



Clutha Community Health Company Limited

New Zealand Nurses Organisation

COLLECTIVE AGREEMENT

4 December 2017 – 22 November 2020

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CCHCL / NZNO Collective Agreement

1.0 *Parties*

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

BETWEEN: Clutha Community Health Company Limited (CCHCL)
(The “Employer” or “CCHCL”)

AND: The New Zealand Nurses Organisation (NZNO)
(The “Union”)

2.0 *Coverage and Application*

2.1 This collective agreement is made pursuant to the Employment Relations Act 2000. It shall apply to all employees who are members of NZNO and who are employed by the CCHCL party to this agreement in the following positions:

Registered Nurses
Enrolled Nurses
Core Midwives

2.2 The parties agree that any employee whose work is covered by the coverage clause of this agreement, 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.

2.3 Existing employees who are covered by the coverage clause of this agreement (clause 2.1) who become members during the term of the agreement shall, from the date of becoming a union member, be bound by all benefits and obligations relating to employees under this agreement subject to the restrictions set out in the Employment Relations Act 2000.

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

- 2.5 **Savings:** Nothing in this agreement shall operate as to reduce the ordinary (T1) salary rate applying to any employee at the date of this agreement coming into force unless specifically agreed between the parties during the negotiations.
- 2.6 **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.
- 2.7 CCHCL undertake not to reduce nursing, numbers solely on the basis of the additional costs of employing nurses under this agreement.
- 2.8 A trial period may apply for a period not exceeding 90 days employment to assess and confirm suitability for the position. Parties may only agree to a trial period if the employee has not previously been employed by the employer. During the trial period the employer may terminate the employment relationship, and the employee may not pursue a personal grievance on the grounds of unjustified dismissal. The employee may pursue a personal grievance on grounds as specified in sections 103(1)b-g of the Employment Relations Act 2000 (such as: unjustified disadvantage; discrimination; sexual harassment; racial harassment; duress with respect to union membership; and the employer not complying with Part 6A of the Employment Relations Act 2000).

Any notice, as specified in the employment agreement, must be given within the trial period, even if the actual dismissal does not become effective until after the trial period ends. The trial period does not limit the legal rights and obligations of the employer or the employee (including access to mediation services) except as specified in section 67A (5) of the Employment Relations Act 2000.

3.0 Term

This agreement shall come into force on 4 December 2017 and expires on 22 November 2020.

4.0 Variation of this Collective Agreement

Any variation to this agreement shall be mutually agreed between all the parties and such variation shall be in writing and signed by both parties (ie: CCHCL and NZNO). Both parties shall be informed of and provided with relevant information about any proposed variation.

5.0 Definitions

Call back	Being called back to work after completing a rostered shift, or before the normal starting time and does not continue working at the end of the call back period.
Casual employee	An employee who has no set hours or days of work and who is normally asked to work as and when required.

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

Core Midwife	A registered midwife who provides midwifery care for women for the duration of her shift and may liaise with either their Lead Maternity Carer and/or any specialist service.
District Nurse	A registered nurse who is engaged in domiciliary and/or community nursing duties, and, where required by the CCHCL in any particular locality, in public health services.
Duly Authorised Officer	Anyone appointed to undertake Duly Authorised Officer duties, and has the same meaning as in the Mental Health (Compulsory Assessment and Treatment) Act 1992.
Duty/shift	A single, continuous period of work required to be given by an employee, excluding on-call and call-back. A duty shall be defined by a starting and finishing time. Duties shall be morning (AM), afternoon (PM) duties or night duties. When a major part of a duty falls on a particular day the whole duty shall be regarded as being worked on that day.
Employee	Any person employed by an employer and whose position is covered by this Agreement.
Employer	The Clutha Community Health Company Ltd employing the particular employee.
Enrolled Nurse	Has the same meaning as in the Health Practitioners' Competence Assurance Act 2003 and its successors.
Full time employee	An employee who works not less than the "ordinary" or "normal" hours set out under "hours of work" in this Agreement.
Midwife	A person who is on the NZ Register of Midwives, holds an annual practising certificate and thereby meets all the requirements of the Midwifery Council of NZ recertification program for midwives
Night Duty	Any duty in which part of the duty is worked between midnight and 5:00 am on any day of the week.

Nurse and nursing staff and/or employee/s' includes all employees covered by this Agreement 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) hold the appropriate qualifications and are employed as Karitane nurses; or are employed as Hospital Aides or Health Care Assistants.

On Call	On Call is when an employee is rostered to be available to come and work all or part of a shift if required. The employee will be available to act as a back up for the ward at any time over the rostered On Call time.
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	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 Agreement. Any wages and benefits, e.g. leave, will be pro rata according to the hours worked unless specifically stated otherwise in this Agreement.
Registered Nurse	A person as defined by the Health Practitioners' Competence Assurance Act 2003 as a Registered Nurse.
Registered Obstetric Nurse	A person as defined by the Health Practitioners' Competence Assurance Act 2003 as a Registered Obstetric Nurse.
Relevant Daily Pay	Has the meaning as provided by the Holidays Act 2003.
Senior Nurses	A nurse who is appointed to a designated senior position.
Service	The current/continuous service with the employer (previously known as Hospital and Health Services, Crown Health Enterprises, Regional Health Authorities, Health Funding Authority, Area Health Boards and Hospital Boards), except where otherwise defined in the applicable clause.
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	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.

6.0 Hours of Work

The parties note that the Health & Safety in Employment Act 1992 S.6 (d) 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. Rosters shall be jointly developed and reviewed by the employer, representatives of the affected employees and NZNO. Guidelines and principles for healthy rostering practices shall be addressed in the Safe Staffing / Healthy Workplaces Inquiry.

Attention is drawn to the rostering guidelines for CCHCL. The employer will endeavour to ensure safe staffing levels and appropriate skill mix in work areas. There shall be a programme of regular monitoring of staffing levels and skill mix. Any identified staffing deficiencies shall be addressed. In the event that an acute staffing shortage can not be alleviated, patient cares, and the volume and range of services may be reduced in accordance with direction by the appropriate manager and employer policies. When an incident occurs related to inappropriate staffing levels and/or skill mix, or a situation arises that a staff member believes may contribute to unsafe practice, it shall be reported to the person in charge and the appropriate incident report submitted. All incidents shall be investigated and an NZNO delegate will be involved in investigations and corrective measures, via mechanisms to be determined at CCHCL through consultation with local NZNO representatives.

- 6.1 The following hours of work shall apply to all employees except those covered by the Alternative Hours / Alternative Rosters clauses set out in subclauses 6.18 - 6.19.
- 6.2 The ordinary working hours of an employee employed full-time shall be 80 per fortnight. For those employees who work 12 hour shifts, the ordinary working hours of an employee employed full time may work up to 80 hours per fortnight.
- 6.3 Employees will normally work 8 hours or 12 hours a day/shift, except that part-time employees by mutual agreement between the employer and the employee, may work shifts of no less than 4 hours unless it is by agreement between the employee and employer to work a lesser period.
- 6.4 The pay period shall commence at the beginning of the Sunday/Monday night shift.
- 6.5 All duties must commence between 0600 and 2315 hours. Duty hours must be consecutive except for unpaid meal breaks.

- 6.6 Rosters will be published not less than 28 days prior to the commencement of the roster, provided that less notice may be given in exceptional circumstances. Rosters posted will show duties for a minimum 28 day period. Changes in rosters, once posted, shall be by mutual agreement.
- 6.7 The employee may, if the employer is agreeable, change the number of hours they are employed on a permanent basis. Such change requires 4 weeks notice but can be implemented earlier if the employer is agreeable.
- 6.8 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 CCHCL rostering and due to the size and availability of staff, these combinations of rosters will be regarded as guidelines without prejudice to CCHCL
- (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 employee; or
 - to facilitate rostering.
 - (ii) Except in an emergency, no employee shall work more than seven consecutive 8-hour duties or 4 consecutive 12-hour shifts.
- 6.9 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 duty of a full shift or more.
 - (ii) Periods of a full shift or more include:
 - Periods of normal rostered work; or
 - Periods of overtime that are continuous with a period of normal rostered work;
 - or
 - Full shifts of overtime/call back 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 can not be provided between periods of a full shift, the shift is to be regarded as continuous until a break of at least nine continuous hours is taken, and it shall be paid at overtime rates, with proper regard to the time at which it occurs and the amount of overtime which precedes it.

If a call back of less than a full shift is worked between two periods of duty of a full shift or more, a break of nine continuous hours must be provided, either before or after the call-back. If such a break has been provided before the call-back it does not have to be provided afterwards as well.

- (iii) Except, for those employees who are called back between 2300 and 0500 hours, the break must be provided afterwards as specified below, unless otherwise agreed between the employer and the employee:
 - (a) 9 hour break shall be provided where that provision was in place at the date of ratification of this Agreement;
 - (b) a 4 hour break shall be provided where that provision was in place at the date of ratification of this Agreement;
 - (c) where no mandatory break has previously been provided, the roster should facilitate a 9 hour break wherever possible;
 - (d) time spent off duty during ordinary working hours solely to obtain a nine hour break (or four hour break where applicable), shall be paid at ordinary time rates. Any absence after the ninth continuous hour (or fourth continuous hour where applicable) of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.
- (iv) The penalty payment provisions of this clause will not apply in any case where the result would be to give an employee a lesser payment that would otherwise have been received.

6.10 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.

6.11 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.

6.12 As a general principle, when additional shifts are required, preference will be given in the first instance to part-time employees.

6.13 Employees will not be required to change between day and night duties more than once in any 80 hour fortnight except by mutual agreement between the employer and employee

6.14 For the purposes of public holidays, the definition of a day shall be in accordance with sub-clause 13.1.

6.15 Wherever possible an employee changing duties on consecutive days shall be rostered off for a minimum of 12 consecutive hours.

6.16 Duties, once commenced, shall be continuous unless otherwise agreed between the employer, the union and the employee.

6.17 Where rostering practices in existence prior to this Agreement have operated in more favourable ways than the provisions of Clause 6, they shall continue to apply and are not rendered null and void by this Agreement.

6.18 Changing Time

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

The following clauses shall apply to alternative hours of work / alternative rosters:

6.19 Alternative Hours of Work / Alternative Rosters:

In specific instances, i.e. shifts of longer or variable lengths, the ordinary hours for a full time employee are able to be averaged over a roster cycle of greater than one fortnight e.g.: an employee who works 12 hour shifts may work 120 hours over a 3 week roster and be considered to be fulltime. No employee shall be required to work more than a 12 hour rostered shift.

- (a) 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 the representatives of the parties. It is recognised that some areas may continue to utilise the standard eight hour roster alongside the 10/12 hours rosters. If a party to this Agreement wishes, for health and safety reasons, to change the above roster patterns, they shall engage in a process of consultation consistent with Clause 24 in order to do so.
- (b) Any 10 and 12 hour shifts shall be subject to (a) above.
- (c) Every employee shall have:
 - (i) at least 2 consecutive 24 hour periods off duty each week. No employee working 10 hours per rostered shift shall work more than five consecutive duties. Where five consecutive 10 hour duties are worked the employee must then have a minimum of 3 consecutive 24 hour periods off duty. No employee working 12 hours per rostered shift shall work more than 4 consecutive duties. Where 4 consecutive 12 hour duties are worked, by agreement with the employee, then the employee must then have a minimum of 4 consecutive 24 hour periods off duty. It is recognised that 3 consecutive 12 hours shifts is the preferred maximum. Where 3 consecutive 12 hour shifts are worked the employee must have a minimum of 3 consecutive periods 24 hours off duty.
 - (ii) Alternative rosters may be agreed to by the employer and employee. Notwithstanding the foregoing, these off duty periods may fall separately no more than once every four weeks at the request of the employee or to facilitate rostering.
- (e) Meal Breaks and rest periods shall be observed in accordance with clause 7.0. In addition, an employee who works a 12 hour shift shall be allowed two meal breaks, one paid and one unpaid, each of not less than half an hour. The second meal break is to be taken after having worked eight hours of the shift. Such meal breaks shall be arranged so as to be spaced as near as possible at equal intervals. Employees working a 12 hour shift without an unpaid ½ hour meal break (eg Maternity staff) will be paid for this time but

the employer expects the employee to remain an extra 15 minutes at the end of the shift without pay for handover.

- (f) Minimum breaks between duties: No 12 hour roster shall contain breaks between duties of less than eleven consecutive hours. No 10 hour roster shall contain breaks between duties of less than nine consecutive hours. If the actual breaks are not achieved then the payment provisions of the overtime clause 8.2.2 shall apply. Note: if the employee requests a lesser break the overtime payments will not apply.
- (g) Overtime - the following payments shall apply (except in the case of 6.18(e)):
 - (i) Ten hour shifts: T1.5 after 10 hours for the 11th hour, then T2 for all hours worked thereafter;
 - (ii) Twelve hour shifts: T2 for all hours worked in excess of a rostered 12 hour shift;
 - (iii) For those employees working 12 hour shifts, overtime shall apply after 120 hours averaged over 3 weeks (Clause 8.2.2 shall apply);
 - (iv) For all other employees working alternative hours of work, overtime shall apply after 80 hours per fortnight (Clause 8.2.2 shall apply).
- (h) Annual Leave / Sick Leave: each day of annual leave or sick leave shall be calculated and paid according to the number of hours rostered to work on the day of such leave.

6.20 Alternative Rosters

The following alternative rosters or combination of rosters will apply during the term of this Agreement:

- 5 days on duty followed by 2 days off duty - 2086 hours p.a.
- 4 days on duty followed by 4 days off duty - 1460 hours p.a.
- 4 days on duty followed by 3 days off duty - 2086 hours p.a.
- 4 days on duty followed by 2 days off duty – 2086 hours p.a.
- (i.e.: shift length 8 hours and 35 minutes) or 1947 hours p.a.
- 2 days on duty followed by 2 days off duty - 2190 hours p.a.

A part-time employee may work within the rosters described above. The roster patterns listed do not apply to 12 hour shifts.

7.0 Meal Breaks and Rest Periods

6.21 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. There will be only one meal break of not less than half an hour during a 10 hour shift.

6.22 An employee 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.

- 6.23 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.
- 6.24 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, and the equivalent breaks for night duty where these occur during duty, shall be recognised as time worked.
- 6.25 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer. Where it is impractical to supply tea, coffee, milk and sugar free of charge, an allowance of \$1.31 per week in lieu shall be paid. This allowance shall continue during all periods of leave except leave without pay.

7.0 Salaries

Registered Nurse, Enrolled Nurse and Core Midwife

Registered Nurse and Core Midwife	Effective 4 December 2017	Effective 10 December 2018	Effective 9 December 2019
Step 5	68,088	69,450	70,839
Step 4	61,280	62,505	63,755
Step 3	58,000	59,160	60,343
Step 2	54,596	55,687	56,801
Step 1 (New Grad)	50,436	51,445	52,474
Enrolled Nurse			
Step 3	51,696	52,730	53,784
Step 2	47,913	48,872	49,849
Step 1	45,392	46,300	47,226

Designated Senior Nurse Salary Scales

	Effective 4 December 2017	Effective 10 December 2018	Effective 9 December 2019
Grade 1	72,286	73,732	75,207
	73,734	75,208	76,713
	75,178	76,682	78,215
Grade 2	73,734	75,208	76,713
	75,178	76,682	78,215
	76,624	78,157	79,720
Grade 3	80,322	81,928	83,567
	83,411	85,079	86,780
	86,499	88,229	89,994
Grade 4	84,956	86,655	88,388
	88,044	89,805	91,601
	91,133	92,956	94,815
Grade 5	89,588	91,379	93,207
	92,679	94,533	96,423
	95,769	97,684	99,638
Grade 6	92,679	94,533	96,423
	95,769	97,684	99,638
	98,856	100,833	102,850
Grade 7	95,769	97,684	99,638
	98,856	100,833	102,850
	100,871	102,888	104,946

NB1: When an employee works a shift as Ward Coordinator then the remuneration will be at Grade 1 Step 1 Senior Nurse Scale.

NB 2: District Nurses will be paid a specialist remuneration for the specific hours spent working at a special skill level. These hours will be for time actually spent administering and or monitoring the administration of Chemotherapeutic agents. The specialist rate for the applicable hours will be the next highest rate to their base rate. For a Registered Nurse at the top scale the step will be Grade 1 Step 1 of the senior pay scale.

7.1 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/midwife positions, placement on the scale will be based on job size, job content, responsibility, experience and qualifications. These shall reflect the outcomes of the Senior Nurse job scoping exercise undertaken in 2005.
- (d) A nurse previously employed on the top Enrolled Nurse step shall be appointed no lower than the second step of the registered Nurse scale when they qualify as a Registered Nurse.
- (e) Movement through the salary scales shall be at anniversary date and dependent on achievement of satisfactory performance as assessed at the annual performance review which shall be assumed to be the case unless the employee is otherwise advised. If progression is delayed then such progression will commence once satisfactory performance is achieved. Movement across senior salary grades shall only occur with a change in position.
- (f) Employees on fulltime study leave, with or without pay, shall continue to receive annual increments to which they would otherwise be entitled.
- (g) Where employees have taken parental leave then, for the purposes of movement through the steps, their review date will be moved by the same number of months as their absence on parental leave.

8.2. Overtime and Penal Time

8.2.1 Eligibility restricted for senior nurses

This clause shall apply to all employees except that for 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 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 senior nurses/midwives 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 day or the rostered duty whichever is greater, or 80 hours per two week period, when such work has been authorised in advance (for employees working alternative hours of work, see Clause 6.19 (g));
- (c) Overtime worked on any day (other than a public holiday) from midnight Sunday/Monday to midnight on the following Friday 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) Overtime worked from 2200-0600 Sunday to Friday, or from midnight Friday to midnight Sunday/Monday, or on a public holiday shall be calculated at double the ordinary rate (T2).
- (e) No employee shall be required to work for more than 12 consecutive hours where their normal shift is of 8 or 10 hours duration.

8.2.3 Penal Rates

- (a) Weekend rate - applies to ordinary time (other than overtime) worked after midnight Friday/Saturday until midnight Sunday/Monday shall be paid at time one half (T0.5) in addition to the ordinary hourly rate of pay.
- (b) Public Holiday rate – applies to those hours which are worked on the public holiday. This shall be paid at time one (T1) in addition to the ordinary hourly rate of pay. (See clause 13.6 for further clarification.)

- (c) Night rate – applies to ordinary hours of duty (other than overtime) that fall between 8 pm. and until completion of the rostered night duty from midnight Sunday/Monday to midnight Friday/Saturday and shall be paid at quarter time (T0.25) in addition to the ordinary hourly rate of pay.
- (d) Overtime and weekend/public holiday or night rates shall not be paid in respect of the same hours, the higher rate will apply.

9.0 Call Backs

- 9.1. **Rate:** Call-back is considered overtime and will be paid at the rates specified in clause 8.2.2 (c) or (d).
- 9.2. **Minimum Payment:** An employee shall be paid for a minimum of three hours, or for actual working and travelling time, whichever is the greater, when the employee:
- (i) is called back to work after completing the day's work or duty, and having left the place of employment; or
 - (ii) is called back before the normal time of starting work and does not continue working until such normal starting time;
- except that call-backs commencing and finishing within the minimum period covered by an earlier call-back shall not be paid for where a call-back commences before and continues beyond the end of a minimum period for a previous call-back. Payment shall be made as if the employee had worked continuously from the beginning of the previous call-back, to the end of the later call-back.
- 9.3. **Transport:** Where a nurse/core midwife who does not reside in employer accommodation is called back to work outside the nurse's normal hours of duty in respect of work which could not be foreseen or prearranged, CCHCL shall either:
- (i) provide the nurse/core midwife with transport from the nurse's place of residence to the institution where the employee is employed and to the place of residence from the institution; or
 - (ii) reimburse the nurse/core midwife the actual and reasonable travelling expenses incurred in travelling from the nurse's place of residence to the institution or from the institution to the nurse's place of residence, or both travelling to and from the institution.
- 9.4. Where an employee is "on call" the allowance set out in clause 10 below will be paid.

10.0 Superannuation

- 10.1. Pursuant to S46 of the Kiwisaver Act 2006, new employees will join a Kiwisaver Scheme (other than employees engaged for less than 28 days), unless they choose to opt out. Current employees may choose to opt in to the Kiwisaver Scheme.
- 10.2. The employer will make contributions to the Kiwisaver Scheme, as required, to meet the statutory requirements of the Kiwisaver Act 2006.

11.0 Allowances

11.1 On Call

- (i) 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.
- (ii) Where an employee is instructed to be on call during normal off duty hours, an on call allowance of \$8.00 per hour shall be paid.

Where the employee's On Call hours straddle a public holiday then they shall be paid at \$10.00 per hour for those hours which occur on the public holiday.

- (iii) When called into work, an employee shall be paid for a minimum of three hours, or for the actual working and travelling time, whichever is the greater.
- (iv) The on call allowance is payable for all hours the employee is rostered on call. However, while called into work, the Allowance will not be paid after the first 3 hours of time worked. Maternity staff will be covered by Clause 11.1(v).
- (v) When the Maternity Ward is closed the employee rostered to work that shift will be paid a retainer of \$12.00 per hour. This retainer will not be paid once the employee comes to work.

Where the maternity retainer is paid on a public holiday then that payment shall be at \$18.00 per hour for those hours which occur on the public holiday.

- (vi) 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.
- (vii) In services where the employer's operational requirements and staffing levels permit, employees working seven day rosters should not be rostered on call on their rostered days off.
- (viii) An employee who is required to be on call and report on duty within 20 minutes shall have access to an appropriate locator or a cell phone.

11.2 Meal Allowance

- (i) A meal allowance of \$7.00 will be paid to all employees who work a 12 hour night shift.

11.3 Higher Duties

- (i) 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.
- (ii) The higher duties allowance payable shall be paid at a rate of \$21.50 per 8 hour duty for a minimum of 3-5 days inclusive. Acting up for 1-2 days only does not attract the Higher Duties Allowance.
- (iii) 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.
- (iv) The period for which higher duties allowance will be paid commences on the first working day on which the higher duties are performed.

12.0 Reimbursing Payments

12.1 Annual Practising Certificate

Where a nurse/core midwife 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.
- (d) The Employer will only pay one APC unless there are operational requirements for an employee to maintain both nursing and midwifery

12.2 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.
- (b) Employees who are instructed to use their motor vehicles on employer business shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time.

12.3 General

In circumstances not addressed by this clause, any expenses incurred on behalf of the employer shall be reimbursed in accordance with individual CCHCL policies.

13.0 Public Holidays

13.1 For the purposes of public holiday pay entitlements, the following sets out the definition of a 'day'. Where an employee is rostered to either work or be on call during a Public Holiday then, for the purposes of calculating entitlement, the following shall apply.

- (a) The parties agree that the Public Holiday 'day' shall be recognised as a 24 hour period.
- (b) That 24 hour period shall commence from the start of the evening shift on the evening prior to the Public Holiday commencing.
 - In the case of the Inpatient Ward the 24 hours will start at 7.00pm on the evening prior to the Public Holiday commencing and finish at 7.00pm on the day of the Public Holiday. ie where the majority of the shift falls on the public holiday.
 - In the case of the Maternity Ward the 24 hours will start at 8.00pm on the evening prior to the Public Holiday commencing and finishing at 8.00pm on the day of the Public Holiday. ie where the majority of the shift falls on the public holiday
- (c) This means that the period from 7.00pm or 8.00pm respectively on the day of the Public Holiday, shall be treated as a normal working day with regular penal rates applying and the employee shall not be entitled to an alternative day.

13.2 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	Labour Day
Christmas Day	Boxing Day
Anniversary Day (as observed in the locality concerned).	

13.3 In order to maintain essential services, the employer may require an employee to work on a public holiday when the public holiday falls on a day which, but for it being a public holiday, would otherwise be a working day for the employee.

13.4 When employees are required to work on 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.

13.5 The following shall apply to the observance of **Christmas Day, Boxing Day, New Year's Day, 2 January, Waitangi Day and ANZAC day** 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) When the public holiday for the employee is observed on the Saturday or Sunday, then the weekday is treated as a normal working day for that employee, subject only to the possible payment of weekend rates in accordance with Clause 13(d) below.
- (c) 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
- (d) Should **Christmas, Day, Boxing Day, New Year's Day or 2 January** fall on a weekend, and an employee is required to work on both the public holiday and the week day to which the observance is 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.
- (e) Should **Waitangi Day or Anzac, Day** fall on a weekend, and an employee is required to work on both the public holiday and the week day to which the observance is transferred, the employee will be paid at ordinary rates for the time worked on the weekday/transferred holiday. Only one alternative holiday will be granted in respect of each public holiday.

13.6 An employee who is required to be 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 also works. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.

13.7 Off duty day upon which the employee does not work:

- (a) Fulltime employees –
For fulltime employees and where a public holiday, falls on the employee's rostered off duty day, the employee shall be granted an alternative holiday at a later date.

In the event of Christmas Day, Boxing Day, New Year's Day 2 January, Waitangi Day or ANZAC day falling on either a Saturday or Sunday and a full time employee is rostered off duty on both that day and the weekday to which the observance is transferred, the employee shall only receive one alternative holiday in respect of each public holiday.

- (b) Part-time employees –
Where a part-time employee's days of work are fixed, the employee shall only be entitled to public holiday provisions 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 public holiday provisions if they worked on the day of the week

that the public holiday falls more than 40 % of the time over the last three months. Payment will be relevant daily pay.

13.8 Public holidays falling during leave:

(a) Leave on pay

When a public holiday falls during a period of annual leave, sick leave on pay or special 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.

(c) Leave on reduced pay

An employee, during a period on reduced pay, shall be paid at the relevant daily pay for public holidays falling during the period of such leave.

14.0 Annual Leave

14.1 Employees, other than casuals, shall be entitled to 4.4 weeks (4 weeks & 2 days) 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 accrue annual leave at the rate of 5 weeks pa. For the purposes of this clause, “current continuous service” shall be any service with CCHCL which has not been broken by any single break of more than one week.

Part time employees shall be entitled to the annual leave provisions on a pro rata basis.

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.

14.2 Shift Employees

Employees 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.

Qualifying shifts are defined as a shift which involves more than 2 hours work performed outside the hours of 8.00am – 6.00pm, excluding overtime.

Number of qualifying shifts per annum	Number of days of additional leave pa	
	(8 hr shifts)	(12 hr shifts)
121 or more	5 days	3
96 – 120	4 days	3
71 – 95	3 days	2

46 – 70	2 days	1
21 – 45	1 days	1

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

14.3 Employees who do not work shift work as defined in clause 5 and who are required to participate on 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 13.2 are not entitled to leave under this sub clause.

14.4 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. Annual leave is to be taken within 12 months of entitlement becoming due. Where the annual leave is not taken within twenty-four (24) months of being accrued 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 is able to be accrued to a maximum of two years entitlement. 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 the last day of employment shall be the last day worked.

Part time employees shall be entitled to annual leave on a pro rata basis. An employee may anticipate up to one year’s annual leave entitlement at the discretion of the employer.

Payment of annual holidays will be paid in the pay that relates to the period during which the holiday is taken. Exceptions to this may be considered on a case by case basis.

On termination of employment, any outstanding annual holidays will be paid in the pay that relates to the employees final pay period.

15.0 Long Service Leave

- 15.1 On completion of ten years continuous service, an employee shall be entitled to long service leave of one week. Thereafter, on completion of each five years of continuous service, an employee shall be entitled to a further one week of long service leave. Entitlement will be based on employee's FTE status at the time of eligibility for long service leave.
- 15.2 Long Service Leave will be paid at T1 based on the hourly rate being earned by the employee at the time of taking the leave.
- 15.3 Leave without pay in excess of one month taken on any one occasion will not be included in the qualifying period.
- 15.4 Time spent on parental leave will not be included in the qualifying period.
- 15.5 Long Service Leave is to be taken in one period.
- 15.6 The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment.
- 15.7 In the event of the death of an employee who was eligible for long service leave, but has not taken the leave, any money due will be paid to the deceased estate.

16.0 Sick Leave

The following Sick Leave provisions shall apply and are inclusive of the minimum statutory entitlements under the Holidays Act 2003.

- 16.1 On appointment to a CCHCL, a full time employee shall be entitled to ten (10) working days paid sick leave for the first twelve months of employment, and an additional ten (10) 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 five (5) working days paid sick leave for the first twelve months of employment and a minimum of five (5) 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 for the first 5 days in each twelve month period. Thereafter they shall be paid at the normal rates of pay (T1 rate only).

- 16.2 In the case of the maternity unit, the employees will be paid at the relevant daily pay as prescribed in the Holidays Act 2003. In addition, when the maternity ward is closed, the employee taking sick leave will not have a sick day deducted from their entitlement.
This clause does not apply to the employees taking sick leave when the maternity ward is open. If the ward opens for part of the shift, then this clause will be calculated on a pro rata basis.

Where the employee has continuous sick leave of 3 days or more, these days will be paid as per Clause 16.1 and sick leave will be deducted from their entitlement.

- 16.3 Where the employee has taken sick leave and has been absent from work for at least three consecutive calendar days, the employer shall be entitled to require the employee to provide proof of entitlement to sick leave at the employee's cost.

The employer shall also be entitled to require the employee to provide proof of entitlement to sick leave within the three consecutive calendar days, at the employer's cost. The employer will inform the employee as early as possible that such proof will be required and agree to meet any reasonable expenses in getting this proof.

- 16.4 The provisions of this clause are inclusive of the special leave provisions of the Holidays Act 2003.

- 16.5 The employee may carry over, to any subsequent 12 month period of employment, up to 50 days current entitlement in any year, giving a maximum of 60 days sick leave. However, employees working 12 hour shifts shall be entitled to a maximum of 40 days sick leave.

- 16.6 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.

- 16.7 Where an employee is suffering from a minor illness which could have a detrimental effect on the patients or other staff, in the employer's care, the employer may, at its discretion, either:

- (a) place the employee on suitable alternative duties; or
- (b) direct the employee to take leave on full pay for not more than eight days in any one year, in addition to the normal sick leave.

- 16.7 **Domestic Leave:** The employer may grant an employee leave on pay as a charge against sick leave entitlement when the employee must, because of an emergency, stay at home to attend a member of the household who, through illness, becomes dependent on the employee. This person would, in most cases, be the employee's child, partner or other dependent family member.

- Approval is not to be given for absences during or in connection with the birth of an employee's child. Annual leave or parental leave should cover such a situation.
- At the employer's discretion, an employee may be granted leave without pay, where the employee requires time away from work to look after a seriously ill member of the employee's family.
- The production of a medical certificate or other evidence of illness may be required.

- 16.8 **Sickness during paid leave:** When sickness occurs during paid leave, such as annual or long service leave, the employee, may debited against the sick leave entitlement, (except where the sickness occurs during leave following the relinquishment of office) provided that:

- (a) the period of sick leave is more than three days a medical certificate is produced.
- (b) 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 16.8 apply.
- (c) Annual leave or long service leave may not be split to allow periods of illness of three days or less to be taken.

16.9 During periods of leave without pay, sick leave entitlements will not continue to accrue.

16.10 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 in line with the CCHCL's policy and Sick Leave practices. The focus of the review will be to assist the employee in establishing practical arrangements to recover from sickness or injury. For frequent or long term absence, and after exhausting all avenues, the employer reserves the right to consider terminating the employment for incapacity without compensation, with four weeks pay in lieu of notice.

17.0 Bereavement Leave

17.1 The employer shall approve special 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.

17.2 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay or any other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of clause 16.1 above. This provision will not apply if the employee is on leave without pay.

17.3 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.

17.4 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 17.1 above.

18.0 Parental Leave

- 18.1 Statement of principle - The parties acknowledge the following provisions are to protect the rights of employees during pregnancy and on their return to employment following parental leave.
- 18.2 Entitlement and eligibility - Provided that the employee is entitled to Parental Leave under the Parental Leave Act 1987, and that they assume or intend to assume the primary care of the child born to or adopted by them or their partner, the entitlement to parental leave is:
- (a) in respect of every child born to them or their partner;
 - (b) in respect of every child up to and including five years of age, adopted by them or their partner;
 - (c) where two or more children are born or adopted at the same time, for the purposes of these provisions the employee's entitlement shall be the same as if only one child had been born or adopted.
- 18.3 Length of Parental Leave
- (a) Parental leave of up to 12 months is to be granted to employees with at least one year's service at the time of commencing leave.
 - (b) Parental leave of up to six months is to be granted to employees with less than one year's service, but more than six months service, at the time of commencing leave.
- Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of the employer.
- (c) The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by the employer.
- 18.4 In cases of adoption of children of less than five years of age, parental leave shall be granted in terms of 18.2 and 18.3 above, providing the intention to adopt is notified to the employer immediately following advice from the Department of Child, Youth and Family services to the adoptive applicants that they are considered suitable adoptive parents. Subsequent evidence of an approved adoption placement shall be provided to the employer's satisfaction.
- 18.5 Employees intending to take parental leave are required to give at least **three** month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner or midwife certifying the expected date of delivery. The provision may be waived in the case of adoption.
- 18.6 The commencement of leave shall be in accordance with the provisions of the Paid Parental Leave and Employment Protection Act 2002.

18.7 An employee absent on parental leave is required to give at least one month's notice to the employer of their intention to return to duty. When returning to work the employee must report to duty not later than the expiry date of such leave.

NOTE: It is important that employees are advised when they commence parental leave that, if they fail to notify the employer of their intention to return to work or resign, they shall be considered to have abandoned their employment.

18.8 Parental leave is not to be granted as sick leave on pay.

18.9 Job protection -

- (a) Subject to 18.10 below, an employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:
 - (i) at the equivalent salary, grading;
 - (ii) at the equivalent weekly hours of duty;
 - (iii) in the same location or other location within reasonable commuting distance; and
 - (iv) involving responsibilities broadly comparable to those experienced in the previous position.
- (b) Parental leave shall be recognised towards service-based entitlements, ie: annual leave and sick leave.

18.10 Positions

- (a) The employer must, as a first preference, hold the employee's position open or fill it temporarily until the employee's return from parental leave. In the event that the employee's position is a "key position" (as defined in the Paid Parental Leave and Employment Protection Amendment Act 2002), the employer may fill the position on a permanent basis.
- (b) Where the employer is not able to hold a position open, or to fill it temporarily until an employee returns from parental leave, or fills it permanently on the basis of it being a key position, and, at the time the employee returns to work, a similar position (as defined in 18.9 (a) above) is not available, the employer may approve one of the following options:
 - (i) an extension of parental leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or
 - (ii) an offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in 18.9(b)(i) above for up to 12 months; or
 - (iii) the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of 18.9(b)(i) above for up to 12 months:

provided that, if a different position is accepted and within the period of extended parental leave in terms of 18.9(b)(i), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or

- (c) where extended parental leave in terms of 18.9(b)(i) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 24.3 of this contract.

18.11 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 18.9(a) above, parental leave shall cease.

18.12 Where, for reasons pertaining to the pregnancy, an employee on medical advice and with the consent of the employer, elects to work reduced hours at any time prior to confinement, then the guaranteed proportion of full-time employment after parental leave shall be the same as that immediately prior to such enforced reduction in hours.

18.13 Parental leave absence filled by temporary appointee - If a position held open for an employee on parental leave is filled on a temporary basis, the employer must inform the temporary appointee that their employment will terminate on the return of the employee from parental leave.

18.14 Employees on parental leave may from time to time and by agreement work occasional duties during the period of parental leave and this shall not affect the rights and obligations of either the employee or the employer under this clause.

18.15 Paid Parental Leave – Where an employee who is entitled to Parental Leave of up to 12 months as specified in clauses 18.2 and 18.3, returns to the same position they left at the time of taking parental leave, and returns before or at the expiration of leave, and completes a further six months service in the same position, then the following will apply:

The employer shall pay the employee a lump sum payment equivalent to eight weeks at the base rate applicable at the time of return to service (pro rata if less than full time). Such payment will be abated by any amount received by the employee from weekly statutory provisions.

In the case of employees working in the maternity unit, such payment shall be calculated at the base rate x the average number of hours worked in the previous 12 weeks immediately prior to their ceasing duty, abated by any amount received from the statutory provision.

This subclause (18.15) is only applicable to those employees who have been in continuous employment with CCHCL for a period of more than 12 months at the date parental leave is taken. Where an employee has previously taken Parental Leave, then for the purposes of determining subsequent entitlement under this clause (18.15) the period of employment will be calculated from the 1st day that the employee resumes service with CCHCL.

19.0 Jury Service/Witness Leave

- 19.1 Employees called on for jury service are required to serve. Where the need is urgent, the Employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.
- 19.2 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).
- 19.3 Where leave on pay is granted, a certificate is to be given to the employee by the Employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of juror's fees and expenses paid. The employee is to pay the fees received to the employer but may retain expenses.
- 19.4 Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the employee is not required by the Court, the employee is to report back to work where this is reasonable and practicable.
- 19.5 Where an employee is required to be a witness in a matter arising out of his/her employment, he/she shall be granted paid leave at the salary rate consistent with their normal rostered duties. The employee is to pay any fee received to the Employer but may retain expenses.

20.0 Leave to Attend Meetings

- 20.1 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.
- 20.2 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.
- 20.3 Any remuneration received by the Employee for the period that paid leave was granted shall be paid to the Employer.

21.0 NZNO Meetings

- 21.1 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.
- 21.2 The union shall give the employer at least 14 days' notice of the date and time of any union meeting to which clause 20.1 above is to apply.

- 21.3 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.
- 21.4 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.
- 21.5 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 (20.1-20.5) are inclusive of any entitlements provided by the Employment Relations Act 2000.

- 21.6 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 for travel where appropriate. This leave is intended to cover the time required for a nurse/midwife 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.

22.0 NZNO Right of Entry

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

Verbal or written notice shall be given to the employer of not less than one working day.

23.0 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.

- (a) Accordingly paid time off (at ordinary time rates) shall be allowed for recognised employee delegates to attend meetings with management, consult with union members, and other recognised employee job delegates and union officials, to

consult and discuss issues such as management of change, staff surplus, and representing employees.

- (b) Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.

The amount of paid time off and facilities provided shall be sufficient to enable delegates and Convenors of delegates (where these positions exist) to give adequate consideration to the issues in the workplace.

Where recognised workplace activities are required outside working hours, delegates shall be paid at ordinary rates or granted time in lieu on a time for time basis.

24.0 Employment Relations Education Leave

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

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

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.

25.0 Co-operation, Consultation and Management of Change

25.1 Management of Change

25.1.1 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.

25.1.2 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.

25.1.3 Therefore, the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters.

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

25.1.5 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.

25.1.6 Reasonable paid time off at T1 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.

25.1.7 Prior approval of such meetings shall be obtained from the employer and such approval shall not be unreasonably withheld.

25.1.8 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. CCHCL shall establish and/or continue the relevant arrangements in existence at the commencement of this Agreement.

25.2 Consultation

25.2.1 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.

25.2.2 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.

25.2.3 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.

25.2.4 Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.

25.2.5 However, the final decision shall be the responsibility of the employer.

25.2.6 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.

25.2.7 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 25.3.

25.3 Staff Surplus

When as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the reorganisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in subclause 25.3.4 below shall be invoked and decided on a case by case basis in accordance with this clause.

25.3.1 Where an employee's employment is being terminated by the employer by reason of the sale or transfer of the whole or part of the employer's business, nothing in this agreement shall require the employer to pay compensation for redundancy to the employee if:

- (a) The person acquiring the business or the part being sold or transferred -
 - (i) has offered the employee employment in the business or the part being sold or transferred; and
 - (ii) has agreed to treat service with the employer as if it were service with that person and as if it were continuous; and

- (b) The conditions of employment offered to the employee by the person acquiring the business or the part of the business being sold or transferred are the same as, or are no less favourable than, the employee's conditions of employment, including:
 - (i) any service related conditions; and
 - (ii) any conditions relating to redundancy; and
 - (iii) any conditions relating to superannuation -
 - (iv) under the employment being terminated; and

- (c) The offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either:
 - (i) in the same capacity as that in which the employee was employed by the Employer, or

 - (ii) in any capacity that the employee is willing to accept.

When condition (b) is not met, the employer may offer a lump payment equivalent to what the difference between the current wage and the new wage would be over a two year period.

Where the person acquiring the business does not offer the employee employment on the basis of (a), (b) and (c) above, the employee will have access to the Staff Surplus provisions.

25.3.2 Notification of a staffing surplus shall be advised to the affected employees and their Union at least one month prior to the date of giving notice of severance or enhanced early retirement to any affected employee. This date may be varied by agreement between the parties. During this period, the employer and employee, who can elect to involve their Union Representative, will meet to agree on the options appropriate to the circumstances. Where employees are to be relocated, at least three months' notice shall be given to employees, provided that in any situation, a lesser period of notice may be mutually agreed between the employee and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

25.3.3 The following information shall be made available to the Union representatives in respect of affected employees they represent:

- (a) the location/s of proposed surplus
- (b) the total number of proposed surplus employees
- (c) the date by which the surplus needs to be discharged

- (d) the positions, grading, names and ages of the affected employees
- (e) availability of alternative positions in the CCHCL.

On request the Union representative will be supplied with relevant additional information where available.

25.3.4 Options - The following are the options to be applied in staff surplus situations:

- (a) Reconfirmed in position
- (b) Attrition
- (c) Redeployment
- (d) Leave without pay
- (e) Enhanced early retirement
- (f) Retraining
- (g) Severance

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in subclause 25.3.11 will be applied as a package.

25.3.5 Reconfirmed in position - Where a position is to be transferred into a new structure in the same location and grade, where there is one clear candidate for the position, the employee is to be confirmed in it. Where there is more than one clear candidate the position will be advertised with appointment made as per normal appointment procedures.

25.3.6 Attrition - Attrition means that as people leave their jobs because they retire, resign, transfer, die or are promoted then they may not be replaced. In addition or alternatively, there may be a partial or complete freeze on recruiting new employees or on promotions.

25.3.7 Redeployment - Employees may be redeployed to a new job at the same or lower salary in the same or new location. The employee's preference for redeployment shall be given due consideration.

- (a) Where the new job is at a lower salary, an equalisation allowance will be paid to preserve the salary of the employee at the rate paid in the old job at the time of redeployment. The salary can be preserved in the following way:

an ongoing allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).

- (b) Where the new job is within the same local area and extra travelling costs are involved, actual additional travelling expenses by public transport shall be reimbursed for up to 12 months.

- (c) The redeployment may involve employees undertaking some on-the-job training.
- (d) Transfer provisions will be negotiated on an actual and reasonable basis.

25.3.8 Leave without pay - Special leave without pay may be granted within a defined period without automatic right of re-engagement. This provision does not include parental or sick leave.

25.3.9 Retraining

- (a) Where a skill shortage is identified, the employer may offer a surplus employee retraining to meet that skill shortage with financial assistance up to the maintenance of full salary plus appropriate training expenses.

It may not be practical to offer retraining to some employees identified as surplus. The employer needs to make decisions on the basis of cost, the availability of appropriate training schemes and the suitability of individuals for retraining.

- (b) If an employee is redeployed to a position which is similar to his or her previous one, any retraining may be minimal, taking the form of "on the job" training such as induction or in service education.

Where an employee is deployed to a new occupation or a dissimilar position the employer should consider such forms of retraining as in-service education, block courses or night courses at a technical institute, nursing bridging programmes, etc.

25.3.10 Enhanced early retirement

- (a) Employees are eligible if they have a minimum of ten years' total aggregated service with CCHCL,
- (b) Membership of a superannuation scheme is not required for eligibility.
- (c) The employee shall receive the following:
 - (i) 8.33 per cent of base salary (T1 rate only) for the preceding 12 months in lieu of notice. This payment is regardless of length of service; and
 - (ii) 12 per cent of base salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months service; and
 - (iii) 4 per cent of base salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one up to a maximum of 19; and

(iv) where the period of total aggregated service is less than 20 years, 0.333 per cent of base salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service; and

(v) a retiring gratuity if applicable.

(vi) Outstanding annual leave and long service leave may be separately cashed up.

25.3.11 Severance - Payment will be made in accordance with the following:

- (a) "Service" for the purposes of this subclause means total aggregated service with CCHCL.
- (b) 8.33 per cent of base salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment shall only be made where the requisite notice cannot be given. Notice that is of a lesser period than required by this document shall require the employer to pay an amount proportionate to the ungiven period of notice. This payment is regardless of length of service; and
- (c) 12 per cent of base salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and
- (d) 4 per cent of base salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
- (e) where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.
- (f) a retiring gratuity or service payment if applicable
- (g) outstanding annual leave and long service leave may be separately cashed up.
- (h) Where there is an offer of redeployment to reduced hours, an employee may elect to take a pro-rata compensatory payment based on the above severance calculation.

Nothing in this agreement shall require the employer to pay compensation for redundancy where, as a result of restructuring, and following consultation, the employee's position is disestablished and the employee declines an offer of employment that is on terms that are:

- (1) The same as, or no less favourable, than the employee's conditions of employment; and

- (2) In the same or similar position to the disestablished position in which the employee was employed by the employer; or
- (3) In any position in which the employee is willing to accept.

25.3.12 Job Search

Employees will be assisted to find alternative employment by being able to have a reasonable amount of time off work to attend job interviews without loss of pay. This is subject to the team leader/manager being notified of the time and location of the interview before the employee is released.

25.3.13 Counselling

Counselling for the employee and their family will be made available as necessary.

26 ***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.

26.1 **Reappointment after Absence due to Childcare**

26.1.1 Employees who resign to care for a dependant pre-school child or children may apply to their former employer for preferential re-appointment.

26.1.2 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.

26.1.3 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.

26.1.4 Absence for childcare reasons will interrupt service but not break it.

26.1.5 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.

26.1.6 Employees do not have a right of review against their non-appointment.

26.2 **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.

27 Confidentiality/Public Statements

- 27.1 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.
- 27.2 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.
- 27.3 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 employee's divisional General Manager 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.
- 27.4 Attention is drawn to the applicable employer Media Policy and the Privacy Act.

28 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.

- 28.1 The employer shall grant professional development leave of up to 32 hours per calendar year for full time employees (pro rated to no less than 8 hours per calendar year for part time employees) who are registered/enrolled nurses/midwives. 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.
- 28.2 Grants, scholarships, reimbursement and leave practices in existence prior to this Agreement, shall continue in place CCHCL where they apply.
- 28.3 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 any associated costs.
- 28.4 Professional development leave will be granted at T1 rate and shall not accumulate from one year to the next.
- 28.5 Any claim for expenses must be approved in advance and will be considered on a case by case basis.
- 28.6 New Graduate study days are in addition to those stated above.

- 28.7 Staff working on preparing a portfolio, obtaining or maintaining skill levels associated with the Professional Development and Recognition Programme are entitled to additional leave in order to undertake research or study associated with meeting the PDRP requirements as follows:

Level

Proficient	1 eight hour day p.a.
Expert/ Accomplished	2 eight hour days p.a.

- 28.8 It is acknowledged that designated senior nurses/midwives may require additional paid opportunities for development.

28.9 Professional Development and Recognition Programmes

In recognition of the importance of increasing the number of expert/ accomplished and proficient nurses and core midwives, an employee who reaches the following levels will receive a pro-rata 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 payable on all hours worked, and shall attract penal rates and overtime.

Employees who progress into the Designated Senior Scale shall not be entitled to the PDRP Allowances. Senior staff who are receiving the PDRP Allowance at the commencement of this Agreement shall have their entitlements 'grandparented'.

The rates of these allowances are as follows:

RN/MW Expert	\$4,500 p.a.
RN/MW Proficient	\$3,000 p.a.

EN Accomplished	\$4,500 p.a.
EN Proficient	\$3,000 p.a.

All PDRPs will be aligned to the "National Framework for Nursing Professional Development and Recognition Programmes" and Nursing Council NZ and HPCA Act (2003) requirements.

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

All Core Midwives will be able to progress within the Quality Leadership Programme, with all Midwives required to demonstrate competent level of practice. Achievement of the domains of confident and leadership is voluntary.

There will be processes in place to ensure the ongoing national consistency of PDRPs and transportability of recognition between CCHCLs.

Note: Senior Nurses' placement on and progression through the salary scale is not dependent on PDRP.

Principles

- (a) PDRPs shall be applied in a consistent manner.
- (b) The criteria for differentiating levels for each category of nurse and for progression shall be standard across the CCHCL and be based on demonstrated competence and skill acquisition.
- (c) The clinical career/workforce structure requires commitment to education and development of expertise. The employer will provide and facilitate such education.
- (d) No quotas or other in built barriers will be established to limit the numbers at each level of the pathway. Progression through the PDRP shall be based solely on achievement of specified agreed criteria, e.g.: for an expert EN post-registration and post-graduate education may be deemed to be equivalent.
- (e) When transferring either internally or externally, continuity of levels should occur with provision for the staff member to meet the competencies for the level in the new area within a negotiated period.
- (f) A staff member in a position which involves regular rotation between clinical areas shall maintain their level of practice and shall not be prevented from progressing if they apply for advancement.
- (g) A representative will be appointed to monitor the principles, to ensure a participative process is in place for developing the workforce structure and to make recommendations accordingly. These shall cover:
 - i. any changes or processes necessary to further the PDRP including education
 - ii. ensuring that the programme is managed consistently
 - iii. assisting in the development and monitoring of the review process and/or implementation difficulties
 - iv. ensuring appropriate training/information/support for all employees and managers involved in the PDRP.
- (h) The representative shall consult with and report back to the committee on the implementation of recommendations made.
- (i) A review/appeals process will be agreed upon and included in any accompanying policy.

29.0 Policies and Procedures

- 29.1 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.
- 29.2 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.
- 29.3 **Insurance Protection**
Insurance protection for employees travelling on work related business is provided in accordance with the CCHCL's insurance policy. The provisions of the insurance policy are available through the Human Resources department.

29.4 Leave Without Pay

Fulltime or part-time employees are able to take leave without pay each year, providing that such leave is mutually agreed between the employer and the employee, and is in accordance with the employer's policy on leave without pay.

30 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.

31 Health and Safety

31.1 The employer shall comply with the provisions of the Health and Safety in Employment Act 1992 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 in CCHCL

31.2 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.

31.3 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.

31.4 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.

31.5 Attention is also drawn to the employer's policies and procedures on health and safety.

31.6 The employer recognises that to fulfil their function health and safety delegates require adequate training, paid time and facilities.

31.7 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.

32 Accidents – Transport of Injured Employees

- 32.1 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), CCHCL 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.
- 32.2 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.
- 32.3 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.

33 Uniforms and Protective Clothing

- 33.1 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.
- 33.2 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.
- 33.3 Damage to personal clothing – An employee shall be reasonably compensated for damage to personal clothing worn on duty when required by CCHCL to wear such clothing, 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.
- 33.4 Clothing Allowance – An allowance of \$3.07 per day (or proportionate part thereof for nurses/midwives 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/midwife 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.

34.0 Payment of Wages

- 34.1 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 at the next pay period unless the error is significant, in which case a corrective payment must be made within one working day of the error being brought to the employer's attention.
- 34.2 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.
- 34.3 Any monies agreed, as being owed by the employee to the employer upon termination will be deducted from the employee's final pay.
- 34.4 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. Any errors will be corrected by the employer, and the employee notified.
- 34.5 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.
- 34.6 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.

35 Termination of Employment

35.1 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 CCHCL's disciplinary procedures and/or rules of conduct.

During a trial period the employer may terminate the employment relationship by providing two weeks' notice to the employee.

35.2 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 un-notified absence.

36 Harassment Prevention

36.1 Employees should refer in the first instance to the provisions and procedures specified in the employer's Harassment 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.

36.2 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.

36.3 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.

36.4 Guidelines for Supervisors and Guidelines for Complainants are available in the employer's Human Resources Manual and/or from the Human Resources Department.

36.5 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:

- (a) 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
- (b) is hurtful or offensive to the employee (whether or not that is conveyed to the employer or the representative); and
- (c) has, either by its nature or through repetition, a detrimental effect on the employee's employment, job performance or job satisfaction.

37.0 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 work place (employee manager) or outside the workplace (Department of Labour 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 Labour Department or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)

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

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

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.

38.0 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 CCHCL on request.

39.0 Additional Employment

CCHCL needs to be notified and give approval of any other employment, where that employment is deemed to place CCHCL in an unacceptable position regarding accident compensation liability or health and safety stress and fatigue legislation. Such approval will not be unreasonably withheld. A breach of this provision is regarded as serious misconduct.

Signed on behalf of Clutha Community Health Co Ltd:

Brian Dodds

Name

[Handwritten Signature]

Signature

15 / 12 / 2017

Signed on behalf of New Zealand Nurses Union:

Mike Yeats

Name

[Handwritten Signature]

Signature

13 / 12 / 2017