



**CENTRAL OTAGO HEALTH SERVICES LTD/**

**NZNO**

**NURSING / ADMINISTRATION**

**COLLECTIVE AGREEMENT**

**1 NOVEMBER 2023 TO 31 OCTOBER 2024**

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# COHSL / NZNO Collective Agreement

## 1.0 *Parties*

In accordance with the Employment Relations Act 2000 this collective agreement is made:

BETWEEN: Central Otago Health Services Limited

("The Employer" or "COHSL")

AND:

The New Zealand Nurses Organisation (NZNO)

(The "Union")

## 2.0 *Coverage and Application*

- 2.1 This is a collective agreement (CA) that is made pursuant to the Employment Relations Act 2000. This CA shall apply to all employees who are members of NZNO and who are employed by COHSL in the following positions:

Nurses in designated senior nursing positions  
Registered Nurses  
Enrolled Nurses  
Administration positions  
Health Care Assistants

- 2.2 There are exclusions to the coverage described above as follows:  
Director of Nursing

- 2.3 The parties agree that any employee whose work is covered by the coverage clause of this agreement (clause 2.1-2.2 above), who is engaged by the employer between the date this agreement comes into effect and the expiry date shall be offered information about becoming a member of the union which is a party to this agreement, as supplied by that union. The new employee shall from the date of becoming a union member, be entitled to all benefits, and be bound by all the obligations, under this agreement. Further to this, the provisions of Section 62 of the Employment Relations Act 2000 shall apply.

If an employee covered by this agreement leaves the employment of the employer, then they shall no longer be covered by this agreement.

- 2.4 When employing new members who fall within the coverage of this collective agreement as it applies to nursing positions the employer will not agree to a trial provision as defined in section 67a of the

ERA 2000. The employer may consider the use of the trial period for new employees who fall within the coverage of this agreement as it applies to administration staff.

- 2.5 Existing employees who are covered by the coverage clause of this CA (clause 2.1) and not specifically excluded (clause 2.2) who become members during the term of the CA shall, from the date of becoming a union member, be bound by all benefits and obligations relating to employees under this CA subject to the restrictions set out in the Employment Relations Act 2000.
- 2.6 **Impact on Individual Employment Agreements:** Where an employee on an individual employment agreement elects to be bound by this CA, their previous terms and conditions of employment shall no longer apply unless otherwise agreed between that employee and the employer.
- 2.7 **Savings:** Nothing in this CA shall operate as to reduce the ordinary (T1) salary rate applying to any employee at the date of this CA coming into force unless specifically agreed between the parties during the negotiations.
- 2.8 **Non-Waiver Understanding:** Failure by either party to enforce any right or obligation with respect to any matter arising in connection with this agreement shall not constitute a waiver as to that matter, or any other matter, either then or in the future.
- 2.9 COHSL undertakes not to reduce nursing numbers solely on the basis of the additional costs of employing nurses under this agreement.

### **3.0 Term**

This CA shall come into force on 1 November 2023 and shall expire on 31 October 2024

### **4.0 Variation of this Collective Agreement**

Any variation to this CA shall be mutually agreed between both parties and such variation shall be in writing and signed by both parties. Both parties shall be informed of and provided with relevant information about any proposed variation.

### **5.0 Definitions**

"Casual employee" means an employee who has no set hours or days of work and who is normally asked to work as and when required. Casual employees cannot be used to replace genuine permanent or temporary situations except to meet business requirements when no other alternative is available.

"Designated Senior Nurse" means a nurse who is appointed to a designated senior position.

"Duty/shift" means a single, continuous period of work required to be given by an employee, excluding on-call. A duty shall be defined by a starting and finishing time. Duties shall be morning (AM), afternoon (PM), swing duties or night duties.

"Employee" means any person employed by the employer and whose position is covered by this CA.

"Employer" means COHSL.

"Enrolled nurse" has the same meaning as in the Health Practitioners' Competence Assurance Act 2003 and its successors.

"Full time employee" means an employee who works not less than the "ordinary" or "normal" hours set out under "hours of work" in this CA.

"Night Duty" means any duty in which part of the duty is worked between midnight and 5:00am on any day of the week.

"Nurse" and "nursing staff" includes all employees covered by this CA who:

- 1) are qualified for registration under the Health Practitioners' Competence Assurance Act 2003 and its successors as comprehensive, psychiatric, psychopaedic, general and/or obstetric nurses, or midwives; or
- 2) are qualified for enrolment in terms of the Health Practitioners' Competence Assurance Act 2003 and its successors as enrolled nurses; or
- 3) are undergoing a course of training prescribed by the registration body (Nursing Council) with a view to registration as aforesaid: or
- 4) are employed as Health Care Assistants.

"Ordinary time hourly rate of pay" shall be 1/2086, correct to two decimal places of a dollar, of the yearly rate of salary payable. T1 refers to the ordinary hourly rate of pay; T1.5 refers to one and a half times the ordinary hourly rate of pay; and T2 refers to double the ordinary hourly rate of pay.

"Part-time employee" means an employee, other than a casual employee, who is employed on a permanent basis but works less than the ordinary or normal hours prescribed in this CA. Any wages and benefits, e.g. leave, will be pro rata according to the hours worked unless specifically stated otherwise in this CA.

"Registered Nurse" means a person as defined by the Health Practitioners' Competence Assurance Act 2003 as a Registered Nurse.

"Relevant Daily Pay" has the meaning as provided by the Holidays Act 2003. "Service" means the current continuous service with the employer COHSL.

"Shift work" is defined as the same work performed by two or more employees or two or more successive sets or groups of employees working successive periods.

"Temporary/Fixed Term Employee" means an employee who is employed for a specified limited term for a specified project, situation or event, or, **for example**, to replace an employee on parental leave or long-term accident or sickness. There is no expectation of ongoing employment. Temporary agreements must not be used to deny staff security of employment.

"Week" is defined as midnight Sunday/Monday to midnight Sunday/Monday, for the purpose of calculating the pay week and "fortnight" has a corresponding meaning involving two successive weeks.

"Health Care Assistant (HCA) means an employee who is an auxiliary to the nursing team, and able to perform tasks in their position description relating to patient care and who works under the direction of a registered nurse.

## **6.0 *Hours of Work***

The parties note that the Health & Safety at Work Act 2015 requires the employer to take all practical steps to prevent harm occurring to employees from the way work is organised.

In designing and implementing shift rosters to meet service needs, the employer shall ensure the disruption, personal health effects and fatigue associated with shift work are minimised for the group of workers involved.

The employer will endeavour to ensure safe staffing levels and appropriate skill mix.

- 6.1 The ordinary working hours of an employee employed full-time shall be 80 per fortnight.
- 6.2 Employees will normally work 8 hours a day/shift in duration, except that part-time employees by mutual agreement between the employer and the employee, may work shifts of no less than 4 hours. This may be varied by mutual agreement between the employer and the employee without the application of penal rates.
- 6.3 The pay period shall commence at the beginning of the Sunday/Monday night shift.
- 6.4 All duties must commence between 0600 and 2315 hours. Duty hours must be consecutive except for unpaid meal breaks.
- 6.5 Rosters will be published not less than 28 days prior to the commencement of the roster where possible, provided that less notice may be given in exceptional circumstances. Rosters posted will show duties for a minimum 28-day period. Changes in rosters, once posted, shall be by mutual agreement.
- 6.6 Where the employer clearly identifies that alterations in staff hours are required the hours of work may be varied by agreement between the employees affected, NZNO and the employer. Such agreement shall be put in writing and signed. For the purpose of COHSL rostering, and due to the numbers and availability of staff, these combinations of rosters will be regarded as guidelines without prejudice to COHSL.
- 6.7
  - i. Every employee shall have two periods of at least 24 hours off duty each week, and except in the case of emergencies or by agreement, these shall be consecutive. **Note:** These off duty periods may fall separately no more than once every four weeks for the following reasons:
    - at the request of the employeeor
    - to facilitate rostering.
  - ii. Except in an emergency, no employee shall work more than seven consecutive 8- hour duties.

6.8 Minimum break between spells of duty:

i. A break of at least twelve continuous hours must be provided wherever possible between any two periods of a full shift or more. Note: if the employee requests a lesser break the overtime payments will not apply.

ii. Periods of a full shift or more include:

Periods of normal rostered work; or

Periods of overtime that is continuous with a period of normal rostered work; or

Full shifts of overtime/called in duty.

This requirement to provide a break wherever possible applies whether or not any penalty payment will apply under the provisions of this clause.

If a break of at least nine continuous hours cannot be provided between any two periods of a full shift, the second full shift will be paid at overtime rates until a break of at least nine continuous hours is taken, with proper regard to the time at which it occurs and the amount of overtime which precedes it.

When an employee finishes their last night shift, the off-duty period commences following the minimum break between shifts.

The parties acknowledge that this may not be possible if self-rostered shifts do not enable compliance.

- 6.9 Notwithstanding the foregoing conditions staff may be permitted to change shifts one with another by mutual arrangement and with the prior approval of the manager. Overtime or other penalty provisions shall not apply in these instances.
- 6.10 Where the employer requires employees to attend classes of instruction or examinations as part of their education the time so occupied shall be deemed to form part of their hours of work.
- 6.11 Employees will not be required to change between day and night duties more than once in any 80-hour fortnight.
- 6.12 Those employees who work a night shift which straddles a public holiday shall be paid at public holiday rates for those hours which occur on the public holiday and the applicable rates for the remainder of the shift. One alternative holiday shall apply in respect of each public holiday or part thereof worked.
- 6.13 Wherever possible an employee changing duties on consecutive days shall be rostered off for a minimum of 12 consecutive hours.
- 6.14 Duties, once commenced, shall be continuous unless otherwise agreed between the employer, the union and the employee.

#### **6.15 Additional Provisions for Employees**

- 6.15.1 Alternative hours of work may be implemented by agreement between the employer, the employees directly affected and the NZNO. Such agreement shall be in writing and signed by representatives of the parties.
- 6.15.2 Every employee shall have at least 2 consecutive 24 hour periods off duty each week as per clause 6.7.
- 6.15.3 Meal breaks shall be arranged so as to be spaced as near as possible at equal intervals.
- 6.15.4 Overtime
  - i. Overtime is time worked in excess of 80 hours per two-week period, where such work has been authorised in advance.
  - ii. Overtime worked on any day (other than a public holiday) shall be paid at one and one half times the normal hourly rate of pay (T1.5) for the first three hours and at double the normal hourly rate of pay (T2) thereafter.
- 6.15.5 Where an employee is required by the employer to wear a particular uniform on duty and is not permitted to wear that uniform other than within the precincts of the hospital, the employee shall be allowed a period of 6 minutes, both at the commencement and cessation of each duty, as changing time.

### **7.0 Meal Breaks and Rest Periods**

- 7.1 Except when required for urgent or emergency work and except as provided in 7.2 below, no employee shall be required to work for more than five hours continuously without being entitled to a meal break of not less than half an hour. Except administration employees, HCA's or nursing staff on an am shift, who may choose to work longer than five hours before taking a meal break without invoking 7.3 below.
- 7.2 A nurse unable to be relieved from work for a meal break shall be entitled to have a meal while on duty and this period shall be regarded as working time.
- 7.3 Except where provided for in 7.2 above an employee unable to take a meal after five hours shall be paid as a penalty payment at time-half in addition to normal salary from the expiry of five hours until the time when a meal can be taken.
- 7.4 Up to two rest breaks of 10 minutes each for morning/afternoon tea, supper or the equivalent shall be recognised as time worked for a work period of 8 hours. One rest break shall apply for any work periods less than 8 hours.
- 7.5 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer.



## 8.0 Salaries

### 8.0.1 Registered Nurses/ Enrolled Nurses// Health Care Assistants/Community Nurses and Administration Staff

New Rates Commencing 1 November 2023

Nurse Practitioners	COHSL current	1 November 2023	1 April 2024
Grade 6	NĀ	\$132,830	\$136,815
(Formerly Grade 8)	\$	\$139,753	\$143,946
Step 2	\$	\$146,649	\$151,079
Step 1	\$	\$158,060	\$162,802

Senior Nurses	COHSL current	1 November 2023	1 April 2024
Grade 1 (formerly 3)	\$95,576		
	\$99,253	\$110,704	\$114,025
	\$106,016	\$117,907	\$121,444
Grade 2 (formerly 4)	\$101,089	\$112,660	\$116,040
	\$104,765	\$116,575	\$120,072
	\$111,695	\$123,955	\$127,674
Grade 3 (formerly 5)	\$106,601	\$118,530	\$122,086
	\$110,282	\$122,450	\$126,124
	\$117,373	\$130,002	\$133,902
Grade 4 (formerly 6)	\$110,282	\$122,450	\$126,124
	\$113,956	\$126,363	\$130,154
	\$121,161	\$134,036	\$138,057
Grade 5 (formerly 7)	\$113,956	\$126,363	\$130,154
	\$117,632	\$130,278	\$134,186
	\$123,628	\$136,664	\$140,764
Grade 6 (formerly 8)	\$120,028	\$132,830	\$136,815
	\$126,529	\$139,753	\$143,946
	\$133,032	\$146,679	\$151,079
	\$143,718	\$158,060	\$162,802

Designated Senior Nurse Salary Scales		Rate from 30 January 2023
Grade 2 (2021)		\$95,576
	→	\$99,253
		\$106,106

Registered nurses	COHSL current	1 November 2023	1 April 2024
Step 7	\$95,340	\$103,630	\$106,739
Step 6	\$92,563	\$100,728	\$103,750
Step 5	\$89,868	\$97,912	\$100,849
Step 4	\$80,883	\$88,523	\$91,179
Step 3	\$76,554	\$83,999	\$86,519
Step 2	\$72,061	\$79,304	\$81,683
Step 1	\$66,570	\$73,566	\$75,773

Enrolled Nurses	COHSL current	1 November 2023	1 April 2024
Step 5	\$73,609	\$80,921	\$83,349
Step 4	\$71,300	\$78,509	\$80,864
Step 3	\$68,990	\$76,095	\$78,378
Step 2	\$63,980	\$70,859	\$72,985
Step 1	\$61,146	\$67,898	\$69,934

Hospital Aide/ Assistant	COHSL current	1 November 2023	1 April 2024
Step 5	\$61,540	\$68,309	\$70,358
Step 4	\$59,748	\$66,437	\$68,437
Step 3	\$58,689	\$65,330	\$67,330
Step 2	\$55,011	\$61,486	\$63,486
Step 1	\$51,770	\$58,100	\$60,100

## Administration Staff

All steps auto steps

Administration Staff – Group 1 Current Rates				Administration Staff Group 1 Band 3 New Rates			
Step	Type	01/11/2022	Rate/hr	Step	Type	01/11/2023	Rate/hr
Step 7	Auto	\$59,772	\$28.65	Step 5	Auto	\$74,510	\$35.71
Step 6	Auto	\$57,893	\$27.75	Step 4	Auto	\$72,266	\$34.64
Step 5	Auto	\$54,954	\$26.34	Step 3	Auto	\$70,024	\$33.57
Step 4	Auto	\$52,873	\$25.35	Step 2	Auto	\$67,805	\$32.50
Step 3	Auto	\$51,549	\$24.71	Step 1	Auto	\$65,627	\$31.46
Roles: Administration Assistant, Ward Assistant, Receptionist, Typist				Roles: Administration Assistant, Ward Assistant, Receptionist, Typist			
Administration Staff – Group 2 Current Rates				Administration Staff Group 2 Band 5 New Rates			
Step	Type	01/11/2022	Rate/hr	Step	Type	01/11/2023	Rate/hr
Step 8	Auto	\$68,034	\$32.61	Step 6	Auto	\$81,864	\$39.24
Step 7	Auto	\$66,297	\$31.78	Step 5	Auto	\$80,309	\$38.49
Step 6	Auto	\$64,560	\$30.95	Step 4	Auto	\$78,755	\$37.75
Step 5	Auto	\$62,795	\$30.10	Step 3	Auto	\$77,200	\$37.00
Step 4	Auto	\$61,044	\$29.26	Step 2	Auto	\$75,645	\$36.26
Step 3	Auto	\$59,294	\$28.42	Step 1	Auto	\$74,090	\$35.52
Step 2	Auto	\$57,543	\$27.59				
Step 1	Auto	\$55,901	\$26.80				
Roles: Booking Co-ordinator, Service Administrator				Roles: Booking Co-ordinator, Service Administrator			
Administration Staff – Clinical Coders Current Rates				Administration Staff – Clinical Coders New Rates			
Step	Type	01/11/2022	Rate/hr	Step	Type	01/11/2023	Rate/hr
				Level 5	Expert	\$88,168	\$42.26
				Level 4	Proficient	\$85,480	\$40.97
Level 3	Competent	\$70,699	\$33.99	Level 3	Competent	\$82,878	\$39.73
Roles: Clinical Coder				Roles: Clinical Coder			

### 8.1 Operation of Salary Scales

- a) The salary scales above shall be applied to the respective groups of employees.
- b) On appointment, the employer may place employees on any step of the relevant scale, taking into account the following factors:
  - i. previous nursing experience or other relevant work and life experience - the employer may credit this service;

- ii. degree of difficulty in recruiting for specific skills and/or experience required for the position.
- c) For new appointees to Designated Senior Nurse positions, placement on the scale will be based on job size, job content, responsibility, experience and qualifications.
- d) Movement through the salary scales shall be subject to satisfactory performance. Movement across senior salary grades shall only occur with a change in position.

## 8.2 Overtime and Penal Time

This section excludes administration employees except where expressly stated.

### 8.2.1 Eligibility restricted for Designated Senior Nurses

For Designated Senior Nurses, overtime and penal rates will only apply as outlined in 8.2.1 (a) and (b) below:

- a) Penal - Payment of weekend and night 'penal' rates shall be payable where Designated Senior Nurses are required to work shifts and rosters or have approval to work weekends or nights on a regular basis in order to fulfil the requirements of the Job Description.
- b) Overtime shall be payable to Designated Senior Nurses only in the following circumstances:
  - i. Where the appropriate manager is satisfied that the additional time worked is necessary because of an emergency or other special circumstances; and
  - ii. Where the salary does not already incorporate a payment for overtime/penal time hours.

Equivalent time off for work performed outside normal hours may be granted in lieu of overtime by agreement between the employee and the manager concerned.

### 8.2.2 Overtime

- a) Normal hourly rate of pay - The normal hourly rate shall be one, two thousand and eighty-sixth part (1/2086), correct to two decimal places of a dollar, of the yearly rate of salary payable.
- b) Overtime is time worked in excess of eight hours per duty/shift or the rostered/agreed duty whichever is greater, or 80 hours per two-week period, when such work has been authorised in advance.
- c) Overtime worked on any day (other than a public holiday) shall be paid at one and one half times the normal hourly rate of pay (T1.5) for the first three hours and at double the normal hourly rate of pay (T2) thereafter.
- d) Where possible, no employee shall be required to work for more than 12 consecutive hours where their normal shift is of 8 hours' duration.

### 8.2.3 Penal Rates

- a) Weekend rate - applies to ordinary time (other than overtime) worked after Midnight Friday until midnight Sunday shall be paid at time one and one half times the normal hourly rate of pay (T1.5). This clause applies to administration employees.
- b) Public Holiday rate - applies to those hours which are worked on the public holiday. Those hours shall be paid at T2. (See clause 11.6 for further clarification.) This clause applies to administration employees.

Night rate - applies to ordinary hours of duty (other than overtime) that fall between 2000 hours and until the completion of a night duty. from midnight Sunday /Monday to midnight Friday./Saturday Those hours shall be paid at quarter time (T0.25) in addition to the ordinary hourly rate of pay.

- c) Overtime and weekend/public holiday or night rates shall not be paid in respect of the same hours, the higher rate will apply. This clause applies to administration employees.
- d) Night Ward assistants working between the hours of 11pm and 7.30am, midnight Sunday to midnight Friday shall be paid 1.25 X the employees ordinary daily rate. The current night rate will no longer apply from 05.08.19.  
Weekend & public holiday hours will be paid at 1.5X (weekend) or 2X (public holiday) the night ward assistant rate for any weekend or public holiday worked.
- e) Ward Admin Assistants working between the hours of 8pm and 6am, midnight Sunday to midnight Friday shall be paid 1.25 times the employee's ordinary daily rate.  
Weekend & public holiday hours will be paid at 1.5X (weekend) or 2X (public holiday) the Ward Admin assistant rate for any weekend or public holiday worked.

## 9.0 Allowances

This section excludes administration employees except where expressly stated.

### 9.1 On Call

- 9.1.1 In the interests of healthy rostering practices, the parties agree that the allocation of on-call time should be spread as evenly as practicable amongst those required to participate in an on-call roster. For the purposes of clarity, casual employees are required to participate in the on call roster if that forms part of the duty they have been engaged to provide.

All employees shall be required to participate in an on call roster. If that roster is not filled the employer will have the ability to require availability at the following level:

1.0 FTE	no call
0.9 FTE	no call
0.8 FTE	up to three 8 hour periods per month
0.7 FTE	up to five 8 hour periods per month
0.6 FTE	up to six 8 hour periods per month
0.5 FTE	up to six 8 hour periods per month
<0.5 FTE	up to six 8 hour periods per month

- 9.1.2 On call allowance is \$8 per hour and \$10 per hour on Public Holidays.
- 9.1.3 Unless by mutual agreement or in emergencies, no employee shall be required to remain on call for more than 40% of the employee's off-duty time in any three-weekly period.
- 9.1.4 An employee who is required to be on call and report on duty within 20 minutes shall have access to an appropriate locater or a cell phone.
- 9.1.5 When an employee is called into work whilst on call, the applicable rate of pay for that duty/shift will apply in addition to the on call allowance.
- 9.1.6 From the first pay period starting on 24 October 2022: Payment for time worked on rostered on call will be made at the rate of ordinary time for the first three hours worked and time and one half for hours worked thereafter.
- 9.2 **Higher Duties**
- 9.2.1 A higher duties allowance shall be paid to an employee who, at the request of the employer is substantially performing the duties and carrying the responsibilities of a position or grade higher than the employee's own. The higher duties allowance does not apply to administration employees (as the requirement to provide cover for other administration positions is reflected in the employee's salary step).
- 9.2.2 The higher duties allowance payable shall be paid at a rate of \$3.00 per hour, per 8-hour duty.
- 9.2.3 Where an employee performs the duties of the higher position for more than five consecutive days, the allowance payable shall be the difference between the current salary of the employee acting in the higher position, and the minimum salary the employee would receive if appointed to that position.
- 9.2.4 The period for which higher duties allowance will be paid commences on the first working day on which the higher duties are performed, subject to 9.2.2 and 9.2.3 above.
- 9.3 **Night Nurse in Charge**  
When the nurse in charge is identified on night shift an allowance of \$3.00 per hour, per 8-hour duty, will apply.
- 9.4 **Cold Calling**  
From the pay period starting 24 October 2022: For nursing staff, health care assistants and ward administration assistants, working a ward administration shift, called in on a cold call (within 8 hours of the shift commencing) will be paid for the shift at the rate of ordinary time for the first three hours worked and time and one half for hours worked thereafter.

## **10.0 Reimbursing Payments**

### **10.1 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 a reimbursement from another employer.

## 10.2 Travelling Expenses and Incidentals

- a) When travelling on employer business, the employee will be reimbursed for costs on an actual and reasonable basis on presentation of receipts, or in such a manner as agreed prior between employee and employer.

Employees who choose to use their private motor vehicles on employer business and wish to be reimbursed must obtain prior approval from their manager. Reimbursement for required personal use shall be at the IRD rate applicable at the time. The current rate of reimbursement is 0.95c/km

## 11.0 Public Holidays

- 11.1 The following days shall be observed as public holidays:

New Year's Day  
 2 January  
 Waitangi Day  
 Good Friday  
 Easter Monday  
 ANZAC Day  
 Sovereign's Birthday  
 Matariki  
 Labour Day  
 Christmas Day  
 Boxing Day  
 Anniversary Day (as observed in the locality concerned).

- 11.2 The following shall apply to the observance of Waitangi Day, ANZAC Day, Christmas Day, Boxing Day, New Year's Day or 2 January, where such a day falls on either a Saturday or a Sunday:

- a) Where an employee is required to work that Saturday or Sunday the holiday shall, for that employee, be observed on that Saturday or Sunday and transfer of the observance will not occur. For the purposes of this clause an employee is deemed to have been required to work if they were rostered on, or on-call and actually called in to work. They are not deemed to have been required to work if they were on-call but not called back to work.

- b) Where an employee is not required to work that Saturday or Sunday, observance of the holiday shall be transferred to the following Monday and/or Tuesday in accordance with the provisions of Sections 45 (1) (b) and (d) of the Holidays Act 2003.
  - c) Should a public holiday fall on a weekend, and an employee is required to work on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid at weekend rates for the time worked on the weekday/transferred holiday. Only one alternative holiday will be granted in respect of each public holiday.
- 11.3 In order to maintain essential services, the employer may require an employee to work on a public holiday.
- 11.4 When employees work on a public holiday as provided above they will be paid at double the ordinary hourly rate of pay (T2) for each hour worked and they shall be granted an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.
- 11.5 An employee who is on call on a public holiday as provided above, but is not called in to work, shall be granted an alternative holiday, except where the public holiday falls on a Saturday or Sunday and its observance is transferred to a Monday or Tuesday which the employee is required to work. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.

For the purposes of this clause an employee is deemed to have been **required** to work if they were rostered on, or on-call and actually called in to work. They are not deemed to have been **required** to work if they were on-call but not called back to work.

- 11.6 Those employees who work a night shift which straddles a public holiday shall be paid at public holiday rates for those hours which occur on the public holiday and the applicable rates for the remainder of the shift. One alternative holiday shall apply in respect of each public holiday or part thereof worked.
- 11.7 Off duty day upon which the employee does not work:
- a) Fulltime employees -  
Where a public holiday and the weekday to which the observance of a public holiday is transferred, where applicable, are both rostered days off for an employee, the employee shall be granted one alternative holiday in respect of the public holiday.
  - b) Part-time employees -  
Where a part-time employee's days of work are fixed, the employee shall only be entitled to payment for the public holiday, at relevant daily pay, if the day would otherwise be a working day for that employee.  
  
Where a part-time employee's days are not fixed, the employee shall be entitled to payment for the public holiday at relevant daily pay, if they worked on the day of the week that the public holiday falls more than 60% of the time over the last three months (7 of those days over a 12-week period).



11.8 For clarification, for the purposes of clauses 11.1 to 11.7 relevant daily pay for shift workers will be the employee's standard number of hours per day, at their average hourly rate for the four weeks prior to the pay period in which the leave is taken.

11.9 Public holidays falling during leave:

a) Leave on pay

When a public holiday falls during a period of annual leave, sick leave on pay, an employee is entitled to that holiday which is not debited against such leave.

b) Leave without pay

An employee shall not be entitled to payment for a public holiday falling during a period of leave without pay (including sick or military leave without pay) unless the employee has worked during the fortnight ending on the day on which the holiday is observed.

## **12.0 Annual Leave**

12.1 Employees, other than casuals, shall be entitled to 4.4 weeks' annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause, except that on completion of six years recognised current continuous service the employee shall be entitled to 5 weeks' annual leave. For the purposes of this clause, "current continuous service" shall be any service with COHSL which has not been broken by any single break of more than three months.

Casual employees shall be paid 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement.

### **12.2 Shift Employees**

Employees, other than casuals, who work rotating shift patterns or those who work qualifying shifts shall be entitled, on completion of 12 months' employment on shift work, to up to an additional 5 days' annual leave, based on the number of qualifying shifts worked. The entitlement will be calculated on the annual leave anniversary date. The annual leave anniversary date for all employees is 1 July.

Qualifying shifts are defined as a shift which involves at least 2 hours' work performed outside the hours of 8.00am - 5.00pm, excluding overtime.

<b>Number of qualifying shifts per annum</b>	<b>Number of days additional leave pa</b>
121 or more	5 days
96- 120	4 days
71-95	3 days
46-70	2 days
21-45	1 days

**Note:** The entitlement cannot exceed a maximum of 5 days in any leave year.

- 12.3 Employees who do not work shift work as defined in clause 5 and who are required to participate in on-call rosters, shall be granted 2 hours leave for each full weekend day they are required to be on-call during normal off duty hours, up to a maximum of 3 days' additional leave per annum. Such leave shall be paid at annual leave averages and is accumulative. Employees who work qualifying shifts under sub-clause 12.2 are not entitled to leave under this sub-clause.

12.4 **Conditions**

Employees shall be entitled to annual leave on a pro-rata basis, except that shift leave and on-call leave shall not be pro-rated.

Where the annual leave is not taken when the entitlement becomes due, and there is no agreement on when the leave is to be taken, the employer may direct the employee to take annual leave with a minimum of four (4) weeks' notice.

Annual leave may be granted in one or more periods. In accordance with the Holidays Act 2003, the employee shall be given the opportunity to take two weeks leave at one time.

Annual leave shall be taken to fit in with service/work requirements and the employee's need for rest and recreation.

When an employee ceases duty, wages shall be paid for accrued annual leave, including shift leave and alternative leave. The last day of employment shall be the last day worked.

An employee may anticipate up to one year's annual leave entitlement at the discretion of the employer.

- 12.5 Any request for annual leave shall be responded to by the employer within 14 days of receipt, unless extenuating circumstances exist. The employee shall be advised of any delay.

## **13.0 Sick Leave**

The following Sick Leave provisions shall apply.

- 13.1 On commencing employment with COHSL, a full time employee shall be entitled to fifteen (15) working days paid sick leave for the first twelve months of employment, and an additional fifteen (15) working days for each subsequent twelve-month period. 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.

The employee shall be paid at relevant daily pay as prescribed in the Holidays Act 2003. A medical certificate may be required to support the employee's claim for sick leave.

If the employee ceases duty within 6 months of commencing employment with COHSL any sick leave paid will be reimbursed to the employer. The employer may deduct monies due from the employee's final pay.

- 13.2 The provisions of this clause are inclusive of the sick leave provisions of the Holidays Act 2003.

- 13.3 The employee can accumulate their entitlement up to a maximum of 120 days only, notwithstanding the minimum shall be 20 days as provided by The Holidays Act 2003. Any entitlement accrued prior to this date shall be retained but shall not be increased retrospectively.
- 13.4 At the employer's discretion an employee may be granted anticipated sick leave. Any leave taken in advance and still remaining outside the entitlement will be paid to the employer. The employer may deduct monies due from the final pay.
- 13.5 Where an employee is suffering from a minor illness, contracted at work, which could have a detrimental effect on the patients or other staff, in the employer's care, the employer may, at its discretion, either place the employee on suitable alternative duties or direct the employee to take leave on full pay. Such leave shall not be a charge against the employee's sick and domestic leave entitlement.
- 13.6 Sickness during paid leave: When sickness occurs during paid leave, such as annual or long service leave, the leave may be debited against the sick leave entitlement, (except where the sickness occurs during leave following the relinquishment of office) provided that:
- 13.6.1 the period of sick leave is more than three days and a medical certificate is produced.
- 13.6.2 In cases where the period of sickness extends beyond the approved period of annual or long service leave, approval will also be given to debiting the portion, which occurred within the annual leave or long service leave period, against sick leave entitlement, provided the conditions in 13.6 and 13.6.1 above apply.
- 13.6.3 Annual leave or long service leave may not be split to allow periods of illness of three days or less to be taken.
- 13.7 During periods of leave without pay, sick leave entitlements will not continue to accrue.
- 13.8 Where an employee has a consistent pattern of short term Sick Leave, or where those absences are more than 10 working days/shifts or more in a year, then the employee's situation may be reviewed. The focus of the review will be to assist the employee in establishing practical arrangements to recover from sickness or injury.

## **14.0 Bereavement Leave**

- 14.1 The employer shall approve bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a Tupapaku/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 length of time off shall be at the discretion of the employer and should not be unreasonably withheld and will be exercised in accordance with the Holidays Act 2003.
- 14.2 If bereavement occurs while an employee is absent on annual leave, sick leave on pay or any other leave on pay, such leave may be interrupted and bereavement leave granted in terms of clause 14.1 above. This provision will not apply if the employee is on leave without pay.

- 14.3 In granting time off therefore, and for how long, the employer must administer these provisions in a culturally appropriate manner, especially in the case of Tangihanga.
- 14.4 The employer agrees that on application, it may be appropriate, to grant leave without pay in order to accommodate various special bereavement needs not recognised in clause 14.1 above.

## **15.0 Parental Leave**

- 15.1 Parental Leave will be granted in accordance with the Parental Leave and Employment Protection Act 1987 and subsequent amendments.
- 15.2 Where an employee takes parental leave under this clause, meets the statutory eligibility criteria (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full-time) for a period of up to 6 (six) weeks. Employees who negotiate carer leave under Part 3 (A) of the Act are not eligible for the Parental Leave payment under Clause 15.2.
- 15.3 These payments shall be made at the commencement of the parental leave and shall be calculated at the base rate (pro rata if appropriate) applicable to the employee for the six weeks immediately prior to commencement of parental leave.
- 15.4 An employee who takes a period of paid leave (e.g. annual leave) at the start of his or her parental leave may elect to start his or her parental leave payment period on the day after the date on which that period of paid leave ends, even if it is later than the child's arrival or due date.
- 15.5 These payments shall only be made in respect of the period for which the employee is on parental leave and in receipt of the statutory payment.

## **16.0 Jury Service/Witness Leave**

- 16.1 Employees called on for jury service are required to serve. Where the need is urgent, the employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.
- 16.2 An employee called on for jury service may elect to take annual leave, leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during an employee's off duty hours, the employee may retain the juror's fees (and expenses paid).
- 16.3 Where leave on pay is granted, a certificate is to be given to the employee by the employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of juror's fees and expenses paid. The employee is to pay the fees received to the employer but may retain expenses.
- 16.4 Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the employee is not required by the Court, the employee is to report back to work where this is reasonable and practicable.

- 16.5 Where an employee is required to be a witness in a matter arising out of his/her employment, he/she shall be granted paid leave at the salary rate consistent with their normal rostered duties. The employee is to pay any fee received to the employer but may retain expenses.

## **17.0 Leave to Attend Meetings**

- 17.1 The employer shall grant paid leave (at ordinary rates) to employees required to attend formal meetings of the New Zealand Nursing Council or the Midwifery Council, except where the matter arises out of employment with another employer.
- 17.2 Paid leave shall also be granted where an employee is required to attend meetings of Boards or Statutory Committees provided that the appointment to the Board or Committee is by ministerial appointment.
- 17.3 Any remuneration received by the employee for the period that paid leave was granted shall be paid to the employer.

## **18.0 NZNO**

- 18.1 Union members shall be entitled to up to a total of 4 hours leave per year (a year being the period beginning on the 1st day of January and ending on the following 31st day of December) on ordinary pay to attend meetings authorised by the union providing the following conditions are fulfilled.
- 18.2 The union shall give the employer at least 14 days' notice of the date and time of any union meeting to which clause 18.1 above is to apply.
- 18.3 The union shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.
- 18.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any union member for a period greater than two hours in respect of any meeting.
- 18.5 Only union members who actually attend a union meeting during their working hours shall be entitled to pay in respect of that meeting and to that end the union shall supply the employer with a list of members who attended and shall advise the employer of the time the meeting finished.

Note: The provisions of these clauses (18.1-18.5) are inclusive of any entitlements provided by the Employment Relations Act 2000.

- 18.6 Attendance at Seminars of Section Groups/Colleges of NZNO
- a) Leave on pay is restricted to one half day or one full day a year (1 July to 30 June) for travel where appropriate. This leave is intended to cover the time required for a nurse to travel to the centre in which the seminar is to be held.
  - b) Leave on base salary only is to be granted for attendance at a national seminar organised by the NZNO or one of the national interest groups or colleges of that body. Attendance at regional or local seminars does not qualify for leave on pay.

c) Travel and accommodation expenses are the responsibility of the individual attending the seminar.

d) In all cases, granting of leave on pay for travel purposes is to be at the discretion and convenience of the employer.

**18.7 NZNO Delegate / Workplace Representative**

The employer accepts that employee job delegates are the recognised channel of communication between the union and the employer in the workplace. Accordingly paid time off (at ordinary time rates) shall be allowed for recognised employee delegates to attend meetings with management, consult with union members, and other recognised employee job delegates and union officials, to consult and discuss issues such as management of change, staff surplus, and representing employees. Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.

**19.0 NZNO Right of Entry**

19.1 The authorised NZNO representative shall be entitled to enter the workplace at reasonable times, in a reasonable way and in compliance with health and safety requirements for purposes related to the employment of its members and/or Union business. Prior approval for each instance of workplace entry will be obtained for from the Manager.

19.2 When the NZNO representative enters the workplace they will advise the Manager they are entering the workplace and if the Manager is not present the NZNO representative will leave written notice of the visit.

19.3 The employer recognises that it may not unreasonably deny a NZNO representative access to a workplace.

**20.0 Employment Relations Education Leave**

The employer shall grant leave on pay for employee's party to this CA to attend courses authorised by NZNO to facilitate the employee's education and training as employee representatives in the workplace.

The numbers of days' education leave granted is based on the formula of 35 days per annum for the first 280 full time equivalent employees (employees covered by this CA who have authorised the NZNO to act on their behalf) and a further five days per annum for every 100 full time equivalent employees thereafter.

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

- a) an eligible employee who normally works 30 hours or more during a week is to be counted as 1,
- b) an eligible employee who normally works less than 30 hours during a week is to be counted as one-half.

The NZNO shall send a copy of the programme for the course and the name of employees attending at least 21 consecutive days prior to the course commencing.

The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.

The provision of Part 7 of the Employment Relations Act 2000 shall apply where any provision or entitlement is not provided for, or is greater than specified above.

## **21.0 Co-operation, Consultation and Management of Change**

### **21.1 Management of Change**

- 21.1.1 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 health services. 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.
- 21.1.2 Regular consultation between the employer, its employees and the union is essential on matters of mutual concern and interest. Effective communication between the parties will allow for:
- a) improved decision making
  - b) greater cooperation between employer and employees; and
  - c) a more harmonious, effective, efficient, safe and productive workplace.
- 21.1.3 Therefore, the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters.
- 21.1.4 The employer accepts that employee delegates are a recognised channel of communication between the union and the employer in the workplace.
- 21.1.5 Prior to the commencement of any significant change to staffing, structure or work practices, the employers will identify and give reasonable notice to employees who may be affected and to the NZNO to allow them to participate in the consultative process so as to allow substantive input.
- 21.1.6 Reasonable paid time off at TI shall be allowed for employee delegates to attend meetings with management and consult with employees to discuss issues concerning management of change and staff surplus.
- 21.1.7 Prior approval of such meetings shall be obtained from the employer and such approval shall not be unreasonably withheld.
- 21.1.8 The parties agree that meetings will occur regularly between management and NZNO delegates. These meetings will enable effective operational and strategic communication and resolution of issues.

### **21.2 Consultation**

- 21.2.1 Consultation involves the statement of a proposal not yet finally decided upon, listening to what others have to say, considering their responses and then deciding what will be done. Consultation clearly requires more than mere prior notification.
- 21.2.2 The requirement for consultation should not be treated perfunctorily or as a mere formality. The person(s) to be consulted must be given sufficient opportunity to express their view or to point to difficulties or problems. If changes are proposed and such changes need to be preceded by consultation, the changes must not be made until after the necessary consultation has taken place.
- 21.2.3 Both parties should keep open minds during consultation and be ready to change. Sufficiently precise information must be given to enable the person(s) being consulted to state a view, together with a reasonable opportunity to do so - either orally or in writing.
- 21.2.4 Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
- 21.2.5 However, the final decision shall be the responsibility of the employer.
- 21.2.6 From time to time directives will be received from government and other external bodies, or through legislative change. On such occasions, the consultation will be related to the implementation process of these directives.
- 21.2.7 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 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 shall be the responsibility of the employer.

The above process shall be completed prior to the implementation of clause 21.3.

### 21.3 Redundancy

- a) Redundancy is defined as a situation when 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. This does not include a situation where the employee is offered employment on generally no less favourable terms and conditions of employment by a new employer on the sale, transfer or contracting out of the employer's operation or any part of it. In such circumstances of technical redundancy, the employee shall not be entitled to any form of redundancy compensation whatsoever.
- b) Where the employer declares the 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) During the notice period the parties agree to meet to discuss a formula on any severance payment that may be offered to employees affected.

## **22.0 Family Friendly Practices**

The employer recognises the importance of family friendly practices in the workplace and will work with the union to develop an environment where family friendly policies are practised.

### **22.1 Reappointment after Absence due to Childcare**

- 22.1.1 Employees who resign to care for a dependant pre-school child or children may apply to their former employer for preferential re-appointment. In order to be considered for preferential re-appointment the employee must be in possession of a current annual practicing certificate.
- 22.1.2 The total period of childcare absence allowed is four years plus any increases in lieu of parental leave. Longer absence renders a person ineligible for preferential appointment.
- 22.1.3 The employer shall make every effort to find a suitable vacancy for eligible applicants as soon as their eligibility for preferential re-entry is established. Appointment to a position may be made at any time after the original notification of intention to return to work, provided the appointee agrees.
- 22.1.4 Absence for childcare reasons will interrupt service but not break it.
- 22.1.5 The period of absence will not count as service for the purpose of sick leave, annual leave, retiring leave or gratuities, long service leave or any other leave entitlement.
- 22.1.6 Employees do not have a right of review against their non-appointment.

### **22.2 Childcare Facilities**

The parties recognise the importance of good quality childcare facilities being readily available to employees and support present childcare facilities arrangements. Employers are encouraged to provide facilities for mothers to feed newborn infants.

## **23.0 Confidentiality/Public Statements**

- 23.1 In recognition of the rights and interests of the public in the health service employees reserve the right to enter into public debate over matters relevant to their professional expertise and experience.
- 23.2 If an employee is concerned about any issues regarding their practice, the practice of the employer, or other matters with respect to the operation of the employer, the parties agree that, in the first instance, the matter should be raised in-house as a matter of course with the appropriate manager, or the person responsible for Protected Disclosures.
- 23.3 If the concerned employee is not satisfied with the response given, then they may speak out on the issue of concern provided that they identify themselves as speaking as authorised by and on behalf of NZNO. Before speaking out on the issues of concern, these comments are to be discussed with the Chief Executive prior to release in order that the employer has the opportunity to discuss any effects which such comments might have on the employer's business.

- 23.4 Attention is drawn to the employer's Media Policy and the Privacy Act.

## **24.0 Professional Development**

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

- 24.1 The employer shall grant professional development leave of up to 24 hours per year (1 July to 30 June) for full time employees (pro-rated to no less than 8 hours per year for part time employees) who are registered/enrolled nurses. This leave is to enable employees to complete qualifications, to attend courses and to undertake research or projects that are relevant to the employer and which facilitate the employee's growth and development.
- 24.2 Professional development leave will be granted at TI rate and shall not accumulate from one year to the next.
- 24.3 Any claim for expenses must be approved in advance and will be considered on a case by case basis.
- 24.4 Staff working on preparing a portfolio, obtaining, or maintaining skill levels associated with the Professional Development and Recognition Programme are entitled to three days' additional leave in order to undertake research or study associated with meeting the PDRP requirements. Leave shall be claimed and paid upon completion of portfolio.
- 24.5 It is acknowledged that designated senior nurses may require additional paid opportunities for development.

### **24.6 Professional Development and Recognition Programmes**

In recognition of the importance of increasing the number of expert/accomplished and proficient nurses, an employee who reaches the following levels will receive a pro-rated allowance as long as s/he maintains that level of practice. All levels of practice allowances shall be added to the base rate of pay and be payable on all hours worked and shall attract penal rates and overtime.

The rates of these allowances are as follows (from 5 August 2019)

RN Expert	\$4500 p.a.
RN Proficient	\$3000 p.a.

EN Accomplished	\$4000 p.a.
EN Proficient	\$3000 p.a.

All RN's and EN's will be able to progress within the pathway, with all RN's and EN's required to demonstrate competent level of practice. Achievement of proficient and expert (RNs) and proficient and accomplished (ENs) is voluntary.

These allowances do not apply to Designated Senior Nurse positions.

- 24.7 Paid leave to meet organisational and service requirements, and those HPCA requirements not otherwise addressed in this clause, shall be granted in addition to the above provisions. The employer will meet approved associated costs.

- 24.8 Gaining and/or developing cultural knowledge shall be recognised as grounds for an application for professional development leave

## **25.0 Policies and Procedures**

- 25.1 All employees covered by the Agreement shall comply with the employer's policies and procedures in force from time to time, to the extent that such policies and procedures are not inconsistent with the terms and conditions of this Agreement.

- 25.2 The union will be consulted regarding any additions/amendments to those policies and procedures, where such additions/amendments have a material effect on employees' conditions of employment.

- 25.3 Insurance Protection

Insurance protection for employees travelling on work related business is provided in accordance with COHSL's insurance policy. The provisions of the insurance policy are available through the Human Resources department.

- 25.4 Leave Without Pay

Employees are able to take leave without pay only if

- a) mutually agreed between the employer and the employee, and
- b) it is in accordance with the employer's policy on leave without pay.

## **26.0 Indemnity Cover**

The employer undertakes to indemnify employees, subject to the terms and conditions of the employer's Professional Indemnity/Medical Malpractice Insurance Policy, against actions taken by persons suffering damage as a result of acts or omissions of the employee while acting in the course of their employment.

This indemnity shall not apply to any employee acting outside of his or her employment, or for any action taken against the employee by their own professional association. The parties agree that the payment of any excess or deductible is the responsibility of the employer.

## **27.0 Health and Safety**

- 27.1 The employer shall comply with the provisions of the Health and Safety at Work Act 2015 and subsequent amendments concerning safety, health and welfare matters. The parties to this agreement agree that employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken. The parties agree to comply with the Employee Participation Agreement.

- 27.2 It shall be the responsibility of the employer to ensure that the workplace meets required standards and that adequate and sufficient safety equipment is provided.

- 27.3 It shall be the responsibility of every employee covered by this agreement to work safely and to report any hazards, accidents or injuries as soon as practicable to their supervisor.

- 27.4 It is a condition of employment that safety equipment and clothing required by the employer is to be worn or used by the employee and that safe working practices must be observed at all times.
- 27.5 Attention is also drawn to the employer's policies and procedures on health and safety.
- 27.6 The employer recognises that to fulfil their function health and safety delegates require adequate training, including unit standard 29315 (Describe the role and functions of the Health and Safety Representative in a New Zealand workplace) paid time and facilities.
- 27.7 The parties to this agreement recognise that effective health and safety committees are the appropriate means of providing consultative mechanisms on health and safety issues in the workplace.

## **28.0 Accidents**

- 28.1 Transport of injured employees - Where the accident is work-related and the injury sustained by the employee necessitates immediate removal to a hospital, or to a medical practitioner for medical attention and then to their residence or a hospital, or to their residence (medical attention away from the residence not being required), COHSL is to provide or arrange for the necessary transport, pay all- reasonable expenses for meals and lodging incurred by or on behalf of the employee during the period she/he is transported, and claim reimbursement from ACC.
- 28.2 Where an employee is incapacitated as a result of a work accident, and that employee is on earnings related compensation, then the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation. This leave shall be taken as a charge against Sick Leave. The employer may agree to reimburse employees for treatment and other expenses or for financial disadvantage incurred as a result of a work-related accident. This agreement will be on a case by case basis.
- 28.3 For non-work-related accidents, where the employee requests, the employer shall supplement the employee's compensation by 20% of base salary and this shall be debited against the employee's Sick Leave.

## **29.0 ACC**

- 29.1 Where an employee is incapacitated as a result of a work accident (except where the accident is a work place assault – see clause 29.2 below), and that employee is on earnings related compensation, then the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation. This leave shall be taken as a charge against untaken Sick Leave entitlement, to the extent entitlement exists. The employer may agree to reimburse employees for treatment and other expenses or for financial disadvantage incurred as a result of a work-related accident. This agreement will be on a case by case basis.
- 29.2 Where an employee is incapacitated as a result of a work place assault, and that employee is on earnings related compensation, then the employer will top up the ACC payments to 100% of normal/ordinary rate of pay during the period of incapacitation. This top up payment shall not be debited against the employee's untaken sick leave entitlement. The employer will reimburse the

employee for any costs incurred that are part charges for ACC agreed treatment and other associated ACC expenses.

- 29.3 For non work -related accidents, where the employee requests, the employer shall supplement the employee's compensation by 20% of base salary and this shall be debited against the employee's untaken Sick Leave entitlement, to the extent entitlement exists.

### **30.0 Uniforms and Protective Clothing**

- 30.1 Where the employer requires an employee to wear a uniform, it shall be provided free of charge, but shall remain the property of the employer.
- 30.2 Suitable protective clothing shall be provided at the employer's expense where the duty involves a risk of excessive soiling or damage to uniforms or personal clothing or a risk of injury to the employee.
- 30.3 Damage to personal clothing - An employee shall be reasonably compensated for damage to personal clothing worn on duty, or reimbursed dry cleaning charges for excessive soiling to personal clothing worn on duty, provided the damage or soiling did not occur as a result of the employee's negligence, or failure to wear the protective clothing provided. Each case shall be determined on its merits by the employer.

Clothing Allowance - An allowance of \$3.07 per day (or proportionate part thereof for nurses employed part-time) shall be paid for each working day on which, because of therapeutic requirements or in the interests of patient care/rehabilitation, a nurse is instructed or required by the employer to wear civilian clothes instead of the normal uniform. Provided that this allowance shall not be payable to tutorial staff, staff wholly or mainly employed in an administrative role, students undertaking classroom tuition, or staff who, with the employer's permission elect to wear civilian clothing on duty.

### **31.0 Payment of Wages**

- 31.1 Employees will be paid fortnightly in arrears by direct credit. Where errors have occurred as a result of employer action or inaction, corrective payment must be made within one working day of the error being brought to the employer's attention, if requested to do so by the employee.
- 31.2 Where an employee has taken leave in advance of it becoming due, and the employee leaves before the entitlement has accrued, the employer will deduct the amount owing in excess of entitlement from the employee's final pay.
- 31.3 Any monies agreed, as being owed by the employee to the employer upon termination will be deducted from the employee's final pay.
- 31.4 The employees shall complete timesheets as required by the employer. Wherever practicable any disputed items shall not be changed without first referring it to the affected employee.
- 31.5 Overpayment Recovery Procedures: Attention is drawn to the Wages Protection Act 1983. The provisions of this Act, or any amendment or Act passed in substitution for this Act, shall apply.
- 31.6 The employer shall use its best endeavours to direct credit payment of wages into the employee's bank account one clear banking day prior to a public holiday.

## **32.0 Termination of Employment**

### **32.1 Notice Period**

Either party may terminate the employment agreement with four weeks written notice, unless otherwise negotiated with the employer. Agreement for a shorter notice period will not be unreasonably withheld. When the agreed notice is not given, the unexpired notice may be paid or forfeited by the party failing to give the agreed notice.

This shall not prevent the employer from summarily dismissing any employee without notice for serious misconduct or other good cause in accordance with the employer's disciplinary procedures and/or rules of conduct.

### **33.2 Abandonment of Employment**

An employee absent from work for three consecutive working days without notification to the employer or without appropriate authorisation from the employer will be considered by the employer as having terminated their employment without notice, unless the employee is able to show they were unable to fulfil their obligations under this section through no fault of their own. The employer will make all reasonable efforts to contact the employee during the three days period of unnotified absence.

## **33.0 Harassment Prevention**

33.1 Employees should refer in the first instance to the provisions and procedures specified in the employer's Effective Working relationships policy. The employee's attention is also drawn to clause 36 Employment Relationship Problems. Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence, and other forms of intimidating behaviour.

33.2 Sexual harassment is verbal or physical behaviour of a sexual nature which is unwelcome to the receiver and is embarrassing or intrusive. It affects morale, work effectiveness and the right to enjoy a good working environment. Some types of behaviour constituting sexual harassment are listed below:

a) Type of behaviour

- i. sex-orientated jibes or abuse;
- ii. offensive gestures or comments;
- iii. unwanted and deliberate physical contact;
- iv. requests for sexual intercourse, including implied or overt promises for preferential treatment or threats concerning present or future employment status.

b) Where it may occur

- i. among co-workers;
- ii. where a supervisor uses position and authority to take sexual advantage of another employee or to control or affect the career, salary or job of that employee;
- iii. in dealing with members of the public.

c) Responsibilities for supervisors and complainants when dealing with sexual harassment:

- i. It is the responsibility of the employer to maintain a work environment free of unwelcome behaviour and to provide a mechanism for reporting sexual harassment, ensuring a fair investigation and avoiding reprisals against the complainant;
  - ii. Care is to be taken during the investigation of any complaint of sexual harassment and afterwards to prevent any disadvantage to the complainant and care must also be taken to protect the position of other parties if the complaint is found to be unwarranted.
  - iii. The employer relies on supervisors at all levels to facilitate and encourage proper standards of personal and ethical conduct in the workplace.
- 33.3 Sexual harassment complaints must be taken seriously and handled with sensitivity and impartiality. Behaviour, words and gestures have different meanings in different cultures. What may be acceptable in one culture may not be in another. This needs to be taken into account in the workplace.
- 33.4 Guidelines for Supervisors and Guidelines for Complainants are available in the employer's Human Resources Manual and/or from the Human Resources Department.
- 33.5 Racial Harassment  
An employee is racially harassed if the employee's employer or a representative of the employer uses language (whether written or spoken), or visual material, or physical behaviour that directly, or indirectly:
  - i. expresses hostility against, or brings into contempt or ridicule, the employee on the grounds of race, colour, or ethnic or national origins of the employee; and
  - ii. is hurtful or offensive to the employee (whether or not that is conveyed to the employer or the representative); and
  - iii. has, either by its nature or through repetition, a detrimental effect on the employee's employment, job performance or job satisfaction.

## **34.0 Resolution of Employment Relations Problems**

An "employment relationship problem" includes:

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

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

- a) The employee is entitled to seek representation at any stage during the process. Help with an employment relations problem is available from within the workplace (employee manager) or outside the workplace (Ministry of Business, Innovation and Employment 0800 800 863), or a union, an advocate or a lawyer.
- b) If the matter is unresolved either party is entitled to seek mediation from the Ministry of Business, Innovation and Employment or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)

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

- a) has been unjustifiably dismissed; or

- b) has had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the employer
- c) has been discriminated against his/her employment; or
- d) has been sexually harassed in his/her employment; or
- e) has been racially harassed in his/her employment; or
- f) has been subjected to duress in relation to union membership.

If the employment relationship problem is a personal grievance, the employee must raise the grievance with the employer within a period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, whichever is the latter.

If the employment relationship problem is a personal grievance based on alleged sexual harassment then the 90 day period above is extended to 1 year.

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

If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the Authority for the resolution of this grievance or a complaint under the Human Rights Act 1993, but not both.

### **35.0 Deduction of Union Fees**

The Employer shall deduct employee NZNO fees from the wages/salaries of employees when authorised in writing by members and shall remit such subscriptions to the NZNO at agreed intervals,

A list of members shall be supplied by NZNO to COHSL on request.

### **36.0 Parity**

COHSL agrees to meet to discuss the pass on of any additional funding it receives from the Government, Ministry of Health or Te Whatu Ora for pay parity with the NZNO/Te Whatu Ora collective agreement.

### **37.0 Long Service Leave**

- 37.1 From 1 November 2022 an employee shall be entitled to long service leave of one week upon completion of a five year period of current continuous service. Any service period for which a period of long service leave has already been taken or paid out shall not count towards this entitlement.
- 37.2 Long Service Leave will be paid for each week of leave at base rate and entitlement must be taken within 12 months of entitlement accruing. This will be based on the employees FTE status at the time of taking the leave.
- 37.3 Leave without pay in excess of three months taken on any one occasion will not be included in the 5 year qualifying period, with the exception of Parental Leave.



- 37.4 The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment. Payment shall be made at base rate.
- 37.5 In the event of the death of an employee who was eligible for long service leave but has not taken the leave, any monies due will be paid to the deceased estate.

### **38.0 Pay Equity**

The parties agree to meet and discuss the outcome of the Te Whatu Ora pay equity process.

### **39.0 Te Tiriti**

Actualising Te Tiriti within all areas of health and recognising that what is good for Māori is good for all. The parties agree to engage in an ongoing conversation regarding the creation of a culturally safe workplace and culturally welcoming hospital for Maori.

As part of the conversation, we collectively recognise that there is significant work ahead to ensure that:

- Power is authentically shared with Māori
- Māori are treated equitably regarding economic and socio-political issues
- Māori values and frameworks are part of the workplace

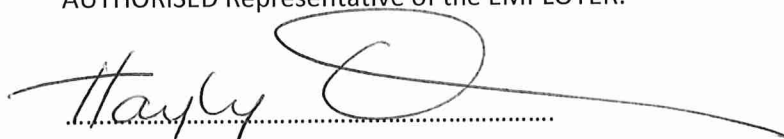
Signed on this 30<sup>th</sup> day of April 2024

AUTHORISED Representative of the UNION PARTY:



Alistair Teague  
Organiser – Southern  
New Zealand Nurses Organisation

AUTHORISED Representative of the EMPLOYER:



Hayley Anderson  
Chief Executive  
Central Otago Health Services Ltd

## ***Appendix One – Family Violence Leave***

### **Family Violence Leave**

Family 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. Domestic Violence Leave not taken in the 12-month period will not carry forward or accumulate in subsequent years.
2. To support safety planning and avoidance of harassing contact, the employer will endeavour to 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.

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

Proof of family violence may be requested and can be in the agreed form of a document from the Police, a health professional or a family violence support service, or any other such document as may be considered sufficient evidence by the employer.

Domestic violence means domestic violence as defined by s3 of the Domestic Violence-Victims Protection Act 2018.

## ***Appendix Two-Flexible Working***

1. Employees may at any time, request in writing a variation of their working arrangements pursuant to Part 6AA Employment Relations Act 2000. A variation may be requested in relation to the following arrangements:
  - (a) the location of the employee's workplace:
  - (b) the hours of work
  - (c) the days of work
2. The employer must respond in writing to a request as soon as possible but not later than 1 month after receiving the request, to advise whether the request has been approved or refused. If the request is refused, the employer will set out the grounds of that refusal.
3. Grounds for refusal are one or more of the following:
  - (a) inability to reorganise work among existing staff:
  - (b) inability to recruit additional staff:
  - (c) detrimental impact on quality:
  - (d) detrimental impact on performance:
  - (e) insufficiency of work during the periods the employee proposes to work:
  - (f) planned structural changes:
  - (g) burden of additional costs:
  - (h) detrimental effect on ability to meet customer demand.
4. However, an employer must refuse a request if—
  - (a) the request is from an employee who is bound by a collective agreement; and
  - (b) the request relates to working arrangements to which the collective agreement applies; and
  - (c) the employee's working arrangements would be inconsistent with the collective agreement if the employer were to approve the request.
5. An employee may not challenge his or her employer's refusal of a request, or failure to respond to a request, except—
  - (a) if the employee believes his or her employer has not responded to the request in the one month timeframe above: and
  - (b) to the extent provided by [sections 69AAH to 69AAJ](#) Employment Relations Act.

