



**CHT HEALTHCARE TRUST**  
**COLLECTIVE EMPLOYMENT AGREEMENT 2022**

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## **CHT HEALTHCARE TRUST COLLECTIVE AGREEMENT**

### **PREAMBLE**

#### **(a) General Principles:**

The parties to this Agreement share the following objectives:

- To develop and maintain prosperity of the Trust and its employees.
- To promote and maintain mutual trust and co-operation between the Trust and its employees.

In order to achieve these objectives the parties are agreed on the need to:

- Respond flexibly and quickly to changes required by the Trust's clients and the needs of the organisation generally.
- To ensure that flexible work practices are such that the only barrier to performing work is the skill of the individual worker.
- To develop effective communication and consultation between employers, employees and their employee organisations.
- The parties are committed to policies which ensure the absence of discrimination of employment on the grounds of race, colour, sex, marital status, religious beliefs and to the promotion of equal employment within the organisation.

#### **(b) Responsibilities:**

The Employer - the employer has a responsibility to manage the operation of the Trust in a fair and equitable manner and in the best interest of the parties. The employer is responsible for the provisions of a safe working environment and training for the development of skills and knowledge of employees.

Employees - employees have a responsibility to adopt safe working practices, improve skills consistent with their capabilities and aspirations and work in a co-operative manner.

In doing this all parties shall strive to enhance the delivery of quality services which best meet the needs of its patients, residents and clients.

## **1. APPLICATION**

### **(a) Parties to Agreement:**

**Employer Party:** CHT Healthcare Trust

**Union Parties:** New Zealand Nurses Organisation  
E tū Incorporated

### **(b) Coverage**

This agreement shall not apply to employees in managerial or administrative positions, including employees working in the position of Clinical Coordinator.

This agreement shall apply to nurses, healthcare assistants, activities coordinators, and diversional therapists who are members of one of the union parties to this agreement, who are employed by CHT.

In the event that CHT acquires an aged residential care facility, the employer will advise the union parties to this agreement of the acquisition within 10 working days of the possession date for that facility.

### **(c) Union Membership**

Any employee whose work is covered by the coverage clause of this agreement, who is employed by the employer between the date this agreement comes into effect and the expiry date, shall, in the first instance, be offered in writing the opportunity to become a member of the unions which are party to this agreement. The new employee shall, from the date of becoming a union member, be entitled to all benefits and be bound by all obligations under this agreement. Further to this, the provision of Section 62 of the Employment Relations Act 2000 shall apply.

Existing employees who are covered by the coverage clause of this agreement may become union members at any time. Employees shall, from the date of becoming a union member, be bound by all benefits and obligations relating to employees under this agreement.

### **(d) Terms & Conditions Supersede**

The terms and conditions provided for in this Agreement supersede and replace any terms and conditions of employment that may have applied prior to the date of application of this Agreement.

## **2. DEFINITIONS**

"Hourly rate" means 1/40th of the relevant weekly rate, and "pro rata the weekly rate" shall be a calculation based on the hourly rate.

## **3. OCCUPATIONAL CLASSIFICATIONS/EMPLOYEE'S DUTIES**

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

(b) "Registered Nurse" means a person who is registered in New Zealand as a nurse and

holds a current practising certificate.

- (c) "Healthcare Assistant" shall refer to a nurse/healthcare aide, a home assistant, or an employee wholly or substantially engaged in assisting older persons, residents or patients in their activities of daily living.
- (d) "Activities Coordinator" means a person who under the direction and supervision of the Unit Manager, plans and implements a suitable programme to meet the social, physical and intellectual needs of residents.
- (e) "Diversional Therapist" means a person holding a recognised qualification in diversional therapy who develops, plans and implements a suitable programme to meet the social, physical and intellectual needs of residents.
- (f) "Clinical staff" means Registered Nurses, Enrolled Nurses, Healthcare Assistants and Activities Coordinators.
- (g) Duties:
- Employees shall perform the duties as defined in their current job description.
  - An employee may be asked in exceptional circumstances to undertake other duties, which he/she is reasonably capable of performing.
  - Employees shall diligently carry out his/her duties, acting at all times in the best interests of the Trust and its residents.
  - Where an employee is required to perform work where a higher rate of pay is applicable the employee shall be paid at the applicable hourly rate for the time so worked.

#### **4. CLASSIFICATION OF EMPLOYEES**

- (a) "**Full Time Employees**" are those employees whose ordinary hours of work shall be either 37½ or 40 hours per week.
- (b) "**Part Time Employees**" are employees regularly employed with pre-arranged days and hours which are fewer than the fulltime hours as defined above. Part-time employees are paid at pro-rata the fulltime wage. A part-time employee shall be employed for no less than four hours per day or no less than four hours per week.
- (c) "**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
  - Such employees shall receive an hourly rate of pay as specified in their Collective Employment Agreement and an additional 8% (gross Taxable Earnings) holiday allowance. This entitlement shall be in full compensation for the annual holiday provisions under the Holidays Act 2003 and Clause 10 of this Agreement and shall be paid at the end of each period of engagement.
  - Casual employees will be paid a minimum of four hours pay for each engagement.
- (d) "**Fixed-term Employees**" are employees who are employed for a fixed period of time and for a specified project or to cover a position on a temporary basis where a permanent employee is absent on approved leave.

The employer must have genuine reasons for offering a fixed-term agreement. The fixed-term agreement shall include a statement as to the way in which employment will end, the date on which employment will end, and the reasons for employment ending in that way. The employer may extend this initial period by mutual agreement, except that where

the period of fixed term employment has gone beyond the time needed to complete the specified project, the employee's employment shall be deemed to be permanent and the service aggregated for the purpose of service- related entitlements."

- (e) Where additional work becomes available this shall be offered to existing employees before casual and new staff are employed.

## **5. HOURS OF WORK**

- (a) The employer is committed to the principle of full time employment for staff who wish to have full time employment or permanent part time employment based on positions being available, suitability of employee and management approval.
- (b) The ordinary hours are forty in each week to be worked in no more than five shifts per week of eight hours per shift.
- (c) No employee can be compelled to work more than eight hours per day.
- (d) Where any additional hours are requested by an employee, those additional hours in excess of the above limits of ordinary hours, shall be paid at ordinary rates without overtime penalties.
- (e) There shall be 8 hours break between rostered full time shifts and this may be varied at the request of the employee.
- (f) Days off will be consecutive unless agreed to by the employee.
- (g) 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.
- (h) Rosters will be published not less than 14 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 14 day period. Changes in rosters, once posted, shall be by mutual agreement.

## **6. OVERTIME**

- (a) Overtime is time worked in excess of ordinary hours or rostered duty. Overtime rates will be paid when extra hours are offered by a Manager with delegated authority. It is confirmed by the Manager prior to the hours being worked that they will be paid at overtime rates
- (b) Payment for overtime shall be at time and a half.
- (c) Overtime worked on any days on which public holidays are observed shall be paid double time for the hours worked. No overtime shall arise out of an arrangement between workers. All interchange of duties must be approved by management.

## **7. MEALS & REST BREAKS**

- (a) An employee shall not be required to work continuously for more than five and one half hours without a meal break of 30 minutes.  
Hours of work for a night shift worker will be 8 hours, which will include a half hour meal break.
- (b) A break of not more than 10 minutes shall be allowed after each period of 3 hours worked without deduction from pay.
- (c) Further breaks of 10 minutes shall be allowed in each subsequent period of overtime worked not exceeding four hours.
- (d) Tea, coffee, milk and sugar shall be provided.

- (e) Meal and rest breaks shall be allowed at times which enable work to proceed with minimum interruption and therefore may be varied as to timing or staggered amongst a work group as directed by a supervisor.
- (f) Considering the above sub-clauses, management and employees may mutually agree that where two 10 minute breaks are required, these can be replaced by one 20 minute break after 3 hours worked. Before facility-wide implementation of this clause a discussion will take place at each facility at staff meetings in which the union/s will be present and a decision will be jointly made in writing by staff, the Unit Manager and Clinical Coordinator.  
If at any time either of the parties wish to review how this clause is implemented the parties must consult with each other constructively with Health and Safety in mind.”
- (g) Where an employee cannot be released for a meal break she/he shall be entitled to consume a meal during paid duty hours but shall remain responsible for matters requiring immediate attention
- (h) If a staff member agrees to work a consecutive unplanned additional shift of at least 4 hours a meal will be provided by CHT.

## **8. RATES OF WAGES & ALLOWANCES**

- (a) Wage rates and allowances are as detailed in Appendix A of this Agreement.
- (b) Wage rate reviews will be conducted in accordance with the procedure set out in Appendix B to this agreement.
- (c) Nothing in this agreement shall operate so as to reduce the wage rate of any employee at the date of this agreement coming into force.

## **9. PAYMENT OF WAGES**

- (a) The pay fortnight is Monday to Sunday and wages will be paid fortnightly by being credited to an account in the name of the employee no later than the Thursday after the end of the pay period.
- (b) Deductions may be made from the wages for work time lost through sickness or accident not covered by the employee's appropriate leave entitlement, or for unauthorised absence. Deductions arising from one pay period may be made from subsequent pay periods.
- (c) All employees shall be advised of details of how their pay is calculated. This will include the gross rate of pay, any allowances, overtime, penal time, and the number of hours being paid for. In all cases where there is deviation from the regular amount being paid, the employee shall be supplied in writing with details of the manner in which the wages have been calculated, and Section 2 of the Wages Protection Act 1983 re overpayment shall apply.

## **10. PUBLIC HOLIDAYS**

- (a) The following are recognised as public holidays:  
Christmas Day, Boxing Day, New Year's Day, 2nd January, Waitangi Day, Good Friday, Easter Monday, Anzac Day, Matariki, Labour Day, the birthday of the reigning Sovereign and Anniversary Day of the Province.
- (b) The holidays referred to in sub clause (a) shall be observed on the actual calendar day.
- (c) If Christmas Day, Boxing day, New Years Day, 2<sup>nd</sup> January, Anzac Day or Waitangi Day:
  - falls on a Saturday and the day would otherwise be a working day for the employee, the public holiday must be treated as falling on that day.
  - falls on a Saturday and the day would not otherwise be a working day for the employee, the public holiday must be treated as falling on the following Monday.



- falls on a Sunday and the day would otherwise be a working day for the employee, the public holiday must be treated as falling on that day.
  - falls on a Sunday and the day would not otherwise be a working day for the employee, the public holiday must be treated as falling on the following Tuesday.
- (d) If an employee is required to work on any part of a public holiday, the employer must pay the employee the portion of the employee's relevant daily pay that relates to the time actually worked on the day plus half that amount again except that when an employee works on Christmas day (the actual calendar day) the employee shall be paid the employee's relevant daily pay that relates to the time actually worked on the day plus that amount again.
- (e) An employee is entitled to another day's holiday (an 'alternative holiday') instead of a public holiday if:
- The public holiday falls on a day that would otherwise be a working day for an employee; and
  - The employee is required to work on any part of that day.
- (f) The alternative holiday must be taken in accordance with the provisions of the Holidays Act 2003.
- (g) If an employer and employee cannot agree under clause 10(f) on when an alternative holiday is to be taken, then the day may be taken:
- On a date determined by the employee, taking into account the employer's view as to when it is convenient for the employee to take the day; and
  - Within 12 months of the employee's entitlement to the alternative holiday having arisen.
- (h) An employee must give an employer at least 14 days' notice of his or her intention to take the alternative holiday.
- (i) The employee may request the employer to exchange the employee's entitlement to an alternative holiday for payment after 12 months have passed since the employee's entitlement to the alternative holiday arose
- (j) An employee is not entitled to an alternative holiday under this section if the employee works for the employer only on public holidays.
- (k) The parties acknowledge that, due to the nature of business, employees will be rostered to work on public holidays and will, if rostered, be required to work on such days. If a public holiday falls on a day that would otherwise be a working day for that employee and the employee wishes to have that day as a holiday, then the employee must inform the employer in writing four weeks in advance of the holiday falling. That requested holiday will be granted provided that sufficient staff are available for delivery of required services and maintenance of health and safety.

## **11. ANNUAL LEAVE**

- (a) Four (4) weeks annual holidays shall be allowed, taken and paid in accordance with the Holidays Act 2003.
- (b) Annual holidays shall be allowed at a time that has regard for the employee's needs for rest

and recreation but necessarily is suitable to the work requirements of the employer.

- (b) A public holiday that occurs during an employee's annual holidays must be treated as a public holiday and not as part of the employee's annual holidays.
- (d) Wherever possible, employees are required to request leave one month in advance
- (e) The employer may allow the employee to take an agreed portion of the employee's annual holiday entitlement in advance
- (f) Employees who have entitlements to annual leave greater than as provided for in this Agreement as at the date of it coming into effect shall not have their current entitlements reduced while continuing in their employment in their current positions.
- (g) Unpaid leave may be requested by the employee.

## **12. LONG SERVICE LEAVE**

- (a) An employee shall be entitled to special holidays as follows:
  - One special holiday of two weeks after the completion of 15 years and before the completion of 25 years of current continuous service with the same employer.
  - One special holiday of three weeks after the completion of 25 years and before the completion of 35 years of current continuous service with the same employer.
  - One special holiday of five weeks after the completion of 35 years current continuous service with the same employer.
- (b) All such special holidays provided for in this clause shall be on ordinary pay as defined by the Holidays Act 2003 and may be taken in one or more periods, and at such time or times as may be agreed by the employer and the employee.
- (c) If an employee, having become entitled to a special holiday, leaves his/her employment before such holiday has been taken, she/he shall be paid in lieu thereof.

## **13. SICK LEAVE**

- (a) An employee shall be entitled to five (5) working days paid sick leave on the commencement of employment with CHT. After six months continuous employment an employee shall be entitled to an additional ten (10) working days paid sick leave. For the next twelve months and every 12 month period thereafter, the entitlement will be for an additional 15 working days paid sick leave for each continuous year of service.

The entitlement shall be pro-rated for part time employees except that a part-time employee shall receive no fewer than ten (10) working days paid sick leave for the first twelve months of employment and a minimum of ten (10) additional working days for each subsequent twelve month period.
- (b) An employee may carry over, to any subsequent 12 month period of employment, any sick leave that has not been taken by the end of the period to which the leave relates, up to a maximum of 60 days.
- (c) The employer may require an employee to produce proof of sickness or injury for sick leave if the sickness or injury that gave rise to the leave is for a period of 3 or more consecutive calendar days, whether or not the days would otherwise be working days for the employee.

This does not prevent an employer and employee from agreeing that the employee will

produce proof of sickness or injury for sick leave provided to the employee in addition to the entitlement set out in clause 13(a).

- (d) In the case of extended illness the employer will require the employee to produce a medical certificate fortnightly unless a longer term has been agreed to.
- (e) The employee shall advise the employer as soon as practicable of inability to work because of sickness, so that staffing relief can be arranged.
- (f) An employee is not entitled to be paid for any sick leave that has not been taken before the date on which his or her employment ends.
- (g) An employee may take sick leave if:
  - the employee is sick or injured; or
  - the employee's spouse is sick or injured; or
  - a person who depends on the employee for care is sick or injured.
- (h) ACC
  - Employees may use their sick leave entitlement to cover the first week's incapacity due to a non-work related accident.
  - For work related and non-work related injury, at an employee's request, the employer shall deduct from the employee's current sick leave entitlement 1 day for every 5 whole days to pay the difference between the employee's first week's compensation or weekly compensation and ordinary weekly pay, pro-rated for part-time employees.  
  
For the purposes of this clause, weekly compensation means compensation within the meaning of the Injury Prevention, Rehabilitation and Compensation Act 2001.

#### **14. BEREAVEMENT LEAVE**

The basic intent of this provision is to provide every reasonable opportunity for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist 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 approve bereavement leave on pay for an employee to discharge any obligation and/or pay respects to a deceased person with whom the employee has had a close association. An employee is entitled to bereavement leave on the commencement of their employment with CHT.

The length of time off shall be as follows:

- Up to three (3) paid days leave on the death of the employee's spouse or partner or parent or child (including miscarriage), step-parents/children, brother, sister, parent in law, brother in law, sister in law, grandparent or grandchild, step-brothers/sisters;
- One (1) paid day's leave for any other person if the employer accepts that the employee has suffered a bereavement as a result of the death.

The above will be in accordance with the following criteria:

- a) The closeness of the association between the employee and the deceased, which need not be a blood relationship.
- b) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death.
- c) The amount of time needed to discharge properly any responsibilities or obligations.

Other matters in relation to bereavement leave:

- d) Reasonable travelling time should be allowed, but for cases involving overseas travel, that may not be the full period of travel.
- e) A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any arrangements necessary. In most cases the necessary approval will be given immediately but may be given retrospectively where necessary.
- f) If paid special leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.
- g) The employer may require that satisfactory evidence be provided when paid leave is requested.

## **15. PARENTAL LEAVE**

The provisions of the Parental Leave and Employment Protection Amendment Act 2017 shall apply.

## **16. FAMILY VIOLENCE**

The provisions of the Holidays Act 2003 related to family violence shall apply.

## **17. 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:
  - That the employee produces the Court expenses voucher to the employer;
  - That the employee returns to work immediately on any day he/she is not actually serving on a jury.
- (b) These payments shall be made for up to a maximum of five days in respect of each separate period of jury service.

## **18. TERMINATION - GENERAL**

- (a) The employee or the employer may terminate the employment by giving the other:
  - Four weeks' notice in writing for a Registered Nurse or Enrolled Nurse
  - Two weeks' notice in writing for a Healthcare Assistant or Activities Coordinator
 unless both parties agree in writing to a lesser time
- (b) Payment may be made in lieu of notice or wages be forfeited as the case may be (or such lesser period as has been agreed).

- (c) The amount of payment made in lieu of notice or to be forfeited shall be the ordinary wages that would otherwise have been earned in the four weeks immediately following the termination for Registered Nurses and Enrolled Nurses and two weeks for Healthcare Assistants and Activities Coordinators.
- (d) Notwithstanding the above, dismissal without notice or payment may occur in the case of serious misconduct. Similarly, an employee may terminate their service without notice or forfeiture of wages in the event of serious misconduct of the employer.
- (e) Upon termination of employment the employer, on request, may provide the employee with a certificate of service stating dates and the position held by the employee.
- (f) The payment of final wages on termination is subject to the employee returning all keys, uniform and equipment items in their possession supplied by the employer.

## **19. ABANDONMENT OF EMPLOYMENT**

Where an employee absents her/himself from work for a continuous period exceeding three (3) days without the consent of the employer or without notification to the employer, she/he shall be deemed to have terminated her/his employment.

## **20. UNIFORMS**

- (a) Uniforms will be provided by the employer.
- (b) Protective clothing will be supplied by the employer when required by policy or statute.
- (c) Unserviceable items must be returned to the employer prior to the issue of a replacement item.
- (d) Uniforms must be returned to the employer before final pay on termination is paid out. If uniforms are not returned, 50% of the cost of replacements of the unreturned items will be deducted from the employee's final pay.
- (e) 3, 4 and 5 day employees shall be given three trousers/culottes and three shirts at commencement of employment. There after they shall be issued with up to a further three sets per year. Staff who work 1-2 days per week shall be issued with two trousers/culottes and two shirts per year which shall be reissued if needed. Employees regularly working extended hours may request an additional issue.

## **21. ANNUAL PRACTISING CERTIFICATE**

Where a nurse is required by law to hold an annual practising certificate, the cost of the certificate shall be met by the employer 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 a certificate is a requirement.
- (c) Any payment will be offset to the extent that the employee has received reimbursement from another employer.

## **22. TOOLS AND EQUIPMENT**

All tools and equipment issued shall remain the property of the Trust and shall not be removed from the premises except when the employees are engaged in the Trust's business.

## **23. VEHICLES**

Employees who have been provided with vehicles in order to perform their duties as specified, must only use them for the Trust's business in accordance with the Trust vehicle policy.

## **24. HEALTH AND SAFETY**

- (a) The employer is responsible for providing a safe and healthy working environment that complies with the relevant statutory requirements.
- (b) The employee is responsible for working in a safe manner that does not endanger herself/himself or other employees or equipment.
- (c) Employees who do become aware of damage or faults to equipment or the existence of other hazards that may endanger the health and safety of others shall immediately report such damage, fault or hazard to the employer.
- (d) Employees are required to follow all documented health and safety policies and procedures.
- (e) A workplace Health and Safety Committee with elected employee representatives shall be established in each workplace.

## **25. UNION PROVISIONS**

### **(a) Delegates**

- (i) CHT Healthcare Trust recognizes that the delegates of the Union parties to this agreement are the authorised representatives of Union members, and that their role as delegate includes recruitment, representing union members at disciplinary meetings, education, and attendance at meetings, negotiations and consultative forums. Reasonable paid ordinary time will be allowed for attendance at meetings with the employer, consultative forums with the employer and negotiations provided that prior approval has been granted by the employer; such approval shall not be unreasonably withheld.
- (ii) Letters advising union members of disciplinary meetings shall include the names of the union site delegates.
- (iii) Delegates elected to or appointed to National Union bodies shall also be granted up to 16 hours on pay per annum to attend to such duties.

### **(b) Access**

The union parties to this agreement shall be granted access to all CHT Healthcare Trust sites in accordance with sections 19 to 25 of the Employment Relations Act 2000.

### **(c) Deductions**

CHT Healthcare Trust shall deduct and remit union fees fortnightly if authorised by the employee. The unions will provide CHT with a list of CHT employees who are known as union members prior to, and at the conclusion of negotiations, however should a CHT employee wish to become a confidential union member, information about their union membership will not be passed on to CHT without the employee's permission.

### **(d) Superannuation**

The employer shall deduct and remit all deductions to the Iris Superannuation Scheme for

members who elect to join the scheme

**(e) Union meetings**

The Union parties to this agreement shall arrange and have approved by CHT Healthcare Trust four (4) paid hours per annum for Union meetings. The Union shall provide at least 14 days notice of the date, time and location of Union meetings unless the parties mutually agree to a lesser time.

Sufficient employees shall remain on duty to ensure that proper care of residents is maintained during the time of the meeting. Normal duties shall resume as soon as practicable following the conclusion of the meeting. The Union shall provide a list of the names of members that attend the meeting and advise the duration of the meeting.

**(f) Employment Relations Education Leave**

CHT Healthcare Trust shall grant paid employment relations education leave to union delegates or union members based on the following formula:

Full Time Equivalent Eligible Employees	Max. days of employment relations education leave the Union may allocate
1-5	3
6-50	5
51-280	1 day per 8 FTE or part of that number
281 or more	35 days plus 5 days for every 100 FTE or part of that number that exceeds 280

An eligible employee who normally works 30 hours or more equals 1 FTE.

An eligible employee who normally works less than 30 hours per week equals 0.5 FTE.

As of the 31<sup>st</sup> March each year the Union parties to the agreement shall notify CHT Healthcare Trust of the maximum number of employment relations education leave days, and the details of the calculation.

Employees who have been allocated employment relations education leave by the Union parties to the agreement shall advise CHT Healthcare Trust as soon as possible and not later than 14 days before the first day of such leave.

CHT Healthcare Trust shall not refuse an eligible employee taking employment relations education leave unless taking the leave on the dates notified would unreasonably disturb the organisation's business.

**26. TRAINING & DEVELOPMENT**

- (a) The Employer will provide in-service education for all employees.
- (b) Payment for attendance at the prescribed agreed programmes shall be at ordinary time rates.
- (c) The employees party to this Agreement agree to attend the prescribed and pertinent programmes wherever possible.
- (d) The Employer will ensure that care and support workers are able to attain:
  - The New Zealand Certificate in Health and Wellbeing level 2 (or equivalent) within the first 12 months of employment; and
  - The New Zealand Certificate in Health and Wellbeing level 3 (or equivalent) within the first 3 years of employment; and
  - The New Zealand Certificate in Health and Wellbeing level 4 (or equivalent) within the first 6 years of employment.

Support to attain these qualifications shall include paying the fees of training courses, providing no less than 2 days paid study leave per year and providing access to supervisors and assessors. CHT Healthcare Trust will take all reasonably practicable steps to ensure that the worker is able to attain the qualification as soon as is reasonably practicable.

- (e) The parties agree that employees are able to apply to their Manager for study leave for the purposes of professional development.

## **27. DISCIPLINARY & DISMISSAL PROCEDURES**

It is expected that employees will conduct themselves properly and competently in their work at all times.

The parties to this Agreement agree that the Trust Disciplinary Policies and Procedures will be used.

## **28. MANAGEMENT OF CHANGE**

- (a) The parties agree that consultative arrangements should be encouraged in the workplace and recognise that the delegates of the Union parties to this agreement are the authorised representatives of Union members, and that their role as delegate includes recruitment, education, and attendance at meetings, negotiations and consultative forums.
- (b) CHT Healthcare Trust shall meet with the union parties and union delegates to discuss the structure, functioning and timeframes of a consultative process to manage proposed changes when:
- CHT is considering contracting out, selling, leasing or transferring all or part of the organisation; or
  - CHT initiates a review of part of its operations which may result in significant changes to either its structure, staffing, or work practices;
- (c) If CHT decides to contract out, sell, lease or transfer all or part of the organisation, those employees performing laundry services who elect to transfer to the new employer, shall automatically become an employee of the new employer on the same terms and conditions as applied immediately before the specified date, including terms and conditions relating to whether the employee is employed fulltime or part-time, and their employment will be treated as continuous, including service-related entitlements.

The new employer will become a party to this Collective Agreement with respect to those workers.

Those employees performing laundry services, who elect to transfer to the new employer and who are subsequently declared redundant by the new employer for reasons relating to the restructuring, within 12 months of the transfer taking place, shall be entitled to redundancy compensation from the new employer as per Clause 27(e) of this Collective Agreement, including recognition of continuous service. The union reserves the right to bargain with the new employer for redundancy entitlements over and above those contained within this Collective Agreement.

All affected employees must be given a reasonable opportunity to exercise their right to elect to transfer to the new employer, or not to transfer. With respect to all other workers where CHT Healthcare Trust is unable to secure continuity of employment on substantially the same terms and conditions with the purchaser or contractor, the organisation shall meet with the union to discuss the options available to affected employees including:

- Attrition
- Leave without pay
- Retraining
- Reduction in hours



- Redeployment to a suitable like position within CHT Healthcare Trust
  - Redundancy severance
  - Job search assistance
  - Preparation of curriculum vitae
  - Provision of a certificate of service
  - Counselling
- (d) Information which will be given to employees and their representatives:
- Location of proposed surplus
  - Total number of proposed surplus employees
  - Date by which surplus will need to be discharged
  - Positions, gradings, names of affected employees
  - Availability, if any, of alternative positions in the Trust
- (e) Redundancy is a situation that occurs when the employment of an employee (i.e. not a casual, temporary or fixed term Agreement employee) is terminated by his/her employer if that action by the employer is attributable to the fact that the position filled by that employee has or will become superfluous to the needs of the employer.

If the employer declares an employee redundant after exhausting all of the options outlined in sub clause (c) above; then redundancy compensation shall be payable using the following formula:

- For the first six years of continuous service – the equivalent of 1 weeks pay for each full year of service;
- For the following four years of continuous service – the equivalent of 2 weeks pay for each full year of service;
- For any incomplete years of qualifying service, a pro-rata payment based on the number of completed months of service shall be paid.

Employees who are deemed to be surplus shall be given as much notification as possible, but not less than four weeks will be given unless special circumstances arise.

The maximum redundancy compensation shall not exceed the equivalent of fourteen (14) weeks' pay.

All compensation and other payments made pursuant to this clause shall be calculated at the employee's ordinary rate of pay as at the date that notice of redundancy is given.

For the purposes of this clause "ordinary rate of pay" means basic pay without overtime, penal rates or allowances.

There is no right to redundancy compensation where the employer:

- Transfers the employee to an alternative position with the employer on substantially the same terms and conditions of employment; or
- Sells, transfers or leases a business and the employees transfer to the new employer on substantially the same terms and conditions of employment.

## **29. SEXUAL AND RACIAL HARASSMENT**

- (a) Sexual and racial harassment is verbal or physical conduct of a sexual or racial nature by one person toward another and:
- The conduct is unwelcome and offensive and might reasonably be perceived as unwelcome and offensive;
- and

- The conduct is of a serious nature or is persistent, to the extent that it has a detrimental effect on the conditions of an employee's employment, job performance or opportunity.

(b) The parties agree that sexual and racial harassment are totally unacceptable.

### **30. EMPLOYMENT RELATIONSHIP PROBLEMS**

Definitions:

An "employment relationship problem" includes:

- a personal grievance;
- a dispute;
- any other problem relating to or arising out of the employment relationship;
- but does not include any problem with negotiating new terms and conditions of employment.

A "personal grievance" means a claim that an employee has:

- been unjustifiably dismissed;
- had his/her employment or conditions of employment, affected to his/her disadvantage by some unjustifiable action by the employer:
- been discriminated against in his/her employment: or
- been sexually harassed in his/her employment: or
- been racially harassed in his/her employment: or
- been subjected to duress in relation to union membership.

NOTE: The terms used in this clause have precise legal meanings which are set out in detail in the Employment Relations Act. Employees who believe they have a personal grievance should follow the procedure in Appendix C.

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

An employment relationship problem shall be dealt with in accordance with the procedure which is Appendix C to this agreement.

Should the employee wish to raise a personal grievance she/he must raise the grievance with his or her employer within 90 days from the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, which ever is the later.

### **31. VARIATION OF COLLECTIVE EMPLOYMENT AGREEMENT**

Where the parties to this Agreement agree, this Agreement may be varied in writing. Any changes to this Agreement can only be made with the written agreement of both the employer and the union party.

### **32. CONFIDENTIAL INFORMATION**

The employee shall not divulge or communicate any confidential information of the employer or connections of the employer, or of persons in the employer's care, except to persons lawfully entitled to receive such information either during employment or when employment ceases.

**33. TERM**

The agreement shall come into force on 1st July 2022 and shall, subject to the rights of either the employee or the employer to terminate employment, continue in force until 30th June 2023 when it shall expire.

**34. NON-UNION MEMBERS**

The parties agree that the following process will apply to the fixing of terms and conditions of non- union workers:

- A genuine bargaining process will take place between the employer and each individual worker who is not a union member; and
- The union parties agree that this process satisfies the employer’s obligation to consult with them pursuant to s. 59B (6) (b) of the Employment Relations Act, provided this process is applied to every non-union member who may be offered substantially the same terms and conditions as those set out in this collective agreement.

**35. INTERRAI ASSESSMENTS**

When a Registered Nurse has an interRAI assessment(s) that is due, they can apply to their Unit Manager or Clinical Coordinator for paid time off the floor to complete the assessment. The duration of time off the floor granted to the Registered Nurse will reflect the time the Nurse requires for completing the assessment.

The actual duration of paid time off duty will reflect the time the Nurse requires for completing the assessment. The following timeframes are to be used indicatively for the application and approval of time off the floor:

- New assessments (or assessments with significant changes): 2-4 hours
- Routine assessments: 1-3 hours

For the duration that a Registered Nurse is off the floor, they will be relieved of all other duties pertaining to their role. Time off the floor will not be unreasonably withheld. If a manager rejects a claim for time off the floor, the reasons for the rejection will be provided in writing. Planning for interRAI re-assessments should be done with the Clinical Co-ordinator in relation to the 6 monthly requirement for reassessment to ensure adequate staffing is available to carry out clinical duties.

The indicative timeframes will be reviewed 6 months after the introduction of the revised interRAI training manual.

**Signed on behalf of:**

	<b>CHT Healthcare Trust</b>	<b>New Zealand Nurses Organisation</b>	<b>E tū Incorporated</b>
Name	Carriann Hall	Justine Sachs	Raymond Wheeler
Signature			
Date	November 2022	November 2022	11 November 2022

## **Appendix A - Wages and Allowances**

- (a) Wage rates for Registered and Enrolled Nurses covered by this agreement to be increased from 1<sup>st</sup> July 2022 by 3%, as outlined in Table 1 below.

Wage rates for HCA, Activities Coordinators and Diversional Therapists are set in the Support Workers (Pay Equity) Settlements Amendment Bill, giving effect to a 3% increase from 1<sup>st</sup> July 2022, detailed in Table 2 below.

- (b) Pay Rate Progression for Care and Support Workers employed after 1<sup>st</sup> July 2017:
- Progression to level 2 will be on achieving the level 2 qualification
  - Progression to level 3 will be on achieving the level 3 qualification
  - Progression to level 4 will be on achieving the level 4 qualification

**Table 1**

Wage Scale for Registered and Enrolled Nurses	Wage Steps	Old Rate	New Rates from 1/7/22
	1	\$29.71	\$30.60
	2	\$32.11	\$33.07
	3	\$33.53	\$34.54
	4	\$35.33	\$36.39
	5	\$37.16	\$38.27
	6	\$38.97	\$40.14
	7	\$40.12	\$41.32
		Old Rate	New Rates from 1/7/22
Enrolled Nurse		\$32.45	\$33.42

**Table 2**

Healthcare Assistants, Activity Coordinators & Diversional Therapists employed on or AFTER 1/7/17		Rates applied from 1/7/2021	Rates applied from 1/7/2022
No qualification*	Level 1	\$21.84	\$22.49
Level 2 qualification*	Level 2	\$23.36	\$24.06
Level 3 qualification*	Level 3	\$25.39	\$26.16
Level 4 qualification*	Level 4b	\$27.43	\$28.25
Healthcare Assistants, Activity Coordinators & Diversional Therapists employed PRIOR to 1/7/17		Rates applied from 1/7/2021	Rates applied from 1/7/2022
<3 years service or no qualification	Level 1	\$21.84	\$22.49
3+ to 8 years service or Level 2 Qualification	Level 2	\$23.36	\$24.06
8+ to 12 years service or Level 3 qualification	Level 3	\$25.39	\$26.16
12+ years service achieved after 1 <sup>st</sup> July 2017 with no level 4 qualification	Level 4a	\$26.41	\$27.20
Level 4 qualification*	Level 4b	\$27.43	\$28.25

\*"Qualifications" are those recognized by NZQA or equivalent

Support to attain qualifications.

- CHT will provide level 2, 3 and 4 qualifications via an accredited provider. Staff members covered under the equal pay settlement will be enrolled with the provider at CHT's expense. Support for study will be provided through CHT's on-site assessors and through support from the training provider.
- Employees have a responsibility to notify employers when they have gained a qualification.
- Once achievement of a qualification has been confirmed by the production of a certificate new pay rates shall apply from the date the qualification was achieved, as recorded by the NZQA record of achievement. This clause is applied from 1<sup>st</sup> July 2018 and is not to be applied retrospectively.

#### Level 4a exemption

Existing care and support workers who reach 12 years current continuous service with the employer after 1 July 2017 and who have not achieved a Level 4 Certificate will move on to a "Level 4a" rate unless there are genuine reasons based on reasonable grounds that the employer did not provide the support necessary for the employee to achieve the Level 4 qualification, in which case the employee will be entitled to move to the Level 4b step (not Level 4a). Any dispute about the provision of the necessary support will be dealt with through the normal dispute resolution processes.

For clarity those care and support workers employed after 1 July 2017 will enter and progress through the pay scale on the basis of qualifications only and will not progress based on service.

- (c) Allowances to be increased by 25% to the rates outlined in the table below.

Classification	Weekend Allowance per Hour Worked		Night Allowance per 8 Hour Shift	
	From 1/7/2021	From 1/7/2022	From 1/7/2021	From 1/7/2022
Registered Nurse	\$6.00	\$7.50	\$7.20	\$9.00
Enrolled Nurse	\$5.00	\$6.25	\$7.20	\$9.00
Healthcare Assistant	\$4.00	\$5.00	\$7.20	\$9.00
Activities Co-ordinator	\$4.00	\$5.00		

- (d) Where a Registered Nurse is required to perform the duties of a Clinical Coordinator for a period greater than 1 week, the Registered Nurse shall receive an acting up allowance of \$2.00 per hour for all additional hours employed as a Clinical Coordinator.
- (e) Where a Medication Competent Healthcare Assistant is working a shift administering medications, the Healthcare Assistant shall receive a Medication Administration Allowance of \$2.00 per hour for the entire shift.

This allowance will become effective from the start of the first payroll period subsequent to the date of signing the Collective Employment Agreement 2022.

## **Appendix B - Wage Progression**

### **Appendix B Career Pathways Procedure**

#### **1. PRINCIPLES**

- 1.1 The CHT Career Pathways have been developed to meet the professional and organisational needs enhancing quality patient care, job satisfaction and the acknowledgement of clinical expertise. The pathways have been developed to ensure that progression is clear and achievable by all clinical staff
- 1.2 All clinical staff will participate in the Career Pathways. The structure and processes within the pathway will be applied in a consistent manner across the organisation. Progression for staff covered under the Care and Support Workers (Pay Equity) Settlement Act 2017 will be consistent with the Act and as described in Appendix A.
- 1.3 The management, monitoring and implementation of the pathways will be professionally monitored by nurses within the CHT organisation.
- 1.4 The Career Pathways will be based on clearly defined job descriptions, competencies and criteria, which will enable the recognition of expertise and clinical skills within the Registered Nurse and Enrolled nurse groups not covered under the Care and Support Workers (Pay Equity) Settlement Act 2017.
- 1.5 The Career Pathways competency assessments will be coordinated by the immediate manager. All managers carrying out competency assessment must have knowledge of the structure of the Career Pathways and performance assessment.
- 1.6 Progression through the pay scale for Healthcare Assistants, Activities Co-ordinators and Diversional Therapists following 1 July 2017 will occur immediately when a worker passes a service step or attains the applicable qualification as set out below:
  - Progression to Level 2 will be on achieving the Level 2 qualification or after the completion of 3 years current continuous service.
  - Progression to Level 3 will be on achieving the Level 3 qualification, or after 8 years current continuous service.
  - Progression to Level 4b will be on the achieving the Level 4 qualification.
  - Progression to Level 4a after 12 years current continuous service.
- 1.7 All employees will be required to have an annual staff appraisal and goal setting exercise for the next year;
- 1.8 Staff will have a right to a six monthly review meeting to discuss progress. This is to be initiated by staff member;
- 1.9 The competency assessment process will include self and management input;
- 1.10 An appeal system will be implemented within the progression process;
- 1.11 All criteria must be met to attain progression within the pathway;
- 1.12 Length of service will not be a criteria for Registered and Enrolled Nurses;
- 1.13 CHT will focus the training programme for clinical staff on the competencies required

to achieve progression on the pathway;

1.14 Staff returning from extended leave will be required to undergo a competency assessment within a timeframe agreed with their manager;

1.15 No quotas will apply to Career Pathways Framework.

## **2. EMPLOYEE RIGHTS**

2.1 Employees have the right to a fair and objective appraisal that provides honest feedback on their performance and recognises their achievements and contribution.

2.2 Employees shall have an annual appraisal but may request an additional appraisal at a lesser interval. Employees have the right to have their appraisal conducted in privacy without interruption (except in the case of an emergency).

2.3 The employee must be given at least 14 days notice of the appraisal date and time. If the employee is making an application for progression, the "Application for Progression" form and portfolio must be provided to the manager at least 7 days prior to the appraisal.

2.4 The appraiser and the Employee have the right to have a second person present at the interview.

2.5 Appraisals should be based on objective assessments of Employees performance and comments from Employees and the appraiser should be supported by evidence.

2.6 Employees shall be given the opportunity to read the appraisal record, and then sign it. If the Employee disagrees with the appraisal, they have the right to record their disagreement in the "Other Comments" section of the form, and request a review of the appraisal.

2.7 Employees have the right to have a copy of the completed appraisal record once the Employee's Manager has signed and recorded and action. No further comments shall be added to the record unless countersigned by both the employee and manager. A copy of the appraisal record will be retained on the employee's personnel file.

2.8 Employees have the right to apply to the CEO for a review of their appraisal.

## **3. APPRAISAL PROCESS**

3.1 The appraisal will be based upon the Competencies in the *Career Pathways* and will cover the following elements:

- **Section 1: Mandatory Training**  
The date Mandatory Training has been completed will be recorded. Where the training has not been completed this will be indicated on the form by putting "NC" in the Date Column.
- **Section 2: Assessment of Competency Levels**  
The appraiser will assess the level of the Employee's performance for each competency on the career pathway. In making this assessment the appraiser will review all evidence presented by the Employee and provide the Employee with evidence. The appraiser's evidence may be in the form of verbal feedback.

The employee shall have the opportunity to provide additional information during the appraisal.

Note: Staff have the right to apply for an appraisal at any time during the year.

- **Section 3: Employee Development**  
The appraiser and employee will record the employee's strengths and identified areas for development, review objectives achieved since the last appraisal and agree on objectives for the coming year. Any additional comments from the employee or the appraiser should be recorded before the record is signed.

#### **4. APPLICATION FOR PROGRESSION**

- 4.1 The Manager shall enter the date the application was received on the form. Any increase in wage rate will apply from the date of receipt of the application. If the Manager considers that there is insufficient information on which to base the assessment, the employee will be advised in writing that they have two weeks to provide the information. The Manager will identify the information which will be required. If the information is not provided within 2 weeks any increase in wage rate will apply from the date the required information is provided.

#### **5. CRITERIA FOR PROGRESSION**

- 5.1 An employee will be required to have met the criteria for all competency domains at the next level to be eligible for progression to that level. If all the criteria for progression have been met the manager will initiate a change of level.

#### **6. REVIEW PROCEDURE**

- 6.1 Employees can ask for a review of their appraisal or a review of a manager's decision not to grant a wage progression. Employees requesting a review will be required to write to the CEO stating what they want to have reviewed and their reasons for requesting that review. The employee may choose to involve a union delegate or support person in the review process.
- 6.2 The CEO will identify an individual or individuals suitably qualified to conduct the review, who shall not be that employee's immediate manager. The reviewer/s will be required to meet with the employee and the appraiser or manager. The objectives of the review will be to determine whether the process was fair and whether all of the information which should have been taken into account, has been considered. The reviewers shall limit their review to the concerns raised by the employee.
- 6.3 The reviewers will provide a written report to the CEO, which shall include their recommendations. The CEO may seek clarification of any point or require the reviewers to focus on particular issues. A final report will be provided to the CEO no later than 4 weeks after the review was requested.
- 6.4 The CEO will write to the employee within 1 week of receiving the reviewer's final report advising them of the outcome of the review. The employee will be provided with a copy of the reviewer's final report at that time.



## **Appendix C - Procedure to Deal with Employment Relationship Problems**

We can save time and help preserve our working relationship by solving our own problems as far as possible. The following are suggestions for what an employee might do if they think there is a problem, and what help is available.

- (a) **Clarify what the problem is from your point of view.** Make sure there really is a problem. Check your facts and make sure you have not assumed or misunderstood something.

You might discuss the apparent problem with family or friends or advisers, and find out what the law is and/or what our employment agreement says. You can:

- contact your union delegate or union
- get pamphlets/fact sheets from Employment Relations Service offices
- talk to a lawyer, community law office or industrial relations consultant.

- (b) **Talk to each other**

We should discuss the problem, either directly or through our representatives. You may bring a union official, friend, relative or colleague to support you in the discussion. We should make sure that we discuss the facts so that we can clear up any assumptions or misunderstandings.

- (c) **What are the next steps?**

If we have not resolved the problem by talking to each other, one or both of us can do some or all of the following things:

- We can contact Employment Relations Infoline, who may provide information and/or refer us to mediation.
- We can participate in mediation provided by the Employment Relations Service (or we can agree to get our own mediator).
- If we reach agreement, a mediator provided by the Employment Relations Service can sign the agreed settlement, and that will bind us.
- We can choose to have the mediator provided by the Employment Relations Service decide the matter for us, and if so, that decision will be binding on us.
- If mediation does not resolve the problem, either or both of us can take the problem to the Employment Relations Authority for investigation.
- The Employment Relations Authority may direct us to mediation if it thinks that will still be useful.
- The Authority can investigate and make a determination about the problem.
- If one or both of us is/are dissatisfied with the determination of the Authority, we can take the problem to the Employment Court for a judicial hearing. (The Court may also tell us to go back and have more mediation.)

Note that if the problem is a personal grievance, then you must raise it with us within 90 days after the action complained of, or the date you became aware of it, unless there are exceptional circumstances. (A personal grievance may arise where an employee believes he or she has been unfairly treated or unjustifiably dismissed.)

If the problem is about minimum entitlements under the law, you may ask a Labour Inspector to enforce your rights under minimum rights legislation, such as the Minimum Wage Act or the Holidays Act.