

COLLECTIVE AGREEMENT

CALVARY HOSPITAL SOUTHLAND LIMITED

NEW ZEALAND NURSES ORGANISATION INC

E Tū INC



1st July 2022 to 30th June 2023

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CALVARY HOSPITAL SOUTHLAND LIMITED -

COLLECTIVE AGREEMENT

1. TERM

This Agreement shall come into force on the 1st day of July 2022 and shall expire on the 30th day of June 2023.

2. COVERAGE

This Collective Agreement is made under the Employment Relations Act 2000 and is subject to the Act and applies to those employees employed to work in any of the positions listed in clause 27 who are members of either Union party to this agreement.

3. NEW EMPLOYEES

3.1 Any new employee who is offered employment by the employer in any of the positions outlined in clause 27 of this agreement, and who is not a member of either of the Unions, shall for the first 30 days of their employment have the terms and conditions of employment covered by this agreement.

3.2 If the new employee elects during those first 30 days to be covered under this agreement they shall join one of the Unions. That employee shall confirm their Union membership in writing to the employer.

4. PARTIES

- (a) The parties to this Agreement are **Calvary Hospital Southland Limited** (hereafter referred to as “the employer”)
And
E tū Inc. and The New Zealand Nurses Organisation (hereafter referred to as “the union”)
- (b) This Agreement replaces all previous understandings, agreements, customs and practices express or implied or contracts that may have applied between the parties and the employees covered by this agreement, before this agreement came into force and this agreement records the entire agreement between the parties as to the employee’s terms and conditions of employment.
- (c) The employer wishes the employee’s covered by this agreement to read and be aware of the matters set out in the attached Appendix A together with the Calvary House Rules as both form part of an employees terms and conditions of employment.
- (d) The parties to this Collective Agreement may, at any time while it remains in force agree in writing to the variation of any or all of its provisions. Any variation must be recorded in writing and indicate the date from when the variation applies.

- (e) The parties agree that the following process will apply to the fixing of terms and conditions of employment for employees who elect not to join the union and be covered by this agreement and that such process is an agreement pursuant to Section 59B (5) of the Employment Relations Act:
- (i) a genuine good faith bargaining process will take place between the employer and the individual employee; and
 - (ii) Non-union employees may be offered the same or substantially the same terms and conditions as those set out in this collective agreement.

5. HOURS OF WORK

Principles applying to hours of work

- (i) The residents require care 24 hours a day, 7 days a week, 365 days a year so shift work and rosters are required to ensure that care is provided at all times;
- (ii) Shift work is known to carry with it certain hazards including personal health effects, fatigue and disruption to employees ability to participate in normal life activities;
- (iii) The Health & Safety at Work Act 2015 section 6 (d) requires the employer to take all practical steps to prevent harm from occurring to employees from the way work is organised and therefore the employer shall ensure that rosters are developed to avoid the known risks to the employees who work the rostered shifts:
- (iv) In determining the staffing required per roster period the parties note the following:
 - The employer is required by the Aged Residential Care Contract to ensure that "...sufficient staff [are on duty] to meet the health and personal care needs of all Subsidised Residents at all times";
 - The employer (as a health care provider) is also required to comply with the Health & Disability Services (Safety) Act 2001 and the Health & Disability Standards – General Standard – NZS 8134.0:2008, Core Standard – NZS 8134.1:2008; Restraint Minimisation Standard – NZS 8134.2:2008 and Infection Control Standard – NZS 8134.3:2008 and the parties note that compliance with these standards include staffing criteria e.g. the Core Standard references staffing in Standard 3.3.1 and, 3.6.4;
 - The employer (as a health care provider) is encouraged to comply with the NZ Standards Indicators for Safe Aged-Care and Dementia-Care SNZ HB 8163:2005 including the Indicator for Monitoring service provider (direct care staff) levels as a minimum.
 - The Employer has agreed to actively participate with the Unions to lobby the Ministry of Health to have the above 2005 standards updated.
- (v) Therefore all rosters will be developed jointly and regularly reviewed by the employer and a union representative to ensure that both patient and staff safety are maintained at all times.

(a) Ordinary Hours of Work

- (i) The ordinary hours of work for all employees in any one week shall not exceed 40 hours, divided into 5 duties, none of which shall not exceed 8 hours;
- (ii) Should the employee choose and with the consent of the employer, an employee may be rostered greater than 8 hours per day or 40 hours per week.

(b) Breaks

- (i) No employee shall be compelled to work longer than 4.5 hours without a break;
- (ii) Within each 4 hours of duty the employee shall be entitled to a paid tea break of 15 minutes each. Coffee, tea, milk and sugar will be provided along with a suitable facility in which to take breaks;
- (iii) All employees who required to work between 4-8 hours per day shall be entitled to one unpaid 30 minute meal break per work period, unless by mutual agreement;
- (iv) Where there is only one registered nurse on duty in the Hospital wing at Calvary for the duration of an eight hour shift, they shall be paid an additional half hour at ordinary time in lieu of the normal meal break;
- (v) The registered nurse shall be entitled to eat a meal during the shift and shall not be required to carry out normal duties but shall be required to remain on the premises and attend to any on call requirements.

(c) Rosters

- (i) A roster will be posted 28 days prior to the commencement of that roster in each work area where the employees who will be working to that roster are employed.
- (ii) Rosters, once posted shall not be changed without mutual agreement between the employer and the employees concerned;
- (iii) Roster duties cannot be exchanged between employees except with the employers consent which shall not be unreasonably withheld but will take into account the parties needs including the preservation of a safe roster which maintains the necessary staff numbers and skill mix;
- (iv) Every employee shall have two periods of at least 24 hours off duty each week, and except in the case of an emergency these shall be consecutive;
- (v) An employee may request non-consecutive days off duty no more than once per week in every four weeks;
- (vi) An employee shall not be brought back on duty within 9 hours of the last duty finish time except by mutual agreement between the employer and the employee.

(d) Broken Shifts

- (i) The parties acknowledge that split shifts are not a desirable work practice and will be used as a last resort when developing the rosters;
- (ii) Where it is necessary for a broken shift to be worked, being a shift where the employee is required to take a break of more than one hour, the employee shall be paid a broken shift payment of \$5.08 per broken shift;
- (iii) Broken duties shall be completed within 14 hours computed from start time to finish time, including meal breaks. The employee shall be paid at time and one half for all hours worked over eight hours on the shift.

(e) Sleepover Duty

- (i) A registered nurse may by agreement complete a sleepover duty. The employees completing the sleepover shall remain on the premises between 11pm and 7am and will be available to work if called during this period;
- (ii) An employee who completes a sleep over and is not called to work shall be paid no less than the minimum wage for all the hours where the employee was on duty but not called to work;
- (iii) Where the employee is called to work whilst on a sleepover duty that employee shall be paid their normal hourly rate for all the time they were called to work unless that time is less than one hour;
- (iv) Any employee who has worked a sleepover duty shall not be rostered for duty again before 9 hours from the conclusion of the sleepover shift.

(f) Employee Protection

Employees who were employed prior to 5 June 1995 shall not have their existing hours of work changed except by mutual agreement between the employer and employees and any such agreement shall not be unreasonably withheld.

(g) New Positions or Additional Hours

Before considering appointment of new staff the employer undertakes to invite all existing staff to apply for relieving or new work that becomes available. The selection process will be conducted in a fair and equitable manner.

6. OVERTIME

- (a) All time worked in excess of 8 hours in a day or 40 hours in any week shall be overtime and shall be paid for at time and one half provided that clause 5 (a)ii does not apply.
- (b) Overtime will not be payable where, as a result of employees' swapping shifts or an employee requesting additional work, an employee works more than 8 hours in a day or 40 hours in any week.

- (c) "Week" in this Agreement shall mean the seven days computed from midnight to midnight covered by the pay week applicable to the particular employee.

7. HOLIDAYS

(a) 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 the posted roster

- (i) Public holidays shall be as specified in Section 44(1) of the Holidays Act 2003, i.e. 25th day of December, 26th day of December, 1st day of January, , 2nd day of January, Waitangi Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Anniversary Day (Tuesday following Easter), Matariki
- (ii) This clause does not apply to casual workers. Casuals shall be paid time and one half for working public holidays, with the exception of the 25th day of December which shall be paid at double time but shall not receive an alternative paid holiday.
- (iii) Where a permanent employee works on a Public holiday they shall be paid:
- | | |
|----------------------|---|
| 25th day of December | - double their ordinary hourly rate plus an alternative paid holiday. |
| Good Friday | - double their ordinary hourly rate plus an alternative paid holiday. |
| Waitangi Day | - time and one half their relevant daily pay plus an alternative paid holiday |
| Anzac Day | - time and one half their relevant daily pay plus an alternative paid holiday |
| Other days | -time and one half their relevant daily pay plus an alternative paid holiday |
- (iv) Should any of the holidays specified in sub-clause (i) of this clause be observed on the employee's normal working day during the currency of the employee's annual holiday, then such an annual holiday will be extended by one day for every such holiday and the employee shall be paid for every such day.
- (v) Where an employee works more than their normal rostered hours, overtime will apply as per 6(a).
- (vi) The alternative holiday must be taken on a day that would otherwise be a working day for the employee and will be paid at the employee's relevant daily pay for the day which is taken as an alternative holiday.
- (vii) Alternate holidays have to be taken within 12 months of becoming entitled. If an employee does not take their alternative holiday within 12

months of becoming entitled to the alternative holiday, the employee and employer can agree for the alternative holiday to be exchanged for payment.

- (viii) For those employees whose ordinary hours of work are between Monday and Friday inclusive, the holidays will be observed in accordance with the Holidays Act 2003. The Act provides for transference and observation of the holidays that would otherwise fall on a Saturday/Sunday to be observed on a Monday (or Tuesday). Provisions for work on these days for these employees shall be in accordance with (iii).
- (ix) If a public holiday falls on the rostered day off of a full-time employee they shall be paid an ordinary day's pay.
- (x) For those employees whose roster normally includes weekend work all public holidays, except for anniversary day, shall be observed on the day they fall
- (xi) Calvary will not agree to transfers of Public holidays

(b) Annual Holidays

- (i) Annual holidays for all employees covered by this agreement shall be as provided in the Holidays Act 2003.
- (ii) All employees, other than casuals, shall be entitled to 4 weeks annual leave. This may be taken at a time that may be mutually agreed between the employee and the employer.
- (iii) Annual leave can accumulate to a maximum of no more than 4 weeks, unless by mutual agreement on a case by case basis between Employer and Employee with a leave plan in place longer periods of accumulated leave can be approved.
- (iv) On completion of eight year's continuous service as a night shift employee the employee shall be entitled to an additional holiday of one week for the eighth and subsequent years. From 2 March 2005 this entitlement shall only apply to those employees covered by this agreement who at 2 March 2005 were in receipt of this entitlement.
- (v) Anticipated leave before an employee's leave year entitlement shall not be unreasonably with-held.
- (vi) Employees who have current entitlements to annual leave greater than as provided for in this Agreement shall not have their entitlements reduced while continuing in their employment at Calvary.
- (vii) The employer agrees that a minimum of 4 weeks paid annual leave per 12 months of service is essential for the rest and recreation needs of all employees. Therefore the employer agrees that they will not encourage requests from employees to sell back up to one week of their annual leave entitlement and will not grant such requests unless the employee persuades the employer that the circumstances justify it.

8. LONG SERVICE LEAVE

- (a) Any employee shall be entitled to special holidays as follows:
 - (i) One special holiday of one week after the completion of 10 years of current continuous service with the same employer to be taken within 12 months of becoming eligible
 - (ii) One special holiday of one week after the completion of 15 years of current continuous service with the same employer to be taken within 12 months of becoming eligible
 - (iii) One special holiday of three weeks after the completion of 25 years of current continuous service with the same employer to be taken within 12 months of becoming eligible
 - (iv) One special holiday of five weeks after the completion of 35 years of current continuous service with the same employer to be taken within 12 months of becoming eligible
- (b) If an employee does not take their long service leave within 12 months of becoming entitled to the leave, the employer will exchange the leave entitlement for payment.
- (c) All such special holidays provided for in sub-clause (a) of this Clause shall be paid for at the employee's ordinary rate of pay and may be taken in one or more periods as such shall be fixed by the employer after consultation with the employee.
- (d) If the employee, having become entitled to a special holiday, leaves her/his employment before such holiday has been taken, she/he shall be paid in lieu thereof at the ordinary rate.
- (e) Where the employer and employee agree long service leave will be paid in lieu of an employee taking long service leave.

9. BEREAVEMENT LEAVE / TANGIHANGA LEAVE

- (a) The employer shall approve bereavement leave on pay where an employee would otherwise have been on duty to discharge any obligations and or 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.
- (b) The employee will be entitled to five (5) days paid bereavement leave on the occasion of the death of a partner, spouse, parent or child.
- (c) The employee will also be entitled to three (3) days paid bereavement leave on the occasion of the death of a brother or sister, grandparent, grandchild, spouse's parent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-parent, step-brother, step-sister, step-child. At the manager's discretion or in any special case where the employee has had a close association with a person because of family or cultural requirements, or where the employee is responsible for making funeral arrangements, and

- (d) Be entitled to one day's paid bereavement leave on any other occasion where Management accepts the employee has suffered a bereavement.

10. SICK LEAVE

- (a) After six months current and continuous service employees shall be entitled to 10 working days paid at their relevant daily pay for the next 6 months and for each subsequent year of current continuous service 10 working days per year sick leave paid at the relevant daily pay on the occasion of sickness or injury of the employee, the employee's spouse or a person who depends on the employee for care.
- (b) Entitlement to paid sick leave is subject to the following conditions:-
 - (i) The employee shall produce a Medical Certificate for any period of Three days or more of absence and further certificates in case of extended illness.
 - (ii) The employee shall advise the employer prior to the commencement of the work period of her/his inability to work because of sickness.
 - (iii) Sick leave shall accumulate to a maximum of 30 days in total by carrying forward from any subsequent year's unused sick leave of up to 20 days. A year shall be calculated from the anniversary of commencement of work of the employee.
 - (iv) Sick leave taken on a public holiday shall be paid at the relevant daily pay
 - (v) Where an employee is on ACC for a non work related injury such employee can use their unused sick leave entitlement to cover the first week of absence.
 - (vi) Sick leave may be used to cover absences where an employee is required to attend specialist or diagnostic appointments. However, in the first instance employees will make every endeavour to change shifts to accommodate the appointment.
 - (vii) The employer may require a medical certificate verifying the illness or injury claimed by an employee within the three (3) consecutive day period if it has reasonable grounds to suspect the leave is not genuine. The employer will inform the employee as soon as possible after forming this suspicion and agrees to meet the reasonable costs of obtaining the medical certificate. If such support is not given, the employer may not pay for the sick leave claimed.
- (c) (i) Where an employee's sick leave entitlement has been exhausted the employer may at its sole discretion allow an application from an employee for additional leave on ordinary pay, calculated on the same basis as sick leave shall be granted to an employee where that employee finds it essential to stay home in the event of illness of the employee's spouse, or a dependent child or a dependent relative. The

employee shall produce a medical certificate for any period of more than two days of absence and further certificates in case of extended illness.

- (ii) Approval shall only be given in the event of an illness of his/her dependent children or dependant relative. It shall not be given if the employee has had advance notice of admission of hospital. Approval may not be given for absence on account of illness in the employee's family if another adult member of the family is able to attend to the sick child.
- (iii) Approval for additional leave shall not be unnecessarily withheld.
- (d) The leave referred to in Clauses 9 and 10 are not in addition to the leave provisions of the Holidays Act 2003.
- (e) Termination on Medical Grounds:
 - (i) The employer may consider termination of an employee's employment in situations where the employee is rendered incapable of the proper ongoing performance of their duties as a result of illness, injury or disability.
 - (ii) Before taking any action under this clause the employer may require the employee to undergo a medical examination by a registered medical practitioner, as agreed between the employer and employee, which will be paid for by the employer. Any reports or recommendations made available as a result of that examination will be taken into account as will any other relevant medical reports or recommendations which may be received or tendered on behalf of the employee.
 - (iii) In the event the employer and employee are unable to agree on a registered medical practitioner then the employer may nominate 2 or 3 doctors from which the employee must then select one to attend.

11. DOMESTIC LEAVE

Domestic Violence Leave shall apply pursuant to the Domestic Violence Victims Protection Act 2018.

Domestic violence may impact on an employee's attendance or performance at work. The employer will support staff experiencing domestic violence.

This support includes:

1. For those experiencing domestic violence, up to 10 days of paid leave in any calendar year to be used for medical appointments, legal proceedings and other activities related to domestic violence. This leave is in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

2. To support safety planning and avoidance of harassing contact, the employer will approve any reasonable request from an employee experiencing domestic violence for:

- changes to their span or pattern of working hours, location of work or duties;

- a change to their work telephone number or email address; and

- any other appropriate measure including those available under existing provisions for flexible work arrangements

An employee who supports a person experiencing domestic violence may take domestic leave to accompany them to court, to hospital, or to mind children.

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

Proof of domestic 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.

Domestic violence means domestic violence as defined by s2 of the Domestic Violence Act 1995.

12. PARENTAL LEAVE

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

13. TIME KEEPING

The employee will maintain such time recording systems as determined by the employer and as provided by the employer.

14. PAYMENT OF WAGES

- (a) **Wage Payment:** All wages shall be paid within office hours, weekly or fortnightly not later than three bank trading working days after the end of the pay period by direct credit to a Bank Account nominated by the employee or by such other method nominated by the employee. The employee shall be paid forthwith upon discharge except that in the case of summary dismissal wages shall be paid on the next working day.
- (b) **Wage Details:** The employee shall be advised details of how his/her 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.
- (c) **Deductions:** The employer shall be entitled to make a rateable deduction from the wages of an employee for absence due to the default of the employee, overpayment or for sickness in excess of paid sick leave entitlement or accident or for debts owing to the employer. This shall be done in consultation with the employee. Deductions in accordance with this Clause relating to a particular pay period may be made from wages relating to subsequent pay periods.

- (d) The non-resident employee shall be provided with a secure cupboard area specifically for the purpose of the safe-keeping of her/his belongings while on duty.
- (e) The payment of final wages on termination is subject to the employee returning all keys, uniform and equipment supplied by the employer, or the employer may deduct the residual value of unreturned items calculated by deducting 1/12th of the value of such items for each month since issue.

15. UNIFORMS AND CLOTHING

- (a) Uniforms will be supplied by the hospital and be required to be worn by the employee. All items supplied remain the property of the employer.
- (b) Protective clothing and rubber gloves shall be made available as necessary if the nature of the work so requires.
- (c) For the purpose of calculating the value of unreturned items at termination, the initial value shall be reduced by 1/12th for each completed month which has lapsed 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.
- (d) The employee is obliged to provide at the employee's own cost and to wear, when on duty, safe footwear and hosiery of a navy or flesh colour.

16. MEALS SUPPLIED

- (a) The employer may provide meals to employees whilst they are on duty. An employee shall be required to give the employer reasonable notice of the employee's request for a meal and shall pay the fee prescribed by the employer for such meals. Meals supplied to and consumed by the employee may be charged for by method of deduction from wages payable to the employee.
- (b) Tea, coffee, milk and sugar shall be available at meal/break times without charge to the employee.

17. TERMINATION

- (a) The employee or the employer may terminate the employment agreement with four weeks written notice, unless otherwise negotiated with the employer. Agreement for a shorter notice shall not be unreasonably held.
- (b) However the employer is entitled to terminate the employment at any time without notice in the event of serious misconduct.
- (c) Where either party does not give the required notice, one week's wages shall be forfeited or paid as the case may be by the defaulting party
- (d) No employee shall be dismissed without reason and before the employee, if they are a union member, has had the opportunity to be represented by their

union as to the substance of the employer's allegations against them and the fairness of any process that has been followed when investigating any allegation of wrong doing by that employee.

18. ABANDONMENT OF EMPLOYMENT

Where the employee is absent from work for a continuous period exceeding three days without the consent of the employer or without notice to the employer, she/he shall be deemed to have terminated her/his employment.

19. STUDY LEAVE / MEETINGS / IN SERVICE EDUCATION

- (a) The parties to this Agreement record their intention that the employee be given reasonable opportunity to undertake courses or study or training relevant to her/his employment. Leave, with or without payment, may be approved as deemed appropriate by the employer.
- (b) Employees required to attend compulsory meetings/in service education for the purposes of Calvary shall have this time regarded as work and shall be paid at the ordinary rate.
- (c) Calvary Hospital will take all reasonably practical steps to ensure a care and support worker are able to attain;
 - The New Zealand Certificate in Health and Wellbeing level 2 (or equivalent) within the first 12 months of employment
 - 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) with the first 6 years of employment

Support to attain these qualifications shall include providing 2 days of paid study leave per year and providing access to supervisors and assessors.

20 JURY SERVICE

Where the 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 -

- (a) That the employee produces the Court expenses voucher to the employer.
- (b) That the employee returns to work immediately on any day they are not actually serving on a jury.

21 POLICE CHECK

Prospective employees agree to a Police Check of them as a condition of appointment to a position at Calvary Hospital Southland Limited.

22. HEALTH AND SAFETY

In accordance with the Health & Safety at Work Act 2015 the employer and employee shall take all reasonable precautions for the safety and health of the employee. If the employee does become aware of damage or faults to equipment or the existence of other hazards that may endanger the health or safety of others she/he shall immediately report such damage, fault or hazard to the employer and the employer shall immediately repair any damage or fault and take all practicable steps to eliminate or minimise the known hazard.

23. ACCIDENT / INJURY REPORTING

The employee is required to report all accidents/injuries which occur arising out of/or in the course of employment in accordance with the employer's accident and injury reporting and investigation policy.

(a) **Procedure**

All accidents/injuries which occur arising out of or during the course of employment shall be reported to the employer/Nurse Manager/Clinical Coordinator or On Call Registered Nurse 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.

(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 forms by which application is made to ACC and copies of such other 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. Calvary shall provide ACC with earnings related information within 5 working days of receiving such request.

- (c) 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 employee's capability and level of fitness as determined in agreement with a medical practitioner, ACC and the employee.
- (d) An employee shall notify the employer immediately after they become aware that they may be suffering the effects of work related stress. The employee and the employer will co-operate by taking any necessary steps to reduce or remove the effects of such work-related stress.

- (e) The employees agrees to notify the employer immediately of any significant change to their work duties, place of work or work environment, in particular, where such a change which may, or is likely to, have an impact on the employee's health.
- (f) The employees agree to familiarise themselves with all emergency procedures adopted by the employer, and to follow those procedures in the event that such procedures are actioned.
- (g) The Employees agree to undergo a medical examination if required by the employer, by an appropriately qualified practitioner of the employer's choosing and at the employer's expense, for a second opinion in support of any claim for leave or compensation arising from a work injury. The employees consent to the Employer seeking and the practitioner providing, a report as to the nature and origin of the employee's injury, suitability for work including alternative duties, if available, and for the purposes of considering appropriate rehabilitation.

24. HARASSMENT

The employees and the employer recognise the undesirability of all forms of harassment including sexual harassment in the work place and that it constitutes unacceptable behaviour.

25. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

Definitions

Employment Relationship Problem includes a personal grievance, a dispute, and any other problem relating to or arising out of this employment relationship, but does not include any problem with the fixing of new terms and conditions of employment.

All employees shall be entitled to raise a personal grievance claim of unjustified dismissal regardless of whether or not an employee has been employed for more than 90 days.

Should it be found that there has been an unjustified dismissal reinstatement shall be the primary remedy.

Personal Grievance means a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, of duress in relation to membership or non-membership of a union or employees organisation.

Dispute means a dispute about the interpretation, application or operation of this employment agreement.

Raising a problem or a personal grievance

This clause sets out the process and services available to help resolve employment relationship problems.

- (i) For any employment relationship problem, the employee should advise the employer of the existence and nature of the problem as soon as practicable so that it may be resolved.
- (ii) If the employee considers they have a personal grievance the employee must raise the grievance, dispute or problem with the employer by making the employer aware of the personal grievance that the employee wants to have addressed. The employee may if they so choose have a union delegate or official present at the meeting.
- (iii) The employee must raise the personal grievance within 90 days after the action complained of, or the date the employee became aware of it, unless the employee makes an application to the Employment Relations Authority for leave to raise it outside of the 90 day period.
- (iv) If the employee wishes to raise the employment relationship problem with the employer in writing or the matter is not resolved when the employee raises the problem with the employer, the employee should submit to the employer written notice of the personal grievance, dispute or problem, covering the following points:-
 - (a) details of their grievance, dispute or problem; and
 - (b) why they feel aggrieved; and
 - (c) what solution they seek to resolve the grievance, dispute or problem.
- (v) If the employment relationship problem cannot be resolved (within 21 days of raising it) between the employer and the employee, then either party may request assistance from the Department of Labour who may provide mediation services.
- (vi) If the problem is not resolved by mediation, the employee may apply to the Employment Relations Authority for investigation and resolve if it is satisfied that the parties have first attempted to resolve the problem in good faith, through mediation.
- (vii) The preceding processes do not preclude the problem from being referred to the Employment Authority without first obtaining mediation assistance.

26. INDUSTRIAL RELATIONS

- (a) Authorised representatives of the Union parties to this Agreement shall be entitled to enter the workplace at reasonable times to meet and talk with members and employees who may be entitled to become members. When a union representative enters the workplace they will:
 - (i) Advise the Manager that they are entering the workplace; and
 - (ii) If the Manager is not present the union representative will leave a note advising the Manager of the visit; and

- (iii) Comply with all Notices in the workplace including notices about restricted entry due to the presence of noro virus, for example; and
 - (iv) Comply with all health & safety and security requirements; and
 - (v) Respect resident's bedrooms as private spaces; and
 - (vi) Avoid taking staff off the floor or away from their normal work without the consent of the appropriate manager, such consent not to be unreasonably withheld.
- (b) The employer shall deduct from the employee's wages and remit to their designated Employee Organisation membership dues regularly if requested to so do by the employee.
- (c) The employer shall release from work up to four employees (if it is the employees' normal working day) to attend Employment Agreement negotiations and payment for the time shall be negotiated prior to the negotiations commencing.
- (d) The employees' respective union representative shall give a minimum of seven days notice to the employer as to the employees attending such negotiations.
- (e) Employment Relations Education Leave
- i. The Employer shall grant leave on pay for employee's party to this collective agreement to attend courses authorised by NZNO/E tu to facilitate the employee's education and training as employee representatives in the workplace.
 - ii.

FTE eligible employees as at 1 March each year	Maximum number of days of employment relations education leave that we are entitled to allocate as a union
1 – 5	3
6 – 50	5
51 – 280	1 day for every 8 FTE eligible employees or part of that number
281 or more	35 days plus 5 days for every 100 FTE eligible employees or part of that number that exceeds 280

- iii. For the purposes of this clause, calculating the number of full-time equivalent eligible employees employed by an employer –
 - 1. an eligible employee who normally works 30 hours or more during a week is to be counted as 1;

2. an eligible employee who normally works less than 30 hours during a week is to be counted as one-half
 - iv. NZNO/E tū shall send a copy of the programme for the course and the name of employees attending at least 14 consecutive days prior to the course commencing.
 - v. The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.
 - vi. The provision of Part 7 of the Employment Relations Act 2000 shall apply where any provision or entitlement is not provided for, or is greater than specified in the clauses above.
- (f) Paid Meetings
- (i) NZNO and E tū members shall be entitled to four hours paid time off to attend NZNO and E tū meetings in each calendar year provided that each of the following conditions is fulfilled:
 - a. At least 14 days' notice of the meetings shall be given.
 - b. Work shall resume as soon as practicable after the finish of the meeting.
 - c. NZNO and or E tū will consult with the employer to ensure that the employer's business is able to be maintained during any NZNO/ E tū meeting.
 - (ii) The provisions of this clause shall be inclusive of any legislative entitlement to paid union meetings.
- (g) The Employer accepts that employee delegates are the recognised channel of communication between the Union and the employer.
- (h) The employer agrees that union delegates have a role to play in the orientation of new staff and therefore will ensure that the union delegates are notified when new staff are appointed and are given an opportunity to meet with new staff to advise them about the unions in the workplace and the fact of the Collective Agreement

27. REDUNDANCY

- (a) Redundancy is defined as a situation where an employee's employment with the employer is terminated by the employer, the termination being attributable wholly or mainly to the fact that the position filled by the employee is or will become superfluous to the needs of the employer.
- (b) Where the employer declares an employee's position redundant, the employer shall where practicable give the employee four weeks notice of termination of employment due to redundancy. If such notice is not given payment in lieu shall be made by the employer.
- (c) In the event of a redundancy occurring either with the employer or following a transfer to a new employer an employee shall in addition to the period of notice

provided for in clause 23.2 be entitled to redundancy compensation calculated at the rate of 2 weeks ordinary pay for the first year of service and one weeks pay for each complete year of service thereafter up to a maximum of 7 years service.

- (d) Where the employer sells, transfers, contracts out or reorganises all or any part of its business (restructuring) and an affected employee is employed in cleaning, food catering, orderly or laundry services the following process will be used:-
 - (i) The employer shall advise the employee and their Union of the intended date of sale, transfer or contracting out and a date by which the employee must also make the decision as to whether or not to transfer to the new employer (the 'election date'). The 'election date' shall be no later than 1 week before the actual completion date of sale, transfer or contracting out.
 - (ii) Prior to the election date, an employee may bargain with the employer for alternative arrangements with the employer. Where agreement is reached the alternative arrangements shall be recorded in writing and the employee waives any further right to elect to transfer to the new employer.
 - (iii) If an employee does elect to transfer to the new employer, their employment with the new employer shall be treated as continuous, and any service related benefits that accrued within the current employment shall continue to apply.
 - (iv) In the event of an employee electing to transfer, the employee shall transfer to the new employer on the specified date of transfer to the new employer, which shall be the date of the sale, transfer or contracting out.
- (e) Where an employee transfers to a new employer on similar terms and conditions of employment this will be treated as a technical redundancy. Four weeks notice of termination of employment on the grounds of redundancy will be given and no redundancy compensation shall be payable to the employee.
- (f) Where an employee decides not to transfer to the new employer, the employer shall give the employee four weeks notice of termination of employment on the grounds of redundancy and the employee shall be entitled to redundancy compensation calculated at the rate of 2 weeks ordinary pay for the first year of service and one weeks pay for each complete year of service thereafter up to a maximum of 7 years service.
- (g) Where the employer sells, transfers, contracts out or reorganises all or any part of its business (restructuring) and an affected employee is not employed in cleaning, food catering, orderly or laundry services the following process will be used:-
 - (i) The employer will, subject to the requirement to protect commercially sensitive information, notify the employee that restructuring is a possibility as soon as is practicable; and
 - (ii) The employer will negotiate with the proposed new employer to attempt to secure a transference of the employee to the new employer on similar terms and conditions of employment with service being treated as continuous; and
 - (iii) The employer will advise the employee of a possible transfer date and his/her right to decide whether or not to transfer on the terms offered by the new employer.

- (h) Where the employee transfers to a new employer on similar terms and conditions of employment this will be treated as a technical redundancy. Four weeks notice of termination of employment on the grounds of redundancy will be given and no redundancy compensation shall be payable to the employee.
- (i) Where the employee decides not to transfer to the new employer, the employer shall give the employee four weeks notice of termination of employment on the grounds of redundancy and the employee shall be entitled to redundancy compensation calculated at the rate of 2 weeks ordinary pay for the first year of service and one weeks pay for each complete year of service thereafter up to a maximum of 7 years service

28. CLASSIFICATIONS OF EMPLOYEES

The following designations are defined to indicate the qualification and expertise appropriate to each class of employee specified in the wage scales in Clause 27 hereof:

- (a) "**A Caregiver**" is an assistant to the nursing team performing simple nursing tasks relating to patient care under the direction and supervision of a registered nurse who shall be accountable for that patient care.
- (b) "**Enrolled Nurse**" means a person whose name is on the roll in New Zealand as an Enrolled Nurse/Nurse Assistant who holds a current annual practising certificate and works under the supervision of a registered nurse.
- (c) "**Registered Nurse**" means a person who is registered in New Zealand as a nurse and holds a current annual practising certificate.
- (d) "**Senior Staff Nurse**" means a registered general and obstetric nurse, a general nurse, a comprehensive nurse or a psychiatric nurse and who holds a current annual practising certificate and who has served as a staff nurse for one year after registration in an approved hospital.
- (e) "**Domestic Worker**" is an employee primarily engaged on domestic duties Including cleaning and laundry.
- (f) "**Cook**" is an employee primarily engaged in cooking and some kitchen cleaning duties.
- (g) "**Kitchen Hand**" is an employee primarily engaged to do kitchen duties.
- (h) "**Diversional Therapist**" is a person who is a registered Diversional Therapist and holds a current annual practicing certificate. They promote the improvement of leisure and recreation by reducing barriers and providing opportunities to the older person.
- (i) "**Activities Coordinator**" is a person who assists decision making and participation when developing and managing recreational programmes. They work under the direction of the Diversional Therapist.

- (j) **“Physiotherapist/Physiotherapist Aid”** is a person who assists the physiotherapist to provide physiotherapy services in a safe effective and efficient manner.

29. WAGES SCHEDULE

- (a) **Weekly Rates:** The minimum weekly rates of wages for full-time employees shall be in accordance with the following scales. The years shown count from completion of training, registration or certification as the case may be, or, for grading's of Caregivers and for those above that of senior staff nurse years of experience in the capacity concerned. For the purpose of this clause "year" means 12 months employment (including any periods of holiday or other approved leave of absence)
- (b) Calvary Board and management has agreed to the Equal Pay Case (endorses the decision of the Employment Court) and Living Wage Campaigns in principle
- (c) The employer shall increase the printed wages by the percentage agreed.

Caregiver/Activities Coordinator/Physiotherapist Aid scale

Level	2021/22 Rates expired 30 June 2022	New Legislated Rates for 2022/23
L0	\$21.84	\$22.49
L2	\$23.36	\$24.06
L3	\$25.39	\$26.16
L4(a)	\$26.41	\$27.20
L4(b)	\$27.43	\$28.25

	July 2021/2022	July 2022/2023
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<i>Kitchen Hand/ Domestic</i>		
Step 1	\$ 20.50	\$ 21.50
Step 2	\$ 21.50	\$ 22.50
Step 3	\$ 22.75	\$ 23.80
Head Cleaner		\$ 26.00
<i>Cooks</i>		
Step 1	\$ 20.91	\$ 25.40
Step 2	\$ 21.18	\$ 27.10
Step 3	\$ 24.00	
<i>Enrolled Nurse</i>		
Step 1	\$ 28.00	\$ 29.50
Step 2	\$ 28.60	\$ 30.00
Step 3	\$ 29.30	\$ 31.00
Merit step	\$ 30.00	\$ 32.00
<i>Registered Nurses</i>		
Step 1	\$ 32.00	\$ 34.00
Step 2	\$ 33.50	\$ 35.50
Step 3	\$ 35.00	\$ 37.00
Step 4	\$ 36.60	\$ 38.60
Step 5	37.50	\$40.00

EN's with limits / conditions (Non Transitioned) on their practicing certificate will be capped on step 2

30. ALLOWANCES

(a) Higher Duties Allowance

Any nurse who is required to undertake and carry out the responsibility of a position graded higher than the nurse's own for a period of more than 10 working days shall be paid the difference between the lowest rate appropriate to the higher position and the nurse's substantive rate for all of the duties concerned.

Any Cook acting as Duty Leader whilst in charge of the Kitchen shall be paid a Duty Leader Allowance of \$1 per hour.

(b) Night Duty Allowance

Where an employee's whole duty is worked between the hours of 9.00 pm and 8.00 am a payment of **\$10.00** per night duty shall be paid. This rate will apply from 1st September 2022.

(c) Saturday Duty Allowance

Where an employee is rostered to work and works over 4 hours between midnight Friday and midnight Saturday, a \$30.00 Saturday duty allowance shall be paid.

Where an employee is rostered to work and works up to and including 4 hours between midnight Friday and midnight Saturday, a \$15.00 Saturday duty allowance shall be paid.

However, no employee shall be entitled to more than \$30.00 Saturday duty allowance in respect of work undertaken on any one Saturday.

(d) Sunday Duty Allowance

Where an employee is rostered to work and works over 4 hours between midnight Saturday and midnight Sunday, a \$30.00 Sunday duty allowance shall be paid.

Where an employee is rostered to work and works up to and including 4 hours between midnight Saturday and midnight Sunday, a \$15.00 Sunday duty allowance shall be paid.

However, no employee shall be entitled to more than \$30.00 Sunday duty allowance in respect of work undertaken on any one Sunday.

(e) On-Call Allowance

Any Registered Nurse who is required to be on-call during otherwise off-duty times shall be paid an on-call period allowance in accordance with the following scale.

Monday to Friday	\$20.32
Saturday/Sunday	\$25.40
Public Holidays	\$25.40

If the manager or the clinical nurse manager is not available then a senior RN will be appointed to the position for the required 24 hour period.

(f) Practising Certificate

- (i) Where an employee is required by law to hold a practising certificate, the employer will pay the full amount, either by way of reimbursement or direct payment for practising certificates for registered and enrolled nurses.
- (ii) It shall be each employee's responsibility that they ensure, where employed as a Staff, Registered or Enrolled Nurse that they are registered with the NZ Nursing Council, hold a practising certificate and are at all time competent to practice and are fit for registration as defined in the Health Practitioners Competence Assurance Act 2003.
- (iii) Failure to comply with Clause 29 (f) (ii) may constitute serious misconduct and may render an employee liable to summary dismissal.

31. DEFINITIONS

- (a) A full-time employee is a person engaged to work 40 hours per week on a permanent basis in accordance with the four weekly roster.
- (b) A part-time employee is a person engaged to work less than 40 hours per week on a permanent basis in accordance with the four weekly roster.
- (c) A casual worker is a person who has no permanent days or hours of work and is engaged to work on a casual basis.
A casual worker has no on-going employment relationship.
- (d) "Permanent" means an on-going basis of hours and/or position.
- (e) "Temporary/Fixed term Employee" is a person who is employed for a specific project or purpose for a finite period of time not less than four (4) weeks and for which notice is known two(2) weeks in advance. A temporary employee shall on commencement of employment be given a starting time and a finishing date in writing. Should the project or purpose cease before the finishing date then the termination clause will be applied. The Agreement may be extended for a further finite period by mutual agreement.

32. HEALTHY WORKPLACES

The parties to this collective agreement agree that all employees should have a healthy workplace.

- a) Achieving healthy workplaces requires:
 - i. Having the appropriate levels of staff, skill mix, experience, and resourcing to achieve a match between demand and capacity
 - ii. Systems, processes and work practices that ensure efficient scheduling and a credible, consistent and timely response to variance in demand
 - iii. A workplace culture between employees and their managers that reflects an understanding and actively advocates a balance between safe quality care, a safe quality work environment and organisational efficiency.
 - iv. Recognition that everyone can be a leader by using the authority (expertise) vested in their role to participate and constructively engage with others.
 - v. The development of a learning culture that emphasizes employees at all levels being given the opportunity to extend their knowledge and skills, as identified in their performance development plans where they are in place.
 - vi. Appreciation that good patient outcomes rely on the whole team and that teams need opportunities to work and plan together.
 - vii. Having the right tools, technology, environment and work design to support health and safety and to ensure effective health care delivery. This includes the opportunity to be involved in the decisions about what is needed and when.
- b) Within 6 months of ratification of the Collective Agreement a Joint NZNO/E tu /Employer Healthy Workplace Group(s) will be implemented.

- c) To facilitate the effectiveness of the Group(s) the Employer and NZNO/E tu will develop terms of reference and agreed processes to support employees and to guide managers in the event there are healthy workplace issues.

33. CONSULTATION AND MANAGEMENT OF CHANGE

The parties to this collective agreement accept that change in the health service is necessary in order to ensure the efficient and effective delivery of services in Aged Care. They recognise a mutual interest in ensuring that health services are provided efficiently and effectively, and that each has a contribution to make in this regard.

- (i) Regular consultation between the employer, its employees and the union is essential on matters of mutual concern and interest. Effective communication will allow for:
 - Improved decision making
 - Greater cooperation between employer and employee
 - A more harmonious, effective, efficient, safe and productive workplace
- (ii) Therefore the parties commit themselves to the establishment of effective and ongoing communication on all employee relations matters.
- (iii) Prior to the commencement of any significant change in staffing, structure or work practices, the employer will identify and give reasonable notice to employees who may be affected and to the unions to allow them to participate in the consultative process so as to allow substantive input.
- (iv) Reasonable paid time at ordinary time shall be allowed for employee delegates or representatives to attend meetings with management and to consult with employees to discuss issues

Consultation Process



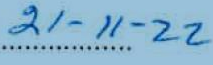
- (i) Consultation involves the statement of a proposal not yet finally decided upon, listening to others, considering responses and deciding on a plan of action and outcomes.
- (ii) This process must be given sufficient time.
- (iii) Parties must provide sufficient, precise and relevant information to facilitate informed decision making.
- (iv) Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
- (v) However the final decision shall be the responsibility of the employer.
- (vi) The process of consultation for the management of change shall be as follows:

- (a) The initiative being consulted about should be presented by the employer as a “proposal” or “proposed intention or plan” which has not yet been finalised.
- (b) Sufficient information must be provided by the employer to enable the party/parties consulted to develop an informed response.
- (c) Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which such a decision needs to be made.
- (d) Genuine consideration must be given by the employer to the matters raised in the response.
- (e) The final decision is the responsibility of the employer.

34. UNITED CREDIT UNION

Where an employee who is a Union member makes a request in writing, the Employer will make weekly deductions from the employee wages to their United Credit Union account.

SIGNATORY PARTIES UPON MAKING OF AGREEMENT

Signed by the parties this		day of 2022
		
On behalf of the New Zealand Nurses Organisation Inc		Date
		
On behalf of E tū		Date
		
On behalf of Calvary Hospital Southland Ltd		Date

APPENDIX A

A OUR MISSION STATEMENT

MISSION STATEMENT

The Mission is to make visible the healing presence of Christ in the midst of human suffering in union with Mary on Calvary by her example and by prayer, compassion and solidarity and by:

- upholding the fullness and the sacredness of life
- reverencing the value, culture and integrity of each person, especially the dying;
- being a nurturing and life-giving presence in today's world and by upholding the moral position of the Catholic Church in the operation of the Calvary Hospital;
- providing a centre of excellence in health care;
- providing for the care of the aged, the sick and the dying for the benefit of the people of Southland without regard to religious affiliation.

B CALVARY HOSPITAL AND INDEPENDENT FLATS FOR THE FRAIL ELDERLY

The complex is owned by Calvary Hospital Southland Foundation managed and administered by the Board of Directors of Calvary Hospital Southland Limited whom comprise:

Chairman:	Mr F More
Board Members	Mr P O'Brien Mrs H Young Mr M O'Connor Mr N Lewis Mrs I Radka Ms S Hannan Mr F O'Boyle

Calvary Hospital was built especially for nursing the older adult and terminally ill patients.

Its function is to care for the aged sick and dying. It is a fully staffed hospital well equipped for heavy terminal nursing care.

Every endeavour is made to maintain the highest standard of medical nursing care and at the same time advance and disseminate knowledge of new techniques in this field.

There are 42 beds in the Hospital and 30 residential beds and patients are admitted on a basis of need without regard to religious denomination.

Flats comprise of eight units which can accommodate a couple or single person per unit; frail elderly.

Calvary Hospital Southland Limited employs a Nurse Manager who is responsible to the Board of Directors for the day to day performance of the Hospital and Flats complex.

C QUALITY ASSURANCE

Quality Assurance is an important discipline within Health Care Services.

Calvary Hospital introduced a Quality Assurance programme in early 1990. Quality Assurance at Calvary Hospital is aimed at maintaining a high standard of care and service to patients and their significant others, within our available resources. Staff commitment is vital as only individual involvement and effort will ensure quality of care is assured. Staff will be actively involved in the Quality Assurance programme in the form of:

Participation of Quality Circles;

Staff Meetings;

Development and Review of Standards, Procedure Manuals;

Care Methods;

Facilitating change through the Quality Assurance method of monitoring, planning, implementation and reviewing the use of nursing process (where applicable);

Surveys, formal reviews and audits;

Case/Care reviews;

Annual performance reviews;

Reporting accidents and incidents;

Accurate documentation in relation to patient care or hospital business;

Attending education sessions where indicated;

Meeting time-frames for assignments (as able) and providing reports as required.