

**BIDWILL TRUST HOSPITAL  
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**COLLECTIVE AGREEMENT**

**1 March 2023**

**to**

**31 May 2024**

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**BIDWILL TRUST HOSPITAL**  
**COLLECTIVE EMPLOYMENT AGREEMENT**

**INTRODUCTION**

This Agreement is made pursuant to the Employment Relations Act 2000 and the Employment Relations Act Amendments 2004 and is subject to the Act and any amendments to it.

This Agreement sets out the rights and obligations of the parties to the intent that they will be followed fairly and in good faith.

**The dates Relevant to this Agreement are:**

This Agreement shall expire on the **31<sup>st</sup> day of May 2024**.

**Schedules:**

The parties to the Agreement agree that the schedules appended to this Agreement may be changed more often than the body of the Agreement.

The House Rules do not form part of this Agreement, but the House Rules may be used for clarification or determination of this Agreement. However, this Agreement shall prevail if in conflict with the House Rules.

**1. PARTIES:**

This Agreement is made between Bidwill Trust Hospital (the employer)

**AND**

The NZ Nurses Organisation *and* E tū (the Unions)

**New Employees:**

*New Employees engaged in work described in clause 2.1 will be offered the terms and conditions of this collective agreement for the first 30 days of their employment.*

**Pass On**

Any employee who is not a member of the signatory unions to this agreement is not eligible to receive an automatic passing on of the benefits of increased wages, allowances and conditions until a period of six (6) months after the commencement date of this agreement.

This shall not prohibit any new employee negotiating an employment contract with the employer. Notwithstanding, all new employees will be joined under the terms and conditions of the Collective Agreement for a period of 30 days, after which they may decide whether to negotiate an Individual Employment Agreement or join the Collective Agreement.

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## **Union Members**

Union 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 union providing the following conditions are fulfilled.

- The union shall give the employer at least 14 days' notice of the date and time of any union meeting to which this clause applies; and
- The union shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meetings, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue; and
- Work shall resume as soon as practicable after the meeting, but the employer shall not be obligated to pay any union member for a period greater than two hours in respect of any meeting; and
- 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.

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

## **Union Delegate / Workplace Representative**

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

- (a) 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.
- (b) Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld. The amount of paid time off and facilities provided shall be sufficient to enable delegates and Convenors of delegates (where these positions exist) to give adequate consideration to the issues in the workplace. Where recognised workplace activities are required outside working hours, delegates shall be paid at ordinary rates or granted time in lieu on a time for time basis.

## **Employment Relations Education Leave**

The Employer shall grant leave on pay for employees party to this CA to attend courses authorised by NZNO to facilitate the employee's education and training as employee representatives in the workplace. The numbers of days education leave granted is based on the formula of 35 days per annum for the first 280 full time equivalent employees (employees covered by this CA who have authorised the NZNO to act on their behalf) and a

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further five days per annum for every 100 full time equivalent employees thereafter. 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 30 hours or more during a week is to be counted as 1: 43
- (b) an eligible employee who normally works less than 30 hours during a week is to be counted as one-half.

The NZNO shall send a copy of the programme for the course and the name of employees attending at least 28 consecutive days prior to the course commencing. The granting of such leave shall not be unreasonably withheld taking into account continuing service needs. The provision of Part 7 of the Employment Relations Act 2000 shall apply where any provision or entitlement is not provided for, or is greater than specified above.

## **2. COVERAGE**

- 2.1. This agreement shall apply to the employees working at Bidwill Trust Hospital who are members of the union in the following positions:

Theatre Clinical Leader  
Registered Nurse  
Enrolled Nurse  
Anaesthetic Technician  
Sterile Technician  
Support Worker  
Cooks  
Maintenance Manager  
Maintenance Support Person  
Store Person  
Office Administration / Reception Staff  
Senior Financial Administrator

## **3. DEFINITIONS**

**Support Worker** is a worker who is employed solely on domestic duties including cleaning, laundry and other duties as directed.

**Cook** is a person primarily engaged in cooking and other kitchen duties.

**Hospital Assistant** is an assistant to the nursing team performing simple nursing tasks and general duties relating to patient care as directed.

**Enrolled Nurse** means a person whose name is on the roll in New Zealand as an enrolled nurse who holds a current annual practicing certificate and works under the supervision of a registered nurse.

*Handwritten signature and initials*

**Registered Nurse** means a person who is registered in New Zealand as a general/comprehensive nurse and holds a current annual practicing certificate. This must be presented to the Director of Nursing annually or when required.

**Registered Nurse (new graduate)** is a registered nurse appointed to the position. A registered nurse (new graduate) shall have one year's (2080 hours) nursing experience in an approved hospital beyond the status of student and may not be required to undertake charge responsibilities.

**Registered Nurse** is a registered nurse appointed to this position.

**Sterile Technician** is a suitably skilled or qualified person appointed to this position.

**Maintenance Manager** is a suitably skilled person appointed to this position.

**Anaesthetic Technician** is a qualified person appointed to this position.

**Administrator** is a suitably qualified or skilled person in administration, reception or finance.

**Store person** is any person who is responsible for ordering and/or receiving hospital supplies.

**Variation of this Agreement:**

The parties to this collective employment Agreement may, at any time while it remains in force, agree in writing to the variation of any or all of its provisions.

**4.0 HOURS OF WORK**

**4.1 Ordinary Time**

- a. The ordinary hours of work shall not exceed 40 per week divided into five duties, none of which shall exceed eight hours which shall be worked within a span of 12 hours from the time of commencement unless 4.1g applies.
- b. Hours worked between midnight Friday and 6am Monday shall be paid at T1.50.
- c. Friday night shifts and Saturday night shifts shall be paid at T1.75.
- d. No worker shall be compelled to work longer than eight hours in any one continuous period unless 4.1g applies.
- e. Meal Break - An employee is entitled to a 30-minute meal break over any duty of 6 hours or more. Where an employee cannot be relieved for such a meal break, they shall be paid crib time of 30 minutes. An additional crib time of 30 minutes shall be payable for duties worked in excess of 10 hours.
- f. A worker shall be allowed a rest period of 10 minutes within each four hours of a continuous period without deduction of pay.

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- g. An employee's weekly two days off shall be consecutive unless otherwise agreed between the employer and the employee.
- h. The employer and the employee may mutually agree on some other pattern of work not exceeding 40 hours per week.
- i. Except by mutual agreement or in an emergency situation, employees shall not be rostered for more than six days consecutively.
- j. Except by mutual agreement or in an emergency situation, employees shall be allowed a minimum break of nine consecutive hours off duty between the work of successive duties.
- k. Unless requested by the employee a 9 hour break is required between shifts. If the employee is required to work a shift without a 9 hour break; the shift will be paid at time and one half (T1.5) for the whole shift.
- l. Before considering recruitment of new staff, Bidwill Trust Hospital management undertakes to invite existing staff to apply for relieving or new work that becomes available. The selection process will be handled in a fair and equitable manner.

#### **4.2 Overtime**

- a) All time worked in excess of the hours described in 4.1(a) shall be overtime. Overtime will also be paid on the commencement of an "emergency call back" once released from an eight-hour rostered duty.
- b) Emergency Theatre Call Back: will be organised by the duty leader in the hospital at the time management decides that call back is required, and individuals who agree to be called back will be paid a flat fee of \$90 each and will be paid a minimum of 3 hours. 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.
- c) Overtime shall be calculated on a daily basis and paid at a rate of time and one half (T1.5)
- d) Provided that overtime that is worked on any of the days on the special holidays provided for in this Agreement are observed shall be paid at overtime rates in addition to the payment for the statutory holiday.

### **5.0 PROVISIONS RELATED TO HOLIDAYS**

#### **5.1 Public Holidays**

The parties to this Agreement acknowledge that the nature of the industry and commitment to the organisation's clients, make it necessary to provide service over

7 days each week and the employee in recognition of this agrees to work on Public Holidays if required by the employer to do so in accordance with a roster or otherwise. The employer undertakes to provide the employee with as much notice as practicable of such requirement.

- a) This clause does not apply to casual employees. When a casual employee works on a Public Holiday (**excluding Waitangi Day and Anzac Day**) she/he shall be paid double time plus one tenth.

When a casual employee works on Waitangi and or Anzac Days she/he shall be paid time and one half plus one tenth.

Alternative days do not apply to casual employees.

- b) Public holidays shall be as specified in the Holidays Act 2003 i.e:

New Year's Day — 1<sup>st</sup> day of January  
Day after New Year's Day — 2<sup>nd</sup> day of January  
Waitangi Day — 6<sup>th</sup> February  
Good Friday  
Easter Monday  
ANZAC Day — 25<sup>th</sup> April  
Kings's Birthday — First Monday In June  
Matariki  
South Canterbury Anniversary  
Labour Day  
Christmas Day — 25 December  
Boxing Day — 26 December

- c) Where a public holiday is observed on a day when an employee is normally employed, and the employee works, they shall be paid as double time plus and alternative day.
- d) The alternative day will be paid at the amount the employee would ordinarily have earned on the day taken. Alternative days are to be taken within twelve months of accrual at a time mutually agreed between the employer and employee. Where the employee has not taken the alternative day after 12 months, the employer and employee may agree to replace the holiday with a payment.
- e) Should any of the holidays specified in sub-clause (b) of this clause occur on an employee's normal work day during the currency of the employee's annual holiday, then such annual holiday may be extended by one day for every such holiday and the employee shall be paid for every such day.
- f) Where an employee is rostered to work on a public holiday and wilfully defaults, the employee shall not be entitled to any payment.



- g) If a public holiday falls on the rostered day off of a full-time employee or an employee who works 5 normal days per week, they shall be paid an ordinary day's pay.
- h) The public holiday for ANZAC Day and Waitangi Day will be "Mondayised" if they fall on a Saturday or Sunday.
- i) An employee who is normally employed to work Monday to Friday and where the 25th of December, 26th of December, 1st day of January, 2nd day of January falls on a Saturday or Sunday, these days will be transferred to the next working day.
- j) Where a part-time employee's days are not fixed i.e., on a rotating roster, the employee shall be entitled to public holiday provisions in line with the Holidays Act 2003, if the public holiday falls on a day that would normally be a working day for the employee (otherwise working day).

It is an 'otherwise working day' if the employee has worked on the day of the week that the public holiday falls, for more than 40% of their working time, over the last 3 months. For the purpose of this clause, work includes unexpected sickness, bereavement and domestic leave. Payment is relevant daily pay.

- k) When an employee works on a public holiday which would otherwise be a working day for the employee, they will be paid at time (T1) in addition to the ordinary hourly rate of pay, for each hour worked and they shall be granted an alternative holiday.
- l) Should Waitangi Day or ANZAC Day fall on a Saturday or Sunday, and an employee is required to work on both the public holiday and the weekday to which the observance is transferred, the employee will be paid time two (T2) for time worked on the public holiday and then at ordinary rates for the time worked on the Monday. Only one alternative holiday will be granted in respect of each holiday.

## 5.2 Annual Leave

- a) Unless 7.2c applies, annual Holidays entitlement shall be allowed in accordance with the Holidays Act 2003 and Holidays Amendment Act 2004. Annual leave shall be taken in accordance with the Holidays Acts, in the year of entitlement unless alternative arrangements have been agreed between the employer and employee. In no case shall leave be accumulated beyond the following year of entitlement.
- b) Annual leave will increase from four weeks to five weeks after completing 5 years of service for clinical and qualified sterilising staff.
- c) The hospital will have an official close-down period over the Christmas /New Year period for approximately three weeks. Staff

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will be advised one month prior to close-down, in writing, with the dates specified.

### **5.3            Long Service Leave**

- a) Employees shall be entitled to long service leave as follows:
  - (i) One period of one week (pro-rata for part-time employees) following the completion of 10 years of current continuous service and before the completion of 15 years' service.
  - (ii) One period of one week (pro-rata for part-time employees) following the completion of 15 years of current continuous service and before the completion of 20 years' service.
  - (iii) One period of one week (pro-rata for part-time employees) following the completion of 20 years of current continuous service and before the completion of 25 years' service.
  - (iv) One period of two weeks (pro-rata for part-time employees) following the completion of 25 years of current continuous service and before the completion of 30 years' service.
  - (v) One period of two weeks (pro-rata for part-time employees) following the completion of 30 years of current continuous service and before the completion of 35 years' service.
  - (vi) One period of two weeks (pro-rata for part-time employees) following the completion of 35 years of current continuous service with the same employer.
- b) All such leave provided for in sub-clause (a) of this Clause shall be on ordinary pay as defined by the Holidays Act 2003 and Holidays Amendment Act 2004 and may be taken in one or more periods at such time or times as may be agreed by the employer and the employee.
- c) If an employee having become entitled to such leave, leaves their employment before such leave has been taken, they shall be paid in lieu thereof.

## **6.0            OTHER LEAVE**

### **6.1            Bereavement Leave**

- a) Where the employer is satisfied that the circumstances warrant it, the employer may, on the death of an employee's spouse, partner, child, parent, brother, sister, parent-in-law, sister-in-law, brother-in-law, grandparent, step-parent, step-child, step-brother, step-sister, grandchild or in any special case where the employee is responsible for making funeral arrangements, grant to such employees, leave on normal pay for a period of up to but not exceeding three days.
- b) The leave will be paid at the amount the employee would ordinarily have earned on the day taken.

- c) Where the employer is satisfied that the circumstances warrant it and the employee has suffered a bereavement, the employer may, on the death of a person not identified in 3.1a), grant to the employee up to one day's paid leave, provided that the day falls on the employee's normal day of work.
- d) The employer agrees that on application it may be appropriate to grant unpaid leave in order to accommodate various special bereavement needs not recognised in sub clause (a) above.
- e) If bereavement occurs while an employee is absent on annual leave, such leave may be interrupted bereavement leave granted.
- f) Some form of verification may be required by the employer of the criteria as listed above when considering the claim for Bereavement Leave.

## 6.2 Sick Leave and Domestic Leave

Full time employees shall be entitled to 12 working days paid at ordinary time for the first, and for each subsequent year of current continuous service, paid at ordinary time, provided that:

- a) The employee shall produce a medical certificate for any periods of absence in accordance with the Holidays Act if required by the employer and further certificates in the case of extended illness, such certificate to specify sufficient details of the nature of the illness and for this purpose the employee consents to the disclosure by the Doctor of the nature of the illness.
- b) The employee shall advise the employer prior to the commencement of work period of inability to work because of sickness.
- c) Sick pay shall accumulate up to 80 days for full time employees by carrying forward from one year to another any unused sick days.
- d) Sick leave shall not apply to casual employees.
- e) A part-time employee shall be entitled to a pro-rata of full-time employee entitlements, provided that a part time employee shall not receive less than their minimum entitlement each year, in accordance with the Holidays Act 2003 and Holidays Amendment Act 2004.
- f) Sick leave shall be paid at the amount the employee would ordinarily have earned on the day taken.
- g) Additional paid sick leave will be considered on a case-by case basis and is at the discretion of the General Manager.
- h) The Employer is committed to providing a safe, supportive, confidential, and non-judgemental environment where support and assistance to victims of family violence, or those affected by family violence in the past, is not only provided but encouraged.

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Family violence may impact on an employee's attendance or performance at work. Family violence means domestic violence as defined by s2 of the Domestic Violence Act 1995.

The Family Violence Victims Protection Act Policy gives guidance to the employee to the steps required to apply for the leave. This policy will be provided to all new staff.

At the discretion of the employer, an employee who supports a person experiencing family violence may take domestic leave to accompany them to court, to hospital, or to mind children.

All personal information concerning family violence will be kept confidential and will not be kept on the employee's personnel file without their agreement.

Proof of family violence may be requested and can be in the agreed form of a document from the Police, a health professional, or a family violence support service.

### **6.3 Study Leave**

The employer will grant 20 hours for study leave per calendar year for full time employees (pro-rated for part time employees). The timing that this study leave may be taken will be at the discretion of the employer as it may be unreasonable in circumstances for Bidwill Hospital to function while having employees on study leave. Prior approval of the employer must be obtained. Study leave will be granted at T1 rate and shall not accumulate from one year to the next.

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 PDRP requirements as follows:

Level Proficient 1-day p.a.

Level Expert / Accomplished 2 days' p.a.

### **6.4 Parental Leave**

6.4.1 The provisions of the Parental Leave and Employment Protection Act 1987 shall apply.

Where an employee takes parental leave under this clause, 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 provisions of the Parental Leave and Employment Protection Act 1987, 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 14 weeks.

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- 6.4.2 These payments shall be made at the commencement of the parental leave and shall be calculated at the base rate (pro rata if appropriate) applicable to the employee for the six weeks immediately prior to commencement of parental leave. An employee who takes a period of paid leave (e.g., annual leave) at the start of his or her parental leave may elect to start his or her parental leave payment period on the day after the date on which that period of paid leave ends, even if it is later than the child's arrival or due date.
- These payments shall only be made in respect of the period for which the employee is on parental leave and in receipt of the statutory payment if this is less than 14 weeks.

## **7.0** **TERMS AND CONDITIONS**

### **7.1** **Time Keeping**

Employees will maintain such time recording systems as determined and supplied by the employer.

Where an employee is required by the employer to wear a particular uniform on duty and is not permitted to wear that uniform other than within the precincts of the hospital, the employee shall be allowed a period of six minutes, both at the commencement and cessation of each duty, as changing time.

Rosters will be published no less than 21 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 21-day period. Changes in rosters, once posted, shall be by mutual agreement.

An employee in their 3rd trimester of pregnancy will not be rostered on any night shifts unless an employee chooses to be.

### **7.2** **Payment of Wages**

Wages will be paid fortnightly and be credited to an account in the name of the employee within 3 bank trading days immediately following the end of the pay period.

The payment of final wages on termination is subject to the employee returning all keys, uniform and equipment supplied by the employer and if not returned, the employer may deduct the residual value of unreturned items.

Employees shall be advised, upon request, details of how their pay is computed. This will include the gross rate of pay, any allowances, overtime and the number of hours being paid for. In all cases where there is any deviation from the regular amount being paid, the employee shall be supplied in writing with details of the manner in which wages have been calculated.

### **7.3 Recovery of Overpayment of Wages**

The employer may recover over- payment(s) to worker(s) as per the Wages Protection Act 1983 after giving notice no later than the next pay day of the employer's intention to recover the overpaid amount. Written consent will be sought from the employee and this will specify the arrangements for repayment.

### **7.4 Wage Records**

The employer shall keep a time and wages record in which shall be correctly recorded the requirements of Section 47 of the Employment Agreements Act 1991.

### **7.5 Other Employment**

An employee shall inform the employer of any secondary employment. If the employee is working more than 40 hours per week in paid employment, the approval of the employer is required.

### **7.6 Uniforms, Clothing and Theatre Footwear**

Where uniforms, smocks or other special clothing is required by the employer to be worn, these items shall be supplied by the employer provided in lieu of supplying the uniforms the employer shall pay the specified allowance and in such case the provision of suitable uniforms, shall then be the responsibility of the employee. All items supplied by the employer remain the property of the employer.

Protective clothing and rubber gloves shall be made available if the nature of the work so requires.

Footwear specifically for operating theatre staff to be worn in theatre, will be provided by the employer.

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

The employee is obliged to wear when on duty, footwear and hosiery acceptable to the employers.

### **7.7 Meals**

- a) The meals shall be the responsibility of employees and shall not be provided by the employer, unless 11.3f applies.
- b) Tea, coffee, milk and sugar shall be available at breaks and meal times without charge to employees.

## **7.8 Amenities**

Suitable facilities for changing shall be provided for staff and employees shall be provided with a secure cupboard area specifically for the purpose of the safe keeping of their belongings while on duty.

## **7.9 Termination - General**

The employee or the employer may terminate the employment by giving the other one month's notice in writing other than in cases of summary dismissal for gross misconduct where dismissal may be instant.

Upon termination of employment the employer shall, on request provide the employee with a Certificate or Letter of Service stating dates and capacity of employment.

## **7.10 Abandonment of Employment**

Where an employee absents her/himself from work for a continuous period exceeding three days, without the consent of the employer or without notice to the employer, they shall be deemed to have terminated their employment.

## **7.11 Jury Service**

- a) Where an employee is obliged to undertake jury service, the difference between the fees (excluding reimbursing payments), if any, paid by the Court and the employee's ordinary rate of pay shall be made up by the employer, provided:
  - (i) That the employee produces the Court expenses voucher to the employer.
  - (ii) These payments shall be made for up to a maximum of five days in respect of each separate period of jury service.
- b) An employee shall return to work immediately on any day they are not actually serving on a jury.

## **7.12 Confidentiality**

Employees shall not utilise or disclose during the period of employment or at any time thereafter, confidential information in regard to the employer's operations, business, clients or patients acquired by or available to them, or use such information without the employer's prior authorisation. This shall not prevent employees from making ethical professional disclosures when legally required.

## **7.13 Dress code**

Bidwill Trust Board requires a reasonable standard of dress which is acceptable to the Manager.

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#### **7.14 Performance Appraisals**

The performance of employees shall be reviewed and assessed annually. The review and assessment may not be carried out at the same time.

### **8.0 GENERAL PROVISIONS**

#### **8.1 Health and Safety**

The employer and employee shall comply with the provisions of the Health and Safety at Work Act 2015 and subsequent amendments concerning safety, health and welfare matters.

The employer and employees shall take all reasonable precautions for the safety and health of all persons within the hospital. Employees who do become aware of damage or faults to equipment or the existence of other hazards that may endanger the health or safety of others shall immediately report such damage, fault or hazard to the employer.

Safety equipment and clothing required by the employer is to be worn or used by the employee and safe working practices must be observed at all times.

#### **8.2 Sexual Harassment**

The employees and the employer recognise the undesirability of sexual harassment in the workplace and that it constitutes unacceptable behaviour.

#### **8.3 House Rules**

Employees shall be made aware of and be bound by the House Rules as determined by the employer.

#### **8.4 Accident Injury Reporting**

The employee is required to report all accidents/injuries which occur arising out of/or in the course of employment. The employer is committed to taking all practicable steps to ensure a safe working environment.

##### **(a) Procedure**

All accidents/injuries which occur arising out of or during the course of employment shall be reported to the employer/supervisor before the end of the employee's working day/shift or as soon as practicable after the accident occurs giving the following information:

- (I) the date, time and location of the accident.
- (II) the activity in which the employee was engaged at the time the accident occurred.
- (III) general nature of any injury suffered by the employee.
- (IV) names of other people in the vicinity of the accident who may have witnessed what took place.

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**(b) Notification**

The employer shall be notified by the employee within one working day of the filing of any work-related claim with ACC unless exceptional circumstances prevail. The employee shall also provide the employer with a copy of the claim form by which application is made to ACC and copies of such other relevant documentary evidence and medical certificates as are provided to ACC from time to time relating to the employee's continued eligibility for ACC, in addition to any other information as may be required in accordance with this Agreement. The employee consents to the disclosure by a Doctor relating to the work-related claim.

The employer shall provide ACC with earnings related confirmation information within 5 working days of receiving such request unless exceptional circumstances prevail.

**(c) Overpayment**

All payments made to you by the employer in relation to work related accidents/injuries, whether relating to first week compensation or otherwise, shall be treated as advances of salary to be recoverable at the discretion of the employer should your claim for earnings related compensation be ultimately rejected by ACC or judicial process.

**(d) Recovery of payment**

Advances relating to injury as contained in clause c) above may be recovered either: by way of deduction from wages at an agreed rate provided that such repayments shall be made within 10 pay periods upon resumption of full pay;

**or**

if your employment is terminated for any reason whatsoever prior to repayment of the advance a deduction may be made to final wages.

**(e) Alternative duties**

The employee may be required by the employer to return to work and undertake such alternative duties (whether on a full or part time basis) as are available and as are reasonably within the employees capability and level of fitness as determined in consultation with a medical practitioner and ACC.

**9.0 PERSONAL GRIEVANCE & DISPUTES PROCEDURE - RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS**

This clause sets out the process and services available to help resolve employment relationship problems. An employment relationship problem is any problem relating to or arising out of this employment relationship.

It includes personal grievances and disputes about the interpretation, application or operation of this agreement.

It does not include any problems relating to or arising from fixing new terms and conditions of employment (e.g. bargaining, contract variation).

**Step 1**

In the first instance the problem should be referred to your Manager so that the

problem can be dealt with speedily and effectively.

If the problem relates to a personal grievance as defined in the following step 3 the employee, or their representative must raise it by providing a written statement setting out: -

- i) the nature of the grievance,
- ii) the facts relied upon, and
- iii) the remedy the employee seeks to achieve.

It is agreed that this process shall constitute "reasonable steps" for the purpose of s.114, Employment Relations Act 2000.

A personal grievance must be raised within 90 days of the action giving rise to it or coming to the employer's attention, whichever is the later. If the employee fails to do so, the employer shall not be obliged to give the matter further consideration, unless the employee makes an application to the Employment Relations Authority for leave to raise it outside of the 90 day period.

### **Step 2**

If the problem is not resolved within 21 days of raising it, it may be referred by either of the parties -to the Mediation Service of the Department of Labour OR it may be agreed to refer the matter to Arbitration or other alternative dispute resolution providers.

Either process will not preclude the problem from being referred to the Mediation Service or Employment Relations Authority.

To help resolve employment relationship problems that cannot be satisfactorily dealt with at employer or management level, the Department of Labour provides a variety of Mediation services. The Department has telephone, fax, internet and e-mail services where relevant information can be found or that indicates where relevant information can be found. The Department also publishes pamphlets, booklets, brochures and codes that may be of assistance. Where further help is needed, the Department has mediation specialists who will assist to resolve a particular problem.

### **Step 3**

If settlement is not reached through mediation (or through any alternative agreed procedure), an application can be made to the Employment Authority which will resolve the matter, if it is satisfied that the parties have first attempted to resolve the problem in good faith, through mediation.

Personal Grievance means any claim by an employee against the employee's employer or former employer that the employee has in relation to the employee's employment been:

- unjustifiably dismissed
- unjustifiably disadvantaged with respect to conditions of employment;
- discriminated against on prohibited grounds;
- sexually harassed;

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- racially harassed  
subjected to duress in relation to membership or non- membership of a  
union or employees organisation.

#### 10.0 SIGNATORY PARTIES

For and on behalf of Bidwill Trust Hospital, Timaru

<u>Tina Rogers</u>	<u>General Manager</u>	<u>Tina Rogers</u>
(Name)	(Designation)	(Signature)

For and on behalf of the New Zealand Nurses Organisation (Inc)

<u>Stephanie Duncan</u>	<u>Organiser</u>	<u>[Signature]</u>
(Name)	(Designation)	(Signature)

For and on behalf of E tū

<u>Sam Hope</u>	<u>Organiser</u>	<u>[Signature]</u>
(Name)	(Designation)	(Signature)

DATED AT TIMARU THIS 11 DAY OF May 2023

## **11.0 SCHEDULES:**

### **11.1 Definitions**

**"Year"** means a minimum of 12 months full-time continuous service or 2 years part-time continuous service substantiated by a service record.

**"Day"** is a continuous period of 24 hours.

**"Week"** is any 40 hours worked within seven days.

**"Hourly Rate"** means 1/40th of the appropriate weekly wage.

**"Full-time"** is an employee engaged to work 40 hours per week.

**"Part-time"** A part-time employee will not be defined as a casual employee. Unlike casual employees, part-time employees have permanent regular hours of employment, notwithstanding that they may agree to work extra hours in addition to their permanent hours. In the case of part-time employees, a minimum payment of 3 hours for each day of engagement will be available.

**"Casual"** is an employee who has no permanent regular hours of work and is engaged to work on an as required basis for not less than 2 hours per day. A casual employee is paid a 10% loading on their hourly rate to compensate for unforeseen changes to the posted roster.

**"Allowances"** is payment to an employee in addition to the ordinary base wage rate, not to be calculated into overtime as a compensation for a particular aspect of the work. Usually paid either hourly or weekly. Allowances in this Agreement are set out in the Schedules.

**"Annual Practicing Certificate"** means a certificate issued pursuant to Section 51 of the Nurses Act 1977.

**"Registered"** means included in the Register of Nurses defined in Section 16 of the Nurses Act 1977.

**"Enrolled"** means included in the Roll of Nurses defined in Section 16 of the Nurses Act 1977.

**"Clinical Staff"** means employees with a clinical qualification dealing with patients.

## 11.2 Wages

Bidwill Trust Hospital is a Living Wage Employer.

<b>Designation</b>	<b><i>Effective from 1 March 2023 (per hour)</i></b>	<b><i>Effective from 1 September 2023 (per hour)</i></b>
<b>Theatre Clinical Leader</b>	58.40	58.40
<b>Registered Nurse</b>		
First Year (new grad)	34.21	34.21
Second Year	37.04	37.04
Third Year	39.34	39.34
Fourth Year	41.56	41.56
Fifth Year	46.18	46.18
Sixth Year	47.56	47.56
Seventh Year and subsequent	48.99	48.99
<b>Enrolled Nurse</b>		
First year post-enrolment	31.42	31.42
Second year post-enrolment	32.88	32.88
Third year post enrolment	35.45	35.45
Fourth year post-enrolment	36.64	36.64
Fifth year post enrolment	37.83	37.83
<b>Anaesthetic Technician</b>		
First Year	40.66	40.66
Second Year	40.93	40.93

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<b>Third Year</b>	45.66	45.66
<b>Fourth and subsequent</b>	46.66	46.66
<b>Sterile Technician</b>		
<b>In training</b>	26.07	26.07
<b>Qualified and Registered</b>	30.62	30.62
<b>Qualified 3+ year</b>	31.05	31.05
<b>Team Leader</b>	31.90	31.90
<b>Support Worker</b>		
<b>First Year*</b>	25.35	26.00
<b>Second Year*</b>	25.35	26.00
<b>Cooks General</b>		
<b>First Cook</b>	28.38	28.38
<b>Second Cook</b>	26.30	26.30
<b>Maintenance Manager</b>	28.64	28.64
<b>Maintenance Support Person*</b>	25.35	26.00
<b>Store person</b>	26.60	26.60
<b>Office Administration</b>		
<b>Reception/Contracts</b>	25.86	26.00
<b>Reception/Bookings</b>	27.01	27.01
<b>Senior Financial Administrator</b>	32.55	32.55

**Note:**

When a Registered Nurse has been previously employed as an Enrolled Nurse, and this experience would be recognized, then their starting salary on their first employment as a Registered Nurse shall be at least the Step equivalent to their last salary paid as an Enrolled Nurse.

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### **11.3 Allowances**

#### **a) Higher Duties Allowance**

- i. Any nurse, support worker or cook who is required by management to undertake and carry out the responsibility of a position graded higher than the employees own existing position for a period of more than 5 consecutive working days shall be paid the difference between the lowest rate appropriate to the higher position and the employee's substantive rate for all of the duties concerned.
- ii. Where a Charge Nurse or more senior nurse is not on duty in the hospital, a staff nurse or a senior staff nurse may be designated as a hospital duty leader and shall be paid an allowance of \$3.00 per hour for each hour employed as the hospital duty leader. This allowance shall not be subject to penal or overtime provisions in the Agreement.
- iii. Specialty Allowance for those with specified duties are:

Education	\$8.40 per hour
Health and Safety	\$2.00 per hour
Quality	\$2.00 per hour
Infection Control	\$8.40 per hour

#### **b) Night Duty Allowance**

An employee whose normal hours of duty fall between 2000 hours to 0700 hours shall be paid an additional allowance of T0.25 per hour, unless overtime applies. This does not apply for hours worked between midnight Friday and 6am Monday when workers are paid under clause 4.1.b and 4.1.c.

#### **c) Theatre afternoon close allowance**

Operating theatre and recovery nurses that work an afternoon shift and close the theatre/recovery areas for the evening are entitled to an allowance of \$13.50 per shift. Only one allowance is applicable at one time.

#### **d) Flexibility allowance**

Bidwill Trust Hospital appreciates and values the flexibility and willingness of employees who change shifts to ensure maximum efficiency, safe staffing and that we meet the needs of our customers. As such a flexibility allowance of \$27.00 per shift is payable when employees are requested to work at the employers request for operational reasons as follows:

- i. An employee working an additional shift with less than 24 hours' notice
- ii. An employee who does not know their start time within 24 hours
- iii. An employee who works a changed shift with less than 24 hours' notice

Note that only one of the above payments will apply for any shift and this allowance does not apply to casual employees.

**e) Shift Cancellation Allowance**

Eight (8) hours' notice will be given when cancelling an extra shift that a permanent employee has agreed to work. Where less notice is provided, the employee will receive payment for 3 hours at the normal hourly rate (weekend/night and overtime rates do not apply)

**f) Meal Break**

Where an employee is required to work overtime for more than two hours after completing an 8-hour duty, and such overtime extends over the employee's usual meal time, the employer shall provide a meal without charge if requested

**g) Divided Duty**

Broken shifts may be worked, but shall be completed within 12 hours computed from starting to finishing time, including meal hours. Employees employed on broken shifts shall be paid **\$13.76** per week in excess of the ordinary weekly wages provided in this Agreement, or **\$2.73** per day when so employed.

**h) Surgical Assistant**

Employees who are required to undertake the surgical assisting role for surgeries will receive \$7.50 per hour. This applies for the period of knife to skin, to skin closure.

**i) Reimbursement of Travel Expenses**

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

Employees who are instructed to use their motor vehicles on employer business shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time. Any change to this rate shall be effective from the first pay period following the date of promulgation by the IRD.

**j) Refund of Annual Practicing Certificate**

The annual cost of the Annual Practicing Certificate issued by the Nursing Council of New Zealand, upon sighting by the Director of Nursing shall be refunded by the employer to all Registered Nurses requiring an Annual Practicing Certificate in order to be employed.

TSU staff, covered by this agreement, will have a \$50.00 tax free reimbursement annually for their NZSSA membership. This will be paid on production of a copy of the membership statement which includes dates for the period of membership.

**11.4 INDUSTRIAL RELATIONS**

- a. With the consent of the employer, which shall not be unreasonably withheld, the employees designated bargaining agent may hold a



worksite meeting/interview staff at their place of employment, but so as not to interfere unduly with the work of the hospital.

- b. The employer shall upon written request from the employee, deduct from the employee's wages, fees for an employee's duly authorised representative. Such fees shall be remitted not less frequently than three monthly to the employee's representative.

#### **11.5 REDUNDANCY/CONTINUITY OR SERVICE**

##### **Redundancy**

In this Agreement redundancy means an excess of staff resulting from mechanisation, rationalisation, decrease in business activity including closing down Bidwill Trust Hospital or part of it, changes to equipment, methods, services or reorganisation.

Where an employee is to be dismissed on the grounds of redundancy then the employer will:

- Give 30 days' notice of the redundancy if practicable
- Consult with the employee prior to terminating the employment because of redundancy;
- Consider the alternatives including relocation and redeployment;

##### **Continuity of Service**

Should the employer's business be sold, transfer or merge to a new employer, the existing employer will use its best endeavours to protect terms and conditions of employment and continuity of service.

#### **11.6 PROFESSIONAL DEVELOPMENT AND RECOGNITION PROGRAMME**

PDRP is a recognition of the importance of increasing the number of proficient/accomplished and expert nurses in the organisation.

A nurse who reaches the following levels will receive a pro-rated allowance as long as the employee maintains that level of practice. All levels of practice allowance shall be added to the base rate of pay and be payable on all hours worked and shall attract penal rates and overtime. Allowances are not cumulative and relate only to the level that the employee is practicing in.

**The rates of PDRP allowances are as follows:**

RN Expert	\$4500 per annum pro-rated
RN Proficient	\$3000 per annum pro-rated
EN Accomplished	\$4500 per annum pro-rated
EN Proficient	\$3000 per annum pro-rated

1. Nursing staff are encouraged to join the Bidwill Trust Hospital PDRP and submit a NCNZ competent level of practice portfolio.

2. All nursing staff employed after 1 September 2017, must submit a NCNZ competent level of practice portfolio within 12 months of the commencement of their employment.

3. All RN's and EN's will be able to progress within the pathway. Achievement of proficient/accomplished and expert levels is voluntary.

The senior nursing management positions of Director of Nursing, Theatre Manager and Clinical Ward Manager are excluded from receiving PDRP allowances.

The assessment cycle for a PDRP portfolio is three (3) yearly and only current and approve portfolios will attract the PDRP allowance. Moving from one portfolio to another can occur within the three (3) year cycle with the approval of the manager.

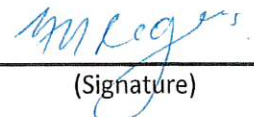
An RN who reaches proficient/expert levels of an EN that reaches proficient/accomplished levels will receive a pro-rated allowance as long as she/he maintains that level of practice. The PDRP Allowance will be forfeited if the employee's portfolio does not meet the minimum standard of the level being maintained or the employee fails to submit for maintenance of their current levels of practice. The allowance will cease from the first pay period following the due date.

PDRP allowance payments do not apply to nursing staff on casual contracts.

#### 11.7 LETTER OF UNDERTAKING

If there is any "significant" increase in the National MECA hourly rates, the Board will give serious consideration to the situation and the possibility of varying the Collective Agreement, provided that Bidwill can financially support such a variation.

#### FOR AND ON BEHALF OF BIDWILL TRUST HOSPITAL BOARD

<u>Tina Rogers</u>	<u>General Manager</u>	<u></u>
(Name)	(Designation)	(Signature)

11 May 2023

(Date)

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