

Collective Agreement

Negotiated between:

Auckland Clinical Studies Limited

and

NZ Nurses Organisation (NZNO)

Term:

1 August 2019 to 31 July 2020

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1. Parties

The parties to this agreement are:

(The “Employer” or “Auckland Clinical Studies Limited”)

AND:

The New Zealand Nurses Organisation (NZNO)

(The “NZNO”)

2. Coverage/Application/Definitions

2.1. This agreement shall cover those Employees of the Employer who are or become members of the NZNO and who work in the positions of:

- (i) Research Nurse- **Entry Level**
- (ii) Research Nurse- **Experienced**
- (iii) Nursing Assistant-**Entry Level**
- (iv) Nursing Assistant-**Experienced**
- (v) Nursing Assistant Team Leader
- (vi) Nurse Team Leader

The roles and responsibilities of the above positions are outlined in their relevant job descriptions.

2.2. This agreement may be extended to other occupational roles as agreed between the parties.

2.3. **Impact on Individual Employment Agreements:** Where an employee on an individual employment agreement elects to be bound by this collective agreement, their previous terms and conditions of employment shall no longer apply unless otherwise agreed between that employee and the employer.

2.4. **Savings:** Nothing in this CA shall operate as to reduce the ordinary (T1) hourly rate applying to any employee at the date of this CA coming into force unless specifically agreed between the parties during the negotiations.

2.5. All new employees employed after the date of signing of this Agreement, whose work comes within the coverage clause, will for the first 30 days of their employment, be employed on terms and

conditions in this Agreement and any other terms where authorised by the Employment Relations Act, which are not inconsistent with this Agreement. Where the new employee is not a member of the NZNO, the employer will inform the employee that:

- this agreement exists and covers their work;
- they may join the NZNO;
- how to contact the NZNO;
- if the employee joins the NZNO, the employee will be bound by this collective agreement;

The employer will give the employee a copy of this collective agreement.

If an employee is not a member of the NZNO, within 10 days after the employee commences employment with the employer the employer must give the employee a form along with any other specified information provided by the NZNO about the role and function of the NZNO if requested by that NZNO.

Unless the employee objects to the provision of their personal information to the NZNO, the employer will provide the name, email address, mobile number and the approved form of the employee to NZNO.

2.6. All new employees will be given a letter of offer of employment, setting out hours of employment, and pay rates.

2.7. Probationary Period

2.7.1. The first 12 weeks of employment of any new employee not previously employed by the employer will be a probationary period during which the employee competency, behavior and conduct will be appraised and monitored. The probationary period will commence on the day the employee starts work. The Employer may, at its sole discretion, extend the probationary period for a further set period(s) to provide further opportunity to address shortcomings and/or to meet the standards required.

2.7.2. If warranted during the period(s), notwithstanding the employer's house rules/disciplinary procedures, the Employee will be given one written warning. Failure to remedy the issues raised in the warning or the occurrence of other competency, behavior or conduct shortcomings may result in dismissal with two weeks' notice (or payment in lieu thereof) during or at the end of the probationary period.

2.7.3. Nothing in this clause shall prevent your summary dismissal for serious misconduct.

2.7.4. During the probationary period the Employee may terminate this agreement by giving two weeks' notice.

3. Term

3.1. The new agreement shall take effect from 1 August 2019 and expire on 31 July 2020.

4. Variation

Any variation to this CA shall be mutually agreed between both parties and such variation shall be in writing and signed by both the parties.

All parties shall be informed of and provided with relevant information about any proposed variation.

The process for variation to the CA involves the party seeking the variation putting forward the proposed variation, along with supporting information describing the reason for seeking the variation and any potential impact.

5. Definitions

“Casual Employees” are those employees who are employed on an hourly basis and paid for at the hours so worked. Casual employees shall be engaged on the basis that each period of engagement is a separate agreement of employment. Casual workers may decline to work a shift that they are offered. Once a casual employee accepts a shift, they are bound by that agreement.

Casual employees cannot be used to replace genuine permanent or temporary situations except to meet business requirements when no other alternative is available.

“Full Time Employees” are those employees whose ordinary hours of work shall be 40 hours per week. or 80 hours per fortnight

“A Fixed-term employee” is an employee who is engaged for a finite period or a specified project situation or for example to replace an employee on parental leave at which point the employment ends (as defined in s 66 of the Employment Relations Act 2000).

“Part Time Employees” work less than 40 hours per week or 80 hours per fortnight.

“Duty/shift” means a single, continuous period of work required to be given by an employee, excluding overtime, on-call and call-back. A duty shall be defined by a starting and finishing time. Duties shall be morning (AM), afternoon (PM) duties or night duties. When a major part of a duty falls on a particular day the whole duty shall be regarded as being worked on that day.

“A Nursing Assistant Team Leader” is an employee who has been appointed to provide direct clinical and administrative oversight for a team of nursing assistants. They are responsible for training, mentoring, performance reviews and competency assessment of team members.

“A Nurse Team Leader” is an employee who has been appointed to provide direct clinical and administrative oversight for a team of registered nurses. They train, mentor, performance review and competency assess team members and the wider nursing team. They regularly act as shift supervisor and leader of nurse team on PK days.

6. Hours of Work

- 6.1. The employer shall take all practical steps to prevent harm occurring to employees from the way work is organised. In designing and implementing shift rosters, the employer shall ensure the disruption and fatigue associated with shift work are minimised.
- 6.2. The employee shall also use their best judgement when accepting shift work and ensure they meet their obligations regarding their wellbeing and Health & Safety as well as the Health & Safety of their colleagues and patients.
- 6.3. The employer will endeavour to ensure safe staffing levels and appropriate skill mix in work areas. There shall be a programme of regular monitoring of staffing levels and skill mix. Any identified staffing deficiencies shall be addressed.
- 6.4. The ordinary working hours of an employee employed full-time shall be 40 hours per week or 80 per fortnight.
- 6.5. ACS employees shall be given preference in rostering over the use of agency or bureau staff as long as the requirements of the clinical study are not compromised.
- 6.6. Usual shift times are as follows:
 - 0700hrs—1500hrs (Day shift- 8 hours)
 - 1430hrs—2230hrs (PM/ afternoon shift - 8 hours)
 - 2200hrs—0730hrs (Night shift - 9.5 hrs)
- 6.7. Alternative shift times may be arranged by mutual agreement between the employer and the employee; these may be offered to employees and will usually range from 4 hours to 12 hours. As per clauses 6.1, 6.2 and 6.3, the employer shall take all practical steps to ensure safe rostering and the employee shall use their best judgement when accepting shift work to prevent risking their and others health & safety and wellbeing.
- 6.8. The nursing hours and shifts allotted to all employees will be by mutual agreement between the employer and the employee. Where practicable, individual preferences and circumstances will be incorporated in the allotment of shifts. In accordance with clinical trial requirements the nursing shifts allotted to an employee will be spread throughout the 24 hours period, Monday to Sunday. Except in exceptional circumstances, rosters will be notified at least 14 days prior to the commencement of the

roster. Shifts will be confirmed by email and where possible will show duties for a minimum of one week.

6.9. Shift cancellation:

- 6.9.1. If a shift has been accepted by a casual or a permanent employee the employer may cancel that shift under the following circumstances:
- 6.9.2. The employer will endeavour to provide at least 24 hours' notice of a shift cancellation but no less than 4 in extenuating circumstances.
- 6.9.3. If the employer provided less than 24 hours' notice then they will be compensated with 2 hours basic rate of pay. If more than 24 hours' notice they will be paid compensated with 1 hour basic rate of pay.
- 6.9.4. An employee whose shift has been cancelled will be prioritised for a similar shift in the next roster cycle. A permanent employee whose shift has been cancelled will be provided hours to meet contractual obligations.
- 6.9.5. Notice of cancellation shall be effected using the standard method of communication the employer has used to contact the employee previously.
- 6.9.6. Shifts may only be cancelled when there are significant changes in the expected patient load or operational requirements.
- 6.10. Except by mutual agreement, no employee shall work more than 7 days in a row. This does not include days attending training or professional development.
- 6.11. A minimum break of 9 hours shall be allowed between rostered shifts unless mutually agreed between the employer and the employee.
- 6.12. Employees may exchange shifts or duties by mutual agreement and with the prior approval of the Charge Nurse.
- 6.13. Duties, once commenced, shall be continuous, except for meal breaks and rest periods.
- 6.14. Where the employer requires employees to attend classes of instruction or examinations as part of their education the time so occupied shall be deemed to form part of their hours of work.
- 6.15. Agreed hours of work between an individual and the employer and any agreed variation between the employer and the individual, which shall be not inconsistent with the collective agreement, shall be recorded in writing and signed by the employer and the employee.
- 6.16. Where additional work becomes available this shall be offered to existing employees before new staff are employed.
- 6.17. No fixed term or permanent employees will be employed on zero hours.

7. Meal Breaks and Rest Periods

- 7.1 Reasonable meal and rest breaks shall be agreed upon and provided in accordance with the Employment Relations Act 2000 and any subsequent amendments, having regard for the duration of work each day and the need to maintain normal services.
- 7.2 Except when required for urgent or emergency work, unit staff are encouraged to take a meal break of not less than half an hour after 5 hours of continuous work within an up to 10-hour work period.
- 7.3 In addition, rest breaks of 15 minutes each for morning tea, afternoon tea, or supper, and the equivalent breaks for night duty are encouraged.
- 7.4 Due to occasional constraints imposed by workload or minimum staffing levels, both 15 minute and 30-minute breaks taken by unit staff will be treated as paid work. For example, a unit staff member working an 8-hour shift will be paid 8.5hrs, or 12.5hrs for a 12hr shift. regardless of whether breaks are taken or not.
- 7.5 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar will be provided by the employer.
- 7.6 The Employer will provide appropriate facilities for taking meal and rest breaks.

8. Salaries

8.1. 2019-2020 scale

Wage Scale	Wage Steps	New Rates		Uplift
Registered Nurse	Entry level	\$ 34.49	T1	
		\$ 43.10	T2	25%
		\$ 51.73	T3	50%
		\$ 51.73	PH T1.5	
	Experienced	\$ 36.61	T1	
		\$ 45.76	T2	25%
		\$ 54.91	T3	50%
		\$ 54.91	PH T1.5	
Nursing Team Leader	N/A	\$ 38.37	T1	
		\$ 47.90	T2	25%
		\$ 57.53	T3	50%
		\$ 57.53	PH T1.5	
Nursing Assistant	Entry Level	\$ 20.16	T1	
		\$ 25.21	T2	25%
		\$ 30.25	T3	50%
		\$ 30.25	PH T1.5	
	Experienced	\$ 22.28	T1	
		\$ 27.86	T2	25%
		\$ 33.43	T3	50%
		\$ 33.43	PH T1.5	
Nursing Assistant Team Leader	N/A	\$ 23.88	T1	
		\$ 29.81	T2	25%
		\$ 35.80	T3	50%
		\$ 35.80	PH T1.5	

8.2. Appointment

On appointment the employer shall place the employee on the appropriate step of the pay scale, taking into account their relevant experience.

8.3. Progression

Movement through the salary scales shall be by annual review (clause 8.2), a re-classification shall be subject to satisfactory performance and after having completed the hours as noted below.

- A Research Nurse – Entry Level may progress to Experienced after completion of 1,100 hours of work at ACS as a Research Nurse – Entry Level.
- A Nursing Assistant – Entry Level may progress to Experienced after completion of 1,100 hours of work at ACS as a Nursing Assistant – Entry Level.

8.4. Annual performance review

8.4.1. The employer shall conduct performance reviews. The performance review shall include but will not necessarily be limited to reviewing achievement of the position's key performance indicators, communication, and co-operation with managers, colleagues and clients. The performance reviews will take place annually or as required by the employer. Any such reviews are made at the employer's discretion. A performance review will not necessarily result in a review of levels of remuneration. If the employer is unhappy with the outcome of the performance review, they may request a review by the managing director.

9. Allowances

9.1. Penal Rates

9.1.1. (Weekend rate applies to ordinary time (other than overtime) worked after midnight Friday/Saturday until midnight Sunday/Monday shall be paid at time one half (T0.5) in addition to the ordinary hourly rate of pay.

9.1.2. Public Holiday rate – applies to those hours which are worked on the public holiday. This shall be paid at time and one half.

9.1.3. Night rate – applies to ordinary hours of duty (other than overtime) that fall between 2000hrs, Sunday to Thursday, and until 0700hrs, Monday to Friday, and shall be paid at time and one quarter (T0.25) in addition to the ordinary hourly rate of pay.

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

9.2. Call in Allowance

- 9.2.1. Where the charge nurse offers an employee additional work within 48 hours of the beginning of the shift then the employee will be paid for their shift plus 10% call in allowance.
- 9.2.2. Where the charge nurse offers an employee additional work within 12 hours of the beginning of the shift then the employee will be paid for their shift plus 20% call in allowance.

10. Overtime

- 10.1. Overtime work will be paid at T3 for all hours worked in excess of 8 hours per day or the rostered shift whichever is greater.
- 10.2. Any overtime work must be approved in advance by the Charge Nurse or their designee.
- 10.3. These extra hours must be documented on time sheets and will be paid in the following pay period.

11. Professional Development

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

- 11.1. The employer will provide opportunities for up to professional development, the hours allocated shall be:
 - 11.1.1. 20 hours per year if more than 1000 hours are worked per year
 - 11.1.2. 10 hours per year for staff who work up to 1000 hours per year
 - 11.1.3. In house and online courses will be available to all staff. Leave will be granted for other relevant training, subject to the approval of the employer. Such approval will not be unreasonably withheld.
- 11.2. Paid leave to meet organisational and service requirements shall be granted in addition to the above provisions.

12. Reimbursing Payments

- 12.1. Where a nurse is required by law to hold an annual practising certificate, the cost of the certificate shall be reimbursed by the employer provided that:
 - 12.1.1. It must be a statutory requirement that a current certificate be held for the performance of duties.

- 12.1.2. The employee must be engaged in duties for which the holding of a certificate is a requirement.
- 12.1.3. Any payment will be offset to the extent that the employee has received a reimbursement from another employer.
- 12.1.4. The employee will have worked in excess of 500 hours during the previous 12 months. If 1500 or more hours have been worked, ACS will reimburse 100% of the cost of the certificate. If more than 1000 hours but less than 1500 hours have been worked in the previous 12 months, ACS will reimburse 50% of the cost of the certificate. If more than 500 but less than 1000 hours have been worked in the previous 12 months, ACS will reimburse 25% of the cost of the certificate.

12.2. Travelling Expenses and Incidentals

- 12.2.1. When travelling on employer business, the employee will be reimbursed for costs on an actual and reasonable basis on presentation of receipts.

13. Annual Leave

- 13.1. Employees shall be entitled to 4 weeks annual leave, taken and paid in accordance with the Holidays Act 2003.
- 13.2. The Employer will be responsible for arranging cover for periods of leave granted.
- 13.3. If the employee is employed on a fixed-term agreement to work for less than 12 months; or works for the employer on a basis that is so intermittent or irregular that it is impracticable for the employer to provide the employee with 4 weeks' annual holidays; annual holiday pay is paid at a rate not less than 8% of the employee's gross earnings.
- 13.4. The employer and employee must give not less than 14 days' notice of the requirement/ request to take annual holidays.
- 13.5. The employer and employee agree that the employee shall be paid in the pay that relates to the period in which the holiday is taken.

14. Public Holidays

- 14.1. The following days shall be recognised and observed as public holidays on pay when such holidays fall on a day that would normally be a working day for an Employee.

They are:

New Year's Day
2 January
Waitangi Day
Good Friday
Easter Monday
ANZAC Day
Queen's Birthday
Labour Day
Christmas Day
Boxing Day
Auckland Anniversary Day

- 14.2. The Employer and the Employees agree that when one of the days nominated in clause 14.1 above falls on a day which would otherwise be a working day for the Employee and the Employee is rostered and works that day, the Employee shall be paid 1.5 times their relevant hourly rate for all hours so worked. The Employee shall be entitled to an alternative paid holiday.
- 14.3. If an Employee is rostered to work on a Public Holiday but requests Annual Leave on that Public Holiday, then it will be treated as a Public Holiday and will not be deducted from the Employee's Annual Leave balance. However, approval will be subject to usual leave application criteria.
- 14.4. Where a public holiday falls on a day that an Employee is not otherwise normally working and where the Employee is rostered and works that day, they shall receive 1.5 times their relevant hourly rate of pay for each hour worked. The Employee shall not however be entitled to an alternative paid holiday.
- 14.5. The alternative holiday shall be paid at the relevant daily pay and shall be taken on a day that is mutually agreed by the Employer and the Employee.
- 14.6. In the event of Waitangi Day, Anzac Day, Christmas Day or Boxing Day, New Year's Day or 2 January falling on either a Saturday or a Sunday those public holidays shall be treated as follows:
- 14.6.1. If the public holiday falls on a Saturday or a Sunday and one or both of those days would otherwise be a working day for the Employee, then the public holiday shall be observed and treated as falling on that day.
- 14.6.2. If the public holiday falls on a Sunday and the day would not otherwise have been a working day for the Employee the public holiday shall be observed and treated as falling on the following Monday.
- 14.6.3. If the public holiday falls on a Sunday and the day would not otherwise be a working day of the Employee the public holiday shall be observed and treated as falling on the following Tuesday.

15. Sick and Domestic Leave

- 15.1. The employer recognises entitlement to sick leave under the Holidays Act 2003. This includes an entitlement of 5 days' sick leave for each 12 month period, either:
- 15.1.1. after the employee has completed 6 months' current continuous employment with the employer; or
 - 15.1.2. if, in the case of an employee to whom subsection 15.1.1 does not apply, the employee has, over a period of 6 months, worked for the employer for—
 - (i) at least an average of 10 hours a week during that period; and
 - (ii) no less than 1 hour in every week during that period or no less than 40 hours in every month during that period.
- 15.2. This entitlement may be taken where:
- 15.2.1. The Employee is sick or injured or;
 - 15.2.2. The Employee's spouse is sick or injured; or
 - 15.2.3. A person who depends on the Employee for care is sick or injured.
- 15.3. This entitlement shall be subject to the following conditions:
- 15.3.1. Payment for a day of sick leave shall be calculated according to the relevant daily pay of the day(s) of absence.
 - 15.3.2. For any period of sickness lasting for three (3) consecutive days or more which gives rise to a claim for sick leave, the Employer may require the Employee to provide a medical certificate, verifying the illness claimed by the Employee.
 - 15.3.3. The Employee shall ensure notice is given to the Employer as soon as practicable on the first day of absence and each day of absence thereafter.
- 15.4. The terms expressed in this clause are intended to comply with the legal minimums and the Employer may at its discretion grant in excess of any of these terms.
- 15.5. Any unused sick leave may be carried over from one year to the next so as to accumulate up to a maximum of 20 days in any given year. Any entitlement remaining unused shall not be payable upon termination of employment.

16. Bereavement Leave

- 16.1. Each Employee shall be entitled to a minimum of three days bereavement leave, on pay and calculated at the relevant daily pay for each day taken as leave on the death of the Employee's Spouse, child, parent, brother or sister, mother-in-law or father-in-law, grandparent or grandchild
- 16.2. Any other case where the Employer considers that the Employee has suffered a bereavement, the Employer may grant an Employee one paid day of bereavement leave.
- 16.3. When an Employee has obligations because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent), the Employer may at its sole discretion allow an Employee additional paid bereavement leave.

17. Family Violence Leave

- 17.1 An employee may be affected by family violence. The employer recognises that there is an opportunity to provide support to employees that may help limit some of the harmful effects of family violence.
- 17.2 An employee experiencing family violence may access up to ten days special leave in any twelve-month period for reasons connected to that violence, such as to arrange alternative accommodation, attend medical or counselling sessions or to attend court.
- 17.3 Employees who have been affected by domestic violence can take paid domestic violence leave if: they have six months' current continuous employment with the same employer, or they have worked for the employer for six months for an average of 10 hours per week, and at least one hour in every week or 40 hours in every month.
- 17.4 Proof of the family violence may be required and can be in the form of an agreed document issued by police, a court, a medical practitioner, a domestic violence support service, a counselling professional or a lawyer.

18. Parental Leave

- 18.1. Parental leave shall be granted pursuant to the Parental Leave and Employment Protection Act 1987 and any subsequent amendments.

19. Jury Service/Witness Leave

- 19.1. Employees called on for jury service are required to serve. Where the need is urgent, the Employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.
- 19.2. A permanent employee called on for jury service may elect to take annual leave, leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during an employee's off duty hours, the employee may retain the juror's fees (and expenses paid).

- 19.3. Where leave on pay is granted, a certificate is to be given to the employee by the Employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of juror's fees and expenses paid. The employee is to pay the fees received to the employer but may retain expenses.
- 19.4. Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the employee is not required by the Court, the employee is to report back to work where this is reasonable and practicable.
- 19.5. Where an employee is required to be a witness in a matter arising out of his/her employment, he/she shall be granted paid leave at the salary rate consistent with their normal rostered duties. The employee is to pay any fee received to the Employer but may retain expenses.

20. Employment Relations Education Leave

- 20.1. The Employer shall grant leave on pay for Employees who are party to this collective agreement to attend courses authorised by NZNO to facilitate their education and training as employee representatives in the workplace.

<i>FTE eligible employees as at 1 March each year</i>	<i>Maximum number of days of EREL that may be allocated to NZNO</i>
1 – 5	3 days total
6 – 50	5 days total
51 – 280	1 day for every 8 FTE eligible employees or part of that number
281 or more	35 days plus 5 days for every 100 FTE eligible employees or part of that number that exceeds 280

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

- 20.1.1. An eligible employee who normally works 30 hours or more during a week is to be counted as one;
- 20.1.2. An eligible employee who normally works less than 30 hours during a week is to be counted as one-half.
- 20.2. The NZNO shall send a copy of the programme for the course and the name of Employees attending at least 14 consecutive days prior to the course commencing.
- 20.3. The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.

20.4. 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.

21. NZNO Meetings

21.1. NZNO members shall be entitled to up to a total of 4 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 NZNO providing the following conditions are fulfilled.

21.2. The NZNO shall give the employer at least 14 days' notice of the date and time of any NZNO 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 NZNO meeting, including, where appropriate, an arrangement for sufficient NZNO 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 NZNO member for a period greater than two hours in respect of any meeting.

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

Note: The provisions of these clauses (21.1-21.5) are inclusive of any entitlements provided by the Employment Relations Act 2000.

22. Abandonment of Employment

22.1. 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 reasonable efforts to contact the employee during the three days period of unnotified absence.

23. NZNO Right of Entry

23.1. The authorised NZNO representative shall be entitled at all reasonable times to be upon the premises for purposes related to the employment of its members and/or the NZNO's business, in accordance with Sections 20 and 21 of the Employment Relations Act 2000.

24. NZNO Delegate / Workplace Representative

- 24.1. The employer accepts that employee job delegates are the recognised channel of communication between the NZNO and the employer in the workplace.
 - 24.1.1. Accordingly paid time off (at ordinary time rates) shall be allowed for recognised employee delegates to attend meetings with management, consult with NZNO members, and other recognised employee job delegates and NZNO officials, to consult and discuss issues such as management of change, staff surplus, and representing employees.
 - 24.1.2. Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.
- 24.2. Where recognised workplace activities are required outside working hours, delegates shall be paid at ordinary rates or granted time in lieu on a time for time basis.

25. Co-operation, consultation and management of change

- 25.1. Auckland Clinical Studies will consult and engage with the NZNO and its employees in good faith where significant change and reorganisation is proposed.
- 25.2. Where the 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.
- 25.3. The consultation process shall be as follows:
 - 25.3.1. The initiative being consulted about should be presented by the Employer as a “proposal” or “proposed intention or plan” which has not yet been finalised.
 - 25.3.2. Sufficient information must be provided by the Employer to enable the party/parties consulted to develop an informed response.
 - 25.3.3. Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.
 - 25.3.4. Genuine consideration must be given by the Employer to the matters raised in the response.
 - 25.3.5. The final decision shall be the responsibility of the Employer.

26. Health and Safety

- 26.1. The employer recognises the importance of providing a safe workplace and engaging with its workers in relation to health and safety and protecting workers and others against harm to their health, safety and welfare. ACS will work constructively with the NZNO and its workers to promote a healthier and

safer working environment. The worker agrees to follow ACS' health and safety procedures, including but not restricted to improper use of fire safety equipment, following safe operating procedures, complying with the worker's responsibilities in the Health and Safety at Work Act 2015.

27. Uniforms

27.1. Where the employer requires an employee to wear a uniform, it shall be provided free of charge, but shall remain the property of the employer.

28. Termination of Employment

28.1. Notice Period

28.1.1. The employee/employer may terminate the employment agreement with four weeks written notice, unless otherwise negotiated with the employer. The notice period may be reduced by mutual agreement. Such agreement shall be recorded in writing and signed by the parties. The employer reserves the right to pay in-lieu of notice. The employer shall not be obliged to accept more than 4 weeks' notice.

28.1.2. Casual employees must work the remainder of their allocated shifts.

29. Sexual and racial harassment

29.1. Staff who experience repeated harassment, discrimination, bullying or undesirable behaviour are to report these incidents in the first instance to the Nurse Team Leader. If the matter is not resolved the nurse team leader or the person who has experienced the behaviour complained of will advise the charge nurse of the incident. Offensive and/or persistent non-compliant behaviour shall be dealt with under the ACS complaints policy.

30. Redundancy

30.1. For the purpose of this agreement, redundancy is defined as a condition in which the employer has staff surplus to requirements because of reorganisation or the closing down of all or part of the employer's operation.

30.2. In the event that the employer is considering a restructure they will, in the first instance, consult with NZNO. Prior to issuing notice of the restructure proposal to employees, the employer and NZNO will meet to discuss the reasons for redundancy including redundancy compensation and EAP support.

30.3. The employer shall provide four weeks written notice of an impending redundancy to the affected employees and shall endeavour to redeploy affected employees.

- 30.4. During the period of notice, the employee shall be entitled to reasonable time off to attend interviews, seek alternative employment and to undergo counselling, by agreement with the employer, without loss of pay.
- 30.5. The employee made redundant shall be provided with a Certificate of Service stating that employment was terminated as a result of redundancy.

31. Employee Protection Provision

- 31.1. Where the employer is contracting out, selling or transferring all or part of the business, including the part of the business where the employee is employed, the following provisions will apply:
 - 31.1.1. The employer shall endeavour to consult the employee about any proposal to sell all or part of the business or to contract out or transfer work before a final decision is made.
 - 31.1.2. If the employer decides to proceed with the proposed restructure, it will negotiate with the new contractor/service provider with a view to endeavouring to have the new employer offer the employee employment on the same or substantially similar terms and conditions including location, and recognising service as continuous. The employee will be advised of timeframes for such negotiation and/or for the acceptance of any offer of employment and/or of any application process, in a timely manner.
 - 31.1.3. The employee is entitled to choose whether or not to accept employment with the contractor/service provider. In the event that the contractor/service provider offers the employee employment in terms of 31.1.2 above, no redundancy situation will arise, and the employee will not be entitled to receive redundancy compensation or additional notice as specified in clause 30 above, whether or not the employee chooses to accept the offer of employment. The employee will be entitled to notice of termination with the employer as specified in this clause.
 - 31.1.4. In the event that the contractor/service provider is not prepared to offer the employee employment in terms of 31.1.2 above, the employee will be entitled to notice of termination as specified in clause 28 and will remain entitled to the provisions of clause 30.
- 31.2. The provisions contained in this clause shall not apply where the employer is in receivership or in liquidation.

32. Resolution of Employment Relations Problems

An "employment relationship problem" includes:

- (a) A personal grievance
- (b) A dispute

(c) Any other problem relating to or arising out of the employment relationship but does not include any problem with negotiating new terms and conditions of employment.

Where an Employment Relationship Problem arises, the parties will in the first instance seek to resolve it between the immediately affected parties. Further to this:

(a) The employee is entitled to seek representation at any stage during the process. Help with an employment relations problem is available from within the workplace (employee manager) or outside the workplace (Ministry of Business, Innovation and Employment (MBIE) 0800 800 863), or a NZNO, an advocate or a lawyer.

(b) If the matter is unresolved either party is entitled to seek mediation from the MBIE 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.)

A “personal grievance” means a claim that an employee:

- (a) has been unjustifiably dismissed; or
- (b) has had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the employer; or
- (c) has been discriminated against his/her employment; or
- (d) has been sexually harassed in his/her employment; or
- (e) has been racially harassed in his/her employment; or
- (f) has been subjected to duress in relation to NZNO membership.
- (g) Adverse conduct for prohibited health and safety reason
- (h) That the employee’s employer has failed to comply with a requirement of Part 6A; or
- (i) That the employee has been disadvantaged by the employee’s employment agreement not being in accordance with section 67C, 67D, 67G, or 67H; or That the employee’s employer has contravened section 67F or 67G(4).

Where an Employment Relationship Problem arises the parties will in the first instance seek to resolve it between the immediately affected parties. Further to this:

(a) The employee is entitled to seek representation at any stage during the process. Help with an employment relations problem is available from within the workplace (employee manager) or outside the workplace (Ministry of Business, Innovation and Employment 0800 800 863), or a NZNO, an advocate or a lawyer.

(b) If the matter is unresolved either party is entitled to seek mediation from the Labour Department 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.)

(c) 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.

(d) Where any matter comes before the Authority for determination, the Authority must direct the matter to mediation in the first instance. Where mediation has failed or been deemed inappropriate in the circumstances, the Authority will then have the power to investigate the matter.

(e) 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.

33. No Pass On Provision

33.1. 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.

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

Signatories

The Employer,	NZNO,
Name: <u>[Signature]</u> (Christina Schabert)	Name: <u>[Signature]</u> Carol Brown
Position: <u>Director</u>	Position: <u>Advocate</u>
Date: <u>25 September 2019</u>	Date: <u>26 September 2019</u>