.12.3 Employees are encouraged to apply for funding and approval to attend appropriate courses by completing the Staff Development and Training Fund Application form.

7.12.4 Equivalent time off to attend conferences/seminars outside normal hours may be granted in lieu by agreement between Employees and the Director of Nursing & Allied Health.

#### **7.13 Domestic Violence Leave**

7.13.1 On completion of six months' current continuous service the Employee will be entitled to up to ten (10) days domestic violence leave in accordance with the Domestic Violence Act 2019 and Holidays Act 2003, subject to eligibility under this Act.

#### **7.14 Other Leave**

7.14.1 The Employee must have approval for all leave before it commences.

7.14.2 The Employer will consider requests for other leave sympathetically. Other kinds of leave usually will be unpaid.

7.14.3 Further information about leave entitlements is available from the Department of Ministry of Business, Innovation and Employment or the union.

### **8 SHIFT ALLOWANCES**

8.1 Shifts worked at night (that is, between 8.00 pm and 7.00 am) between Monday and midnight Friday shall be paid at the normal hourly rate plus an additional 25%.

8.2 Shifts worked between midnight Friday and midnight Sunday shall be paid at the normal hourly rate plus an additional 50%.

8.3 No work will qualify for both shift allowance and overtime and no work will qualify for both shift allowance and public holiday rate.

## **9 ALLOWANCES**

### **9.1 On call**

- 9.1.1 On call is required to cover weekend and night shifts when only Registered Nurses are working. In the interests of healthy rostering practices, the parties agree that the allocation of on call time will be spread equally amongst all staff.
- 9.1.2 An Employee who is on call during normal off duty hours shall be paid an on call allowance of \$8.00 per hour except on Public Holidays when the rate shall be \$10.00. The on call allowance is payable for all hours the Employee is rostered on call including time covering an actual call out. Unless by mutual agreement or in emergencies no Employee shall be required to remain on call for more than 40% of the Employee's off-duty time in any three-weekly period.
- 9.1.3 Employees who are required to be on call and report on duty shall have access to a cell phone.

### **9.2 Call Backs**

- 9.2.1 Call backs occur when Employees:
- a. Are called back in to work after completing the day's work or duty, and having left the place of employment; or
  - b. Are called back in before the normal time of starting work and does not continue working until such normal starting time.
- 9.2.2 Call back is to be paid at the appropriate overtime rate (Clause 6) for a minimum of three (3) hours, or for the 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.

### **9.3 Higher Duties Allowance**

- 9.3.1 A higher duties allowance shall be paid to an Employee who, at the request of the Employer, is substantially performing the duties and carrying the responsibilities of a position or grade higher than the Employee's own.
- 9.3.2 Except as provided under clause 9.3.3, the higher duties allowance payable shall be \$3.00 per hour for the hours of the qualifying shift.
- 9.3.3 Where an Employee performs the duties of the higher position for more than five (5) 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.

### **9.4 Refund of Annual Practising Certificate**

- 9.4.1 Where an Employee is required by law to hold an Annual Practising Certificate, the cost of the certificate shall be refunded to the Employee provided that:
- a. It must be a statutory requirement that a current certificate be held for the performance of duties.
  - b. The Employee must be engaged in duties for which the holding of the certificate is a requirement.
  - c. The Employee must be a member of the particular occupational class to whom the requirement applies.

### **9.5 Refund of Flu & Hepatitis B Vaccine**

- 9.5.1 Where the Employee chooses to have a flu and/or a Hepatitis B vaccination, the Employee is to arrange this through their own general practitioner and the cost of the vaccination(s) shall be refunded to the Employee.

### **9.6 Travelling on Employer Business/Sole Patient Escort**



- 9.6.1 Where the Employee is required to travel on Employer business, all time spent travelling for the sole purpose of going to and from a place away from the Employee's normal place of work shall be paid at the agreed hourly rate. Where the Employee is required to stay away overnight an overnight allowance of \$50 per each twenty-four (24) hour period or part thereof shall be paid.
- 9.6.2 *Sole Patient Escort*: where the Employee is required to escort a patient to a location outside Dunedin, they shall be paid at the normal hourly rate plus an additional 50% from the commencement of the escort and until the Employee returns to Dunedin for the end of the shift.
- 9.6.3 Equivalent time off for work performed outside normal hours may be granted in lieu of overtime by agreement between the Employee and the Director of Nursing and Allied Health.

## 10 REMUNERATION

### 10.1 Grades

- 10.1.1 All nursing and mental health positions are graded, with a range of steps within each position. With the exception of Senior Nurses, Employees shall progress automatically to the next highest grade applicable to their training and experience on the anniversary of their employment. The scales below take effect from 1<sup>st</sup> October 2021.
- 10.1.2 Progression to the Senior Nurse scale, and to steps within the Senior Nurse scale, shall be determined by the Director of Nursing and Allied Health, based on the agreed process (as outlined in Appendix 2), having regard to the Employee's experience and qualities.

a. Registered Nurses:

Step	1 October 2021 Annual
RN 1	\$59,834
RN 2	\$64,291
RN 3	\$67,938
RN 4	\$71,452
RN 5	\$78,745
RN 6	\$80,932
RN 7	\$83,186

b. Designated Senior Nurses:

Step	1 October 2021 Annual
SN2	85,560
	87,122
	91,175
SN3	92,687
	96,030
	102,178
SN4	97,699
	101,041
	107,341
SN5	102,710
	106,056
	112,503

SN6	106,056
	109,396
	115,946
SN7	109,396
	112,738
	118,189
SN8	114,916
	120,826
	126,738
	136,453

10.1.3 The rate and the scale applying to the position shall be as per the table above or as included in each individual's terms of employment. The agreed remuneration shall be paid fortnightly by direct credit into bank accounts nominated by the Employee.

10.1.4 The Employer shall not make deductions from the Employee's remuneration except:

- a. as authorised by statute, or
- b. as authorised in writing by the Employee, or
- c. for absence due to sickness, accident or default
- d. deductions authorised by this Agreement.

10.1.5 The minimum hourly rates of remuneration shall not be below the ordinary rate of pay to the Employee as at the date of this Agreement.

10.1.6 The Employee will be paid on the appropriate incremental step as per experience and/or qualifications.

## 10.2 Part Time Clinical Staff

10.2.1 All part time clinical staff shall be paid pro rata the appropriate full time rate.

## 10.3 Casual Clinical Staff

10.3.1 Casual clinical staff shall be paid at the usual rate of pay for the position, including any penal or overtime rates plus 8% holiday pay.

## 10.4 Superannuation

10.4.1 The Employee has the option of joining KiwiSaver, and as a new employee will be automatically enrolled into KiwiSaver. KiwiSaver is a voluntary, work-based savings initiative to help New Zealanders with their long term saving for retirement. More information about KiwiSaver, including what employers and employees need to start a savings scheme, is available from <http://www.kiwisaver.govt.nz>. Should you decide to join KiwiSaver, Ashburn Clinic will contribute 3% of your salary to your approved KiwiSaver scheme in addition to your normal wages. If you elect to contribute 4%, Ashburn Clinic will match up to 4%.

## 11 HEALTH AND SAFETY

11.1 The Employer and the Employee will endeavour to meet the obligations of the Health and Safety at Work Act 2015 and all other health and safety legislation/regulations.

11.2 The Employer will take all reasonably practicable steps to provide the Employee with a healthy and safe working environment.

11.3 The Employee must notify the Employer of any hazard/risk that the Employee becomes aware of at the place of work as soon as practicable on the day on which the hazard/risk is identified.

11.4 The Employee will report work-related accidents or incidents or injuries to the Employer as soon as practicable and on the day of occurrence. Late reports without good cause may lead the Employer to decline acceptance of the event as a work-related accident.

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- 11.5 The Employee shall notify the Employer if the Employee is making a claim for a work-related accident under any relevant accident legislation. The Employee shall provide the Employer with a copy of the claim together with documents submitted in support of the claim, including doctor's certificates.
- 11.6 If the Employee is absent from work due to a work-related accident, the Employer may require the Employee to return to work to undertake such alternative duties as may be available which are within the ability and capacity of the Employee.

## **12 SEXUAL HARRASSMENT**

- 12.1 Sexual harassment occurs:
- a. when favours are promised or harm threatened in exchange for sex, sexual contact or sexual activity; or
  - b. through use of language, pictures or behaviour that is unwelcome or offensive to the Employee and affects the work of the Employee or other Employees.
- 12.2 If the Employee believes they have been subjected to sexual harassment the Employee is encouraged to talk to the Employer in strict confidence for advice on the Employee's rights and options. Other and further options for the Employee might be to talk to or write to the alleged offender with or without help, or make a formal complaint to the Employer. Sexual harassment may also be grounds for a personal grievance.
- 12.3 If a complaint is made appropriate disciplinary action will be taken against an Employee if the investigation shows that the complaint is justified. Such action may include dismissal.

## **13 TERMS OF EMPLOYMENT**

- 13.1 Salaried Employees shall give or shall receive one month's notice of termination. Other Employees shall give or shall receive two weeks' notice of termination. Employees who fail to give the required notice in terminating their employment shall forfeit up to one month's pay at the Employer's discretion.
- 13.2 The Employee shall undertake the lawful duties directed by the Employer and agrees to abide by Ashburn Clinic's Policies and Procedures Manual.
- 13.3 An Employee unable to be contacted by the Employer absent for more than three days without notification or good cause shall be deemed to have abandoned and terminated their employment.
- 13.4 The Employer shall have the right to deduct money owing to the Employer at termination from pay owing to the Employee.
- 13.5 The Employer shall have the right to summarily dismiss the Employee for instances of serious misconduct.
- 13.6 The Employee agrees to transfer to other positions to meet the hospital's operating needs provided remuneration is not reduced.

## **14 RESOLUTION OF EMPLOYMENT DISPUTES**

This clause sets out how employment relationship problems are to be resolved.

### **14.1 Definitions**

- 14.1.1 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
  - d. but does not include any problem with the determination of new terms and conditions of employment.

14.1.2 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 sexually harassed in his/her employment; or
- d. has been racially harassed in his/her employment; or
- e. has been subjected to duress in relation to membership or non-membership of a union.

14.1.3 A "dispute" is a disagreement over the interpretation, application or operation of an employment agreement.

14.1.4 If the Employee wishes to raise a personal grievance the Employee must raise the grievance with the Employer within ninety (90) days of the date of the action alleged to amount to a personal grievance occurring or coming to the notice of the Employee, whichever is the later.

#### 14.2 Raising Employment Relationship Problems

14.2.1 Any employment relationship problem should in the first instance be raised by the Employer with the Employee or the Employee with the Employer as soon as possible.

14.2.2 The Employee and/or Employer are entitled to seek advice and assistance from their union representative or other chosen representative in raising and/or discussing the problem.

14.2.3 If the Employee wishes to raise the employment relationship problem with the Employer in writing or the matter is not resolved when the Employee raises the problem with the Employer, the Employee should submit to the Employer written notice of the personal grievance, dispute or problem covering the following points:

- a. details of his/her grievance, dispute or problem; and
- b. why he/she feels aggrieved
- c. what solution he/she seeks to resolve the grievance dispute or problem.

14.2.4 The Employee and the Employer shall meet to discuss and attempt in good faith to resolve the employment relationship problem.

#### 14.3 Mediation

14.3.1 Where the employment relationship problem is not resolved by the parties in discussions, the Employer or the Employee may, without undue delay, seek the assistance of the mediation service division of the Department of Labour.

14.3.2 Both parties must co-operate in good faith with the mediation service in a further effort to resolve the problem.

14.3.3 The Employee and Employer acknowledge that the service provided by the mediation service is confidential and if it does not resolve the problem is without prejudice to the parties' positions.

14.3.4 Any settlement of the problem agreed to by the parties and signed by the mediator will be final and binding.

#### **14.4 Employment Relations Authority**

14.4.1 If the problem is not resolved by mediation, either party may refer the problem to the Employment Relations Authority for investigation and determination.

#### **14.5 Employment Court**

14.5.1 If either party is dissatisfied with the determination of the Employment Relations Authority it may apply to have the matter heard by the Employment Court.

#### **14.6 Employee Organisation Fees**

The Employer shall, upon the written request of the Employee, deduct Employee organisation fees from wages and remit them at monthly intervals.

#### **14.7 Employee Representative**

The Employer agrees to recognise Employees elected by their fellow employees to represent their interests on the job.

### **15 NOTICE PERIOD**

15.1 The Employee/Employer 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.

15.2 Employment may be terminated on one (1) months' notice or payment in lieu in the following circumstances:

15.2.1 The Employee becomes physically or mentally unable to perform his/her duties.

15.2.2 The Employee is convicted of an offence which impacts on the performance of the Employee's duties.

15.2.3 The Employee is found to be grossly incompetent or fails to complete duties to the required standard.

15.2.4 The Employee acts in a manner which the Employer considers to be materially prejudicial to the Employer's business or the reputation of that business or the welfare of interests of the staff or patients.

15.3 On receiving or giving notice of termination the Employer may, at its sole discretion, elect to pay salary in lieu or notice for all or any remaining part of the notice period.

15.4 Nothing in this Agreement will prevent the Employer from terminating the Employee's employment during the term of the Agreement without notice if:

15.4.1 The Employer considers that the Employee is guilty of serious misconduct which justifies summary dismissal;

15.4.2 The Employer considers that the Employee has been in breach of established policies of authorities and, in particular, a serious breach of the requirements set out in this Agreement;

15.4.3 The Employee is convicted of a criminal offence other than an offence which in the reasonable opinion of the Employer does not affect the Employee's position with the Employer;

15.4.4 The Employee refuses or neglects to comply with any lawful and reasonable direction given by the Employer or any other person duly authorised by the Employer relating to any normal business activity;

15.4.5 If the Employer considers the Employee has committed an act of serious misconduct which warrants further investigation it shall be entitled to suspend the Employee on full pay while an investigation into the matter is carried out. The Employee is entitled to give their opinion on a proposed suspension before a decision is made by the Employer.

## 16 ABANDONMENT OF EMPLOYMENT

- 16.1 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 day period of un-notified absence.

## 17 REDUNDANCY

- 17.1 For the purpose of this contract "redundancy" is defined as a situation where an Employee's employment is terminated wholly or mainly because that Employee's position has or will become superfluous to the needs of the hospital.
- 17.2 The Employment Relations Amendment Act (No 2) 2004 requires employers to provide employment protection for employees affected by a proposal to sell, transfer or contract out all or any part of their business operations to a new employer. The Employer will endeavour to negotiate continued employment for staff affected by the proposal on the terms and conditions of this agreement with the new employer.
- 17.3 The Employer shall consult with the union and any Employee affected by the proposal, providing sufficient information to allow meaningful consultation. The Employee's suggestions or alternatives shall be considered before the Employer asks the Employee to choose whether to transfer or accept any alternative offer.
- 17.4 In the event of any redundancy situation arising a minimum of one (1) months' notice of the actual date of termination of employment shall be given by the Employer. The Employer may elect not to require the Employee to work out the notice.
- 17.5 The following Employees shall not be entitled to redundancy compensation:
- Any Employee who has not been continuously employed since before 1 June 1995.
  - Any Employee who is retiring rather than actively seeking new employment.
  - An Employee who has been offered an alternative position with the Employer on substantially the same terms and conditions of employment with recognition of continuity of service and leave entitlements.
  - Where the Employer sells, transfers, or leases the hospital or that part of it in which the Employee works.
  - Any Employee who is offered employment with a new Employer in the hospital on substantially the same terms and conditions of employment with recognition of continuity of service and leave entitlements.
  - Any casual Employee.
  - Any fixed term Employee on the expiry of their fixed term contract.
- 17.6 Where the Employer or the new Employer in terms of clause 17.5 (c) or (d) above offers an employee an alternative position which is not on substantially the same terms and conditions of employment but on terms and conditions less favourable to the Employee, and the Employee accepts the alternative position, then the Employee shall be entitled to partial redundancy compensation. This shall be a part of the compensation the Employee would otherwise have received under clause 17.7 below, in the same proportion to full redundancy compensation as any reduction in the Employee's normal weekly pay for the new position is to the Employee's normal weekly pay in the old position.
- 17.7 Subject to the other sub-clauses above, a redundant Employee shall be entitled to the payment of redundancy compensation of a sum equivalent to:
- Four weeks' ordinary pay for the first completed year of service; and
  - Two weeks' ordinary pay for each subsequent completed year of continuous service up

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*WY*

to a maximum of nineteen (19) years;  
where "ordinary pay" is defined as the pay at the ordinary time rate for the usual weekly hours of work of the employee.

## 18 PROFESSIONAL DEVELOPMENT

- 18.1 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.
- 18.2 The Employer shall grant professional development leave of up to thirty-two (32) hours per calendar year for full time employment.
- 18.3 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.
- 18.4 Professional development leave will be granted at T1 rate and shall not accumulate from one year to the next.
- 18.5 Any claim for expenses must be approved in advance and will be considered on a case by case basis.
- 18.6 New Graduate study days are in addition to those stated above.
- 18.7 Staff working on preparing a portfolio, obtaining or maintaining skill levels associated with the Professional Development and Recognition Programme, are entitled to additional leave in order to undertake research or study associated with meeting the PRDP requirements as follows:

### Level

Proficient	1 eight hour day p.a.
Expert/Accomplished	2 eight hour days p.a.

- 18.8 It is acknowledged that designated senior nurses may require additional paid opportunities for development.

## 19 SUPERVISION

- 19.1 Ashburn Clinic provides the following formal structures for supervision/training:
- Nursing supervision – usually once a month on a Monday, but on occasions twice a month. Open to all nursing and allied health staff members. Currently facilitated internally, but looking at the option of using an external facilitator.
  - Nursing inservice – once a month on a Monday. Open to all nursing and allied health staff members.
  - Individual Supervision – this is viewed as a normal part of professional development for clinical staff. Each Employee and the Director of Nursing and Allied Health will mutually agree at least once per year on the frequency of supervision and who will provide the supervision. Either party can initiate a review of the supervision arrangement at any time.
- 19.2 In addition to the above formal structures, the following informal structures are available in the therapeutic community setting:
- Unit-based clinical meetings – daily.
  - Clinical review – once a month on a Monday. Open to all medical, therapy, nursing and allied health staff members.
  - Unit-based clinical reviews – periodically. Open to all medical, therapy, nursing and allied health staff members attached to the unit.

## 20 ASHBURN CLINIC EMPLOYEE HANDBOOK

- 20.1 All Employees agree to abide by the terms and conditions set down out in the Ashburn Clinic Employee Handbook for the term of this Agreement.
- 20.2 If clauses of this Agreement conflict with portions of the Ashburn Clinic Employee Handbook, the clauses in this Agreement have precedence. That is, the Agreement clause overrides the Handbook clause.

## 21 CONFIDENTIALITY

- 21.1 Employees must keep confidential all information about patients. This applies to any information they may see or hear from patients themselves, or from others, about past, present or potential patients of Ashburn Clinic. The rules regarding privacy are set down in the Ashburn Clinic Employee Handbook, the Privacy Act 1993 and the Health Information Privacy Code 1994.
- 21.2 The Employer shall indemnify the Employee against any liabilities of the Employee to any third party arising out of the performance of the Employee of their obligations under this contract, including their obedience to instructions, but not including any liabilities arising out of any action or failure by any Employee which is a breach of this Agreement.
- 21.3 Any Employee may be required by the Employer to indemnify the Employer against all losses (including costs or liabilities) suffered by the Employer which are a direct or indirect consequence of a breach of Agreement by that Employee.

## 22 CONSULTATION AND MANAGEMENT OF CHANGE

- 22.1 Consultation between the Employer, its Employees and the union is essential on substantive matters of mutual concern and interest. Effective communication between the parties will allow for:
- Improved decision-making
  - Greater co-operation between Employer and Employees; and
  - A more harmonious, effective, efficient, safe and productive workplace.
- 22.2 The Employer recognises the role of the Employee's staff delegate and the NZNO in assisting in the positive management of change.
- 22.3 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.
- 22.4 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.
- 22.5 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.
- 22.6 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.
- 22.7 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.
- 22.8 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.



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

22.10 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.

22.11 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 with options that include 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 submissions 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 submissions have 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.



Signed for Ashburn Clinic by its duly authorised representative:

Signature:

[Handwritten Signature]

Date:

29 November 2021.



Signed for NZNO as its duly authorised representative of the employees on its own behalf:

Signature:

[Handwritten Signature: Maryn Chalk]

Date:

29 November 2021

