

Collective Agreement

between

Crest Hospital Ltd



And

NZ Nurses' Organisation



1 July 2022 to 1 July 2023

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1. PARTIES

1.1 The parties to this Collective Agreement are:

- (a) Crest Hospital Ltd
- (b) New Zealand Nurses' Organisation (the union)

2. COVERAGE

2.1 This agreement shall apply to employees working at Crest Hospital Ltd at 21 Carroll Street, Palmerston North who are members of the union in the following positions:

- Theatre / Ward / CSSD Team Leaders
- Registered Nurse /Specialist
- Enrolled Nurse
- Health Care Assistant / CSSD Technician
- Administration and Clerical

2.2 Nothing in this agreement shall apply to:

- a) Nursing Managers
- b) Theatre Manager
- c) Administration Managers
- d) Salaried employees
- e) Casual and part time administrative and clerical youth workers. Youth workers are defined as being less than 18 years old

2.3 Pursuant to the Employment Relations Act 2000 new employees must be employed under the terms consistent with the collective agreement for the first 30 days.

3. WORKING FOR ANOTHER EMPLOYER

3.1 A permanent employee requires the written approval of the employer to work for another employer if it is deemed by the employer, that the proposed employment could impact on the availability of the employee for hours of work, rostered duties and meeting the needs of health and safety.

3.2 If, having obtained the employers consent in subparagraph 3.1 the employee believes at any time that there may be a conflict of interest arising, they must advise the employer immediately.

4. DEFINITIONS

4.1 (a) Nurse Team Leader:

Is an appropriately qualified registered nurse who is appointed as Nurse Team Leader by the employer

(b) CSSD Team Leader:

Is a person employed to carry out non nursing duties and to co-ordinate the CSSD Team

(c) Registered Nurse:

Is an appropriately qualified and registered nurse in accordance with the HPCA 2003 who is employed on nursing duties by the employer

(d) Enrolled Nurse:

Is an appropriately qualified nurse (being the same meaning as that in the HPCA 2003) who is employed on nursing duties by the employer

(e) CSSD Technician/Assistant:

Is a person employed to carry out non-nursing duties in CSSD.

(f) Health Care Assistant:

Is a person employed to carry out tasks related to general ward and housekeeping duties and who assists with nursing care under the direction of a registered nurse.

(g) Full Time Employee:

Is an employee who works 32 hours or more per week on a permanent basis.

(h) Part Time Employee:

Is an employee other than a casual employee who works for less than 32 hours per week on a permanent basis.

(i) Casual (Resource) Employee:

Is an employee who has no set hours or days of work and who is normally asked to work as and when required.

(j) Duty Leader:

Is a registered nurse who has temporarily been appointed supervisory responsibilities by Manager.

(k) Week:

Is deemed from Sunday 12 am (midnight) to the following Sunday 12am (midnight).

(l) Service:

For the purposes of this agreement service is defined as current continuous service (full or part time) with Crest Hospital Ltd and its predecessors.

(m) Shift (Duty):

Is one or more periods of service required to be worked by an employee during any one period of 24 hours. There are three main shift categories - morning shift (0645-1515), afternoon shift (1445-2315), and night shift (2245-0715). The 2245-0715 8 hour shift is all paid at the applicable night rate. Variations of these shifts can also be worked by negotiation by mutual agreement.

Shift duty definition applies to Ward employees only. Employees working in areas other than the Ward shall have rostered shifts of 6, 8 or 10 hours in duration or as otherwise agreed. Working a rostered 10 hours shift remains by mutual agreement.

(n) Rostered & Rotating:

A set of days and hours which are not fixed where staff regularly work at least two different shift categories over the year.

Day Hours: 7.00 a.m. — 8.00 p.m. Monday to Sunday

Night Hours: 8.00 p.m. — 7.00 a.m. Monday to Sunday

Weekend Hours: 8.00pm Friday — 7.00am Monday

(o) Extended Shift:

An extended shift is any shift that exceeds 8 hours by mutual agreement (but excludes 10 or 12 hour shifts worked as part of a roster pattern).

5. TERM

- 5.1 This agreement will come into force on 1 July 2022 and will continue in force until 1 July 2023.
- 5.2 This agreement shall supersede and replace any previous agreements between the parties, whether written or verbal, that may have applied prior to the signing of this agreement.

6. VARIATION

Where one party of this Agreement proposes any variation that will affect employees bound by this agreement, the proposal shall be provided in writing to the other party to this Agreement. The proposal shall outline the variation sought, the reasons for the variation, the employees potentially affected and the likely effect of the employees concerned. Agreed variations shall be signed by both parties and have the same expiry date as the Collective Agreement and will be subject to ratification procedures.

7. HOURS OF WORK

Wherever practicable an employee shall be allowed a minimum break of nine hours between shifts.

7.1 ORDINARY HOURS

- 7.1.1 Ordinary hours of work will be a maximum of 80 over any 14 days, or otherwise agreed as stipulated in the employee's letter of offer.
- 7.1.1 The number of hours worked in each day and the number of days worked in any 14 day period can be negotiated with management provided that the minimum payment for any work done in a single day shall be 3 hours at the appropriate rate.
- 7.1.2 Night duties will be defined as being worked on the day where most of the hours fall. For example: a night shift starting at 2245 hours on Friday will be defined as a Saturday shift.
- 7.1.3 Employees will be given two consecutive days off in every seven rostered days provided that no more frequently than one week in four (and subject to agreement or in an emergency) the two days off may not be consecutive.
- 7.1.4 The roster will cover morning, afternoon and night duties Monday to Sunday inclusive. The roster will be available two weeks in advance. It is the employee's

responsibility to ensure that they are aware of their rostered times for starting and finishing work. Although the employer will endeavor to adhere to rosters once they have been written, it may be necessary to change the employee's hours unexpectedly. In these circumstances it will be discussed with the employee at the time and agreed mutually.

- 7.1.5 Flexibility in work hours may be granted to an employee on formal application on a case-by-case basis. Approval for flexible hours is at the discretion of the Manager and will only be considered if the job requirement allows it. If flexible hours are approved, the decision can be reversed at the sole discretion of the employer. Refer ERA 2000 6AA.

7.2 RECORDING OF HOURS

- 7.2.1 Hours of work are either recorded by a computerized rostering system, by a timesheet or by a time and attendance system.

7.3 SHIFT WORK

- 7.3.1 No employee shall be compelled to work a split shift.
- 7.3.2 Staff will work rotating shifts including public holidays if required. Where possible this will be by agreement with staff.
- 7.3.3 Any hours worked in excess of 8 hours will be paid at the appropriate rate refer clause 9.

7.4 ON CALL WORK

Theatre staff will not be required to work on an "on call" basis for routine surgery.

7.5 BREAKS AND DAYS OFF

- 7.5.1 No employee shall be rostered to work for longer than 8 hours in any one continuous period unless by mutual agreement.
- 7.5.2 Wherever practicable an employee shall be allowed a minimum break of nine hours between shifts.

7.6 MEAL BREAKS AND REST PERIOD

- 7.6.1 Meal breaks and rest periods will be provided as follows:

Time Period	Break
Up to 4 hours	One 15-minute paid rest break
Up to 6 hours	One 15-minute paid rest break; and One 30-minute unpaid meal break
Up to 10 hours	Two 15-minute paid rest break; and One 30-minute unpaid meal break

- 7.6.2 If the work period is greater than 2 hours but not more than 4 hours the employee will be entitled to a paid 15 minute rest break within the 4 hour period.
- 7.6.3 If the work period is greater than 4 hours but not more than 6 hours the employee will be entitled to a paid 15 minute rest break and a half hour unpaid meal-break within the 6 hour period.
- 7.6.4 If the work period is greater than 5 1/2 hours but not more than 8 hours the employee will be entitled to two paid 15 minute rest breaks and a half hour unpaid meal-break within the 8 hour period.
- 7.6.5 In a work period longer than 8 hours the employee will be entitled to the same pattern of breaks beginning again after the employee has worked a further 2 hours.
- 7.6.6.1 Should the employee be unable to take a meal break after 5 ½ hours (for a shift of 8 hours or more) due to no relief being provided, the employee will be entitled to add 30 minutes onto the hours worked for that day.
- 7.6.6.2 However, where the total ward (Note: this does not apply to theatre or recovery) acuity is less than or equal to 6 the Registered Nurse and Enrolled Nurse shall still be able to take their 30 minute uninterrupted unpaid meal break and it is reasonable for the employer to require the employee to take this unpaid meal break on site.
- 7.6.6.3 For the purpose of clarity should an employee be rostered to work a weekend shift and requires to take a unpaid meal break away from the workplace as their entitlement for family or personal reasons, they will be required to give 48 hours' notice to their team leader who shall provide cover in the normal way (refer clause 7.6.5.2).

7.7 DUTY LEADER

RNs who are appointed to act up to a duty leader role for a single shift, attract the higher responsibility allowance of \$3.00 per hour when in that role.

8. CREST HOSPITAL SALARY SCALE

The below wage scale shall be applied to the respective groups of employees covered by this collective agreement.

RN Grades	1 July 2022
Step 1	30.63
Step 2	32.31
Step 3	34.48
Step 4	36.73
Step 5	40.47
Step 6	41.68
Step 7	42.94

RN Team Leaders/ Quality Coordinators	1 July 2022
Step 1	45.83

Step 2	46.64
Step 3	47.44
Step 4	48.34

EN Grades	1 July 2022
Step 1	30.73
Step 2	31.65

HCA	1 July 2022
Step 1	22.41
Step 2	23.82
Step 3	25.41
Step 4	25.86
Step 5	26.62

CSSD	1 July 2022
Step 1	24.15
Step 2	25.20
Step 3	26.25
Step 4	27.30
* Step 5	28.35

* Progression require completion of relevant NZQA Technical Qualification

Administration		1 July 2022	1 September 2022
Entry Level	Living Wage	\$22.75	\$23.65
Maximum rate		\$28.00	
Team Leader		\$30.00	

8.1 SALARY PROGRESSION

Progression through any step will be annual, subject to the employee having satisfactory performance (with exception to Administrative and Clerical positions). The onus is on the employer to substantiate that the employee's performance is not satisfactory. Satisfactory performance means:

- Having a signed performance appraisal in the last 12 months; and
- No identified competence/performance / disciplinary issues in the last 12 months.
- For TLs – having a completed portfolio at a minimum of Proficient Level or above (or actively working towards this).

8.1.1 The Salary Scales shall be applied to respective groups of employees

On appointment the employees shall be placed on any steps of the relevant scale, taking into account the following factors:

1. Previous relevant experience (Work or Professional) the employer may credit this service.

2. Degree of difficulty in recruiting specific skills and/or experience required for the position.

8.1.2 Nurse Team Leaders Salary Progression

- a) RN Team Leaders whose Team Leader responsibilities fill their total contracted hours will be paid as per the relevant pay scale.
- b) Team Leaders are required to have and maintain a PDRP (at Proficient level or higher) or as a minimum a Nursing Council approved competency assessment that can demonstrate proficient level (or higher) competence.

8.1.3 Administrative and Clerical positions

- a) Appointment on the scale is by agreement
- b) Progression through pay scale is not by automatic increment.
- c) Pay increases will be negotiated when there is a significant change to the role of the jobholder.
- d) In all other circumstances, pay progression will be evaluated to take into account the performance, experience, skills and responsibilities of the individual.
- e) The request for a pay evaluation may be initiated by the employee after the first 12 months of service where an employee can demonstrate satisfactory growth in the abovementioned areas of service.

8.2 APPEAL PROCESS

If an employee is not satisfied that the employer's decision is fair and reasonable with regard to progression to step paid wage rate, the employee and NZNO representative (Delegate / Organiser) will develop and present the case to the CEO who shall give serious consideration to merits of the employee case and respond within 7 days.

9. PENALTY PAYMENTS

Rate 1 (Base Hourly Rate) is paid for:

- a) Weekdays, study leave, long service leave, conferences, and compulsory in-service.

Rate 2 (T1.25) is paid for:

- a) Night duty Sunday to Thursday inclusive
- b) Morning and afternoon duties on Saturdays and Sundays
- c) After 8pm on an afternoon duty Monday to Friday inclusive
- d) A shift that commences within 9 hours of finishing a previous shift

Rate 3 (T1.5) is paid for:

- a) Friday and Saturday night duties.
- b) Extended shifts, for each half an hour worked above 8 hours. (This is not applicable to paid meal breaks, or to a 10- or 12-hour shift worked by agreement)

Rate 4 (T2) is paid for:

- a) For each half an hour worked over 11 hours. (This is not applicable to paid meal breaks, or to a 10 or 12 hour shift worked by agreement)

10. HOURS WORKED ABOVE CONTRACTED HOURS PER FORTNIGHT

All hours worked in excess of the employees contracted hours per pay period fortnight will be paid at the appropriate rate as per clause 9 and must be authorised by the employees Head of Department before it is worked. In circumstances where this is not possible for whatever reason, the hours must be authorised as soon as possible after having been worked. All such hours must be recorded on the employees Kronos form and this form should be completed by the employee and signed by the Head of Department.

11. ON CALL AND CALL BACK

- 11.1 Employees will be paid for a minimum of three hours, or for actual working time, whichever is the greater.

Call Back

- 11.2 A call back only occurs where an employee has left the place of work having completed a rostered shift and has been asked by the employer to return to work to do an extended shift and will be paid at the applicable rate.
- 11.3 The employee can choose to accept or decline the additional work.

On Call

- 11.4 Where an employee is rostered to be on call during normal off duty hours and on call allowance of \$ 3.00 per hour shall be paid.

12. ALTERATION OF ROSTERED DUTIES

- 12.1 In the event of cancellation of a casual nurse's shift within 4 hours prior to the commencement of that shift a payment of \$50 for a day shift or \$60 for a night (11pm - 7am) shift will be made in lieu.
- 12.2 An allowance of \$30 will be paid should the following be requested by the Employer:
 - 1. A permanent staff member's rostered shift is exchanged for another shift within 24 hours and the scheduled commencement time of the shift is altered by more than hour.
 - 2. An additional shift is rostered to start with less than 24 hours' notice.
- 12.3 Management requiring permanent staff to change rostered shifts will obtain agreement from the staff concerned.
- 12.4 Cancellation of Rostered Shifts
 - 1. In the event of a rostered duty being cancelled with 24 hours or less notice the employee will be paid the relevant daily rate of pay for the period normally worked for that shift. Shifts cancelled during a public holiday will be paid at the normal rate of pay i.e. not the public holiday rate.



2. In the event of a cancellation of a rostered duty with more than 24 hours' notice the employee will not be paid for that cancelled duty. The employer will however where possible offer the employee an alternative duty not otherwise normally worked by the employee. Should an alternative duty not be available, and the cancelled shift causes the employees hours for that pay period to be under their contracted hours then they will be paid their contracted hours.

13. ANNUAL PRACTISING CERTIFICATE AND CSSD REGISTRATION

- 13.1 Where an employee is required by law and or the employer to hold a current annual practicing certificate, the cost of that certificate will be refunded to the employee provided:
 - (i) It must be a statutory requirement or required by the employer that a current certificate be held for the performance of duties.
 - (ii) The employee must be engaged in duties for which the holding of a certificate is a requirement.
 - (iii) The employee must be a member of the particular occupational class to whom the requirement applies.
- 13.2 The employer will reimburse CSSD Technicians their annual registration fee.
- 13.3 The employee is required to promptly notify their Manager of any agency, body or authority's action that may affect their ability to practice, including any alteration to their scope of practice. The employee is also required to promptly notify their Manager if any aspect of their practice is the subject of consideration by any authority, Court, Tribunal, or investigative agency, and the employee must update their Manager of any significant developments that occur in any such matter.
- 13.4 Payment of any practicing certificate or registration fee will be at the discretion of the employer for casual employees.
- 13.5 Failure to hold a current Practising Certificate may result in disciplinary action.

14. PROFESSIONAL DEVELOPMENT RECOGNITION PROGRAM

- 14.1 The employee may be required to participate in a New Zealand Nursing Council Accredited Professional Development and Recognition Program as stipulated by the Employer.
- 14.2 In recognition and where a Registered Nurse has completed levels 2 – 4 of the NZNC Accredited Crest Hospital PDRP program the following PDRP allowances shall apply:

Level 2	- \$2000 per annum or \$0.96 per hour
Level 3	- \$3000 per annum or \$1.44 per hour
Level 4	- \$4000 per annum or \$1.92 per hour

Payments will be made in an addition to the ordinary hourly rate and are pro-rata for staff who work less than 40 hours per week.



- 14.3 Effective from 1 April 2015 an Enrolled Nurse who has completed levels 2 - 3 of the NZNC Accredited Crest Hospital PDRP program the following PDRP allowances shall apply:
- Enrolled Nurse Level 2: \$0.24 per hour for every hour worked up to a maximum of \$500 per annum.
- Enrolled Nurse Level 3: \$0.48 per hour for every hour worked up to a maximum of \$1,000 per annum.
- 14.4 Effective from 1 July 2022 a Health Care Assistance who has completed levels 2 - 3 of the NZNC Accredited Crest Hospital PDRP program the following PDRP allowances shall apply:
- Health Care Assistance Level 2: \$0.24 per hour for every hour worked up to a maximum of \$500 per annum.
- Health Care Assistance Level 3: \$0.48 per hour for every hour worked up to a maximum of \$1,000 per annum.
- 14.5 Effective from 1 July 2022 a CSSD Technician who has completed levels 2 - 3 of the NZNC Accredited Crest Hospital PDRP program the following PDRP allowances shall apply:
- CSSD Level 2: \$0.24 per hour for every hour worked up to a maximum of \$500 per annum.
- CSSD Level 3: \$0.48 per hour for every hour worked up to a maximum of \$1,000 per annum.
- 14.6 Payment of any PDRP will be at the discretion of the employer for casual employees. Payments will be made as an addition to the ordinary hourly rate and are pro-rata for staff who work less than 40 hours per week.
- 14.7 \$1,000 per annum lump sum is payable in December to PDRP assessors if they have been performing the role for a full 12 months.

15. PROFESSIONAL INDEMNITY INSURANCE

NZNO membership includes professional indemnity insurance. In the event of an incident please contact your NZNO organiser as soon as possible to ensure coverage by the indemnity insurance.

Crest Hospital will also provide all clinical employees involved in the provision of direct patient care with Professional Indemnity Insurance to cover the investigation, defense, settlement, and any costs incurred in connection with any legal proceedings or inquiry arising from any circumstance or claim first known during their employment with Crest Hospital.

Crest Hospital will also maintain General Liability Insurance in respect of accidental personal injury or property damage caused by all employees arising from activities performed in the scope of their duties under this employment agreement.

16. STATUTORY HOLIDAYS

- 16.1 Employees will be entitled to statutory holidays in accordance with the Holidays Act 2003 and observed on the following days:



Christmas Day
 Boxing Day
 New Year's Day
 2 January
 Wellington Anniversary Day
 Waitangi Day
 Anzac Day
 Good Friday
 Easter Monday
 Matariki
 Queen's Birthday
 Labour Day

- 16.2 An employee who works on a statutory holiday will receive the following penal rates:
 Christmas Day and Boxing Day: T2 plus an alternative day.
 All other statutory holidays: T1.5 plus an alternative day
- 16.3 Permanent employees who work on a variable roster but on a regular basis shall, where one of the statutory holidays referred to above falls on the day on which an employee does not work, still receive a day's pay in addition to the weekly wage, subject to the following occurring; the employee has worked three out of five of the previous weeks on the day on which the public holiday falls.
- 16.4 Employees required to be on call on a statutory holiday and not required to work are entitled to an alternative holiday.
- 16.5 Alternative days (Days-in-Lieu) are to be taken at a time agreeable to the employer and employee within 12 months.
- 16.6 Night shift employees are paid on the basis that the total shift is worked on the calendar day that the greater part of their shift is worked e.g. a shift worked from 10.45 p.m. Sunday to 7.15 a.m. Monday is deemed to be a Monday shift.
- 16.7 Therefore only one night shift (the one with seven hours worked in the statutory period) is deemed to have been worked on any statutory holiday and only that shift qualifies for the provisions set out in Clause 16.2.
- 16.8 Casual employees who work on a statutory holiday will receive the rate of pay set out in clause 16. 2 but are not entitled to an alternative holiday.

17. ANNUAL LEAVE

- 17.1 All employees shall be entitled to 4 weeks annual leave per annum following the first completed year of service as per the Holidays Act 2003.
- 17.2 Except on the completion of 5 years recognised current continuous service the employee shall be entitled to 5 weeks annual leave.
- 17.3 Casual employees will be paid 8% of their gross earnings at the completion of each period of employment.



18. LONG SERVICE LEAVE

18.1 All employees will become entitled to long service leave as follows:

- One special holiday of 1 week upon the completion of 10 years continuous service to be taken within five years of entitlement
- One special holiday of 2 weeks upon the completion of 20 years continuous service to be taken within five years of entitlement
- One special holiday of 1 week upon the completion of 30 years continuous service to be taken within five years of entitlement

19. SICK LEAVE

- 19.1 As per the Holidays Act 2003 an employee, on completion of six months continuous service shall be entitled to 10 days sick leave.
- 19.2 After each 12 months continuous service (after the first six months) a permanent employee shall be entitled to entitled to 10 days sick leave
- 19.3 Paid sick leave in advance within the first six months may be considered by the employer.
- 19.4 Sick leave entitlement accumulates to a maximum of 10 weeks.
- 19.5 Sick leave may be taken due to illness or non-work-related injury.
- 19.6 The employee may be required to produce a medical certificate for any periods of absence and further certificates may be required in the case of extended illness.
- 19.7 The employee shall where possible advise the employer prior to the commencement of a work period of their inability to work because of sickness.
- 19.8 Sick leave taken on a public holiday shall be paid at the relevant rate.
- 19.9 Where an employee must stay at home to attend to their children or a dependent relative, leave on the relevant rate may be granted where that employee has any sick leave outstanding.
- 19.10 The employer may at its discretion allow the employee to use unused sick leave to top up their ACC compensation in respect of work and non-work-related accidents which are subject to an accident claim.

20. BEREAVEMENT LEAVE

- 20.1 After 6 months continuous service, the employee will be entitled to paid bereavement leave of three days if they suffer bereavement on the death of their spouse, parent, child, brother, sister, grandparent, grandchild or spouse's parent.
- 20.2 After 6 months continuous service, the employee will be entitled to paid bereavement leave of one day on the death of another person if the employer accepts, having regard to relevant factors, that they have suffered a bereavement as a result of the death of that person. Relevant factors include the closeness of the relationship, responsibility for arrangements relating to the death and cultural responsibilities in relation to the death.



21. LEAVE WITHOUT PAY

- 21.1 Leave without pay is considered a privilege and must be applied for on a "Leave Application" form to the employee's Department Manager. Generally the employee will be required to take any annual leave before taking leave without pay.
- 21.2 If such leave is approved, under the Injury Prevention, Rehabilitation and Compensation Act 2001 the employee will not be entitled to weekly compensation based on the employee's pay if they become incapacitated due to an injury after the first 14 days of leave without pay.
- 21.3 Unpaid leave which relates to the employee's sickness or bereavement, in accordance with the Holidays Act 2003, will be included in the 12 months of continuous employment.
- 21.4 Any period of unpaid leave of more than 1 month for recreational or personal reasons (other than specified in clause 21.3) will not be included in the 12 months of continuous employment.

22. PARENTAL LEAVE

The provisions of the Parental Leave and Employment Protection Act 1987 and its amendments will apply.

23. STUDY LEAVE

In addition to leave for in-service education, staff are encouraged to undertake approved courses of study or training relevant to their employment. If deemed appropriate by the employer, the following study leave may be approved:

- 1. Paid leave up to 24 hours per annum. Study leave will be paid at the weekday rate.
- 2. Leave without pay for study.
- 3. Registered Nurses applying for level 4 PDRP will be granted one additional day study leave for work on their portfolios.

24. FAMILY VIOLENCE LEAVE AND FLEXIBLE (SHORT-TERM) WORKING ARRANGEMENTS

- 24.1 Crest Hospital acknowledges that employees may be affected by domestic violence. Crest Hospital will continue to support these employees, respecting their dignity and privacy in order to assist them to deal with the effects of domestic violence.
- 24.2 The Employee will be entitled to family violence leave in accordance with the Holidays Act 2003, subject to the Employee's eligibility under this Act.
- 24.3 The Employee will also be entitled to request flexible work arrangements for a period of up to two months in accordance with the Employment Relations Act 2000, subject to the Employee's eligibility under this Act.



25. UNION

- 25.1 Representatives of the union will have reasonable access to their members on the premises at all times, subject to prior arrangement with the employer.
- 25.2 This will also cover the organisation and holding of employee meetings including delegate education courses as per the Employment Relations Act 2000.
- 25.3 The employer shall deduct fees from the wages of members of the union and shall remit them, together with a list of employees from whom deductions were made, to the union offices at regular intervals provided the union fee deductions have been authorised in writing by the employees concerned. The manner of deductions and remittance will be determined by agreement between the parties.

26. PAYMENT OF WAGES

- 26.1 The fortnightly pay period starts with the midnight Sunday shift and finishes at the end of the afternoon shift on Sunday a fortnight later.
- 26.2 Wages will be paid fortnightly and be credited to a bank account nominated by the employee within 4 days of the end of the pay period.
- 26.3 In special circumstances and subject to prior arrangement with the employer payment may be made by cheque.
- 26.4 The payment of wages on termination may be by cheque and will be subject to the employee returning all keys, uniforms, equipment and other items supplied by the employer (or the employer may deduct the residual value of unreturned items from any money owed to the employee whatsoever).

27. DEDUCTION OF WAGES

- 27.1 In the event of an overpayment of the employee's wages or salary, the employee agrees that the employer may recover the amount of the overpayment provided the employee is consulted with, given written notification of the employer's intention to recover the overpayment, the amount to be recovered, and a full explanation of the reasons for the overpayment. The Employer will consult with the employee to ensure there is no financial hardship and any deductions will be by mutual agreement.
- 27.2 In the event that leave is granted in advance it is on the basis that if the employee resigns before gaining their annual entitlement the amount owing will be deducted from the employee's final pay.
- 27.3 When notice of termination is given by the employer or the employee, the employer will advise the employee of any money or property owed to the employer. This advice will, except in exceptional circumstances, be at least two weeks before the last day of work. Following this advice, the employer may make deductions from the employee's wages in respect of any money or property owed to the employer which has not been repaid or returned to the employer before the employee leaves.

28. JURY SERVICE

- 28.1 Where an employee is obliged to undertake jury service, the difference between the fees (excluding reimbursing payments), if any, paid by the Court and the employee's ordinary rate of pay shall be made up by the employer, provided:
- (i) The employee must give notice of the date of the jury service as soon as possible.
 - (ii) That the employee produces the Court expenses voucher to the employer.
 - (iii) That the employee returns to work immediately on any days she/he is not actually serving on a jury.
- 28.2 These payments shall be made for up to a maximum of five days in respect of each separate period of jury service.

29. UNIFORMS

- 29.1 Where uniforms and other special clothing is required by the employer to be worn, these items will be supplied by the employer. All items supplied remain the property of Crest.
- 28.2 Crest will provide uniforms and a cardigan to all nursing staff as required. These uniforms are the property of Crest Hospital Ltd.
- 29.3 Protective clothing including gloves and shoes shall be made available to all Theatre staff as necessary if the nature of the work so requires.
- 29.4 For the purpose of calculating the value of unreturned items at termination, the initial value shall be reduced by 1/12th for each complete month which has elapsed since time of issue to account for fair wear and tear. Provided however, that the first obligation of the employee is to return all items supplied.
- 29.5 The employee when on duty is obliged to wear footwear and hosiery acceptable to the employer.

30. TERMINATION

- 30.1 The employee or the employer may terminate employment by giving the other four weeks' notice in writing. There may be special circumstances where less notice is mutually agreed. These will be considered on a case-by-case basis.
- 30.2 The employer may elect to pay the employee in lieu of all or part of the notice period and not require the employee to work out all or part of the notice period. This shall not constitute summary dismissal.
- 30.3 Nothing in this paragraph prevents the employer from summarily dismissing the employee without payment in lieu of notice, in the event of dismissal for serious misconduct.
- 30.4 Where the employee does not provide the employer with the required notice, the employee agrees that the employer can deduct from the employee's final pay an amount equivalent to the pay for the balance of the notice period the employee was required to give as an estimate of loss incurred by the employer due to the employee's breach of clause 30.1.

31. ABANDONMENT OF EMPLOYMENT

Where an employee is absent from work for a continuous period exceeding three days without the consent of the employer or without notice to the employer the employee shall be deemed to have terminated their employment unless the employer agrees there were extenuating circumstances.

32. REDUNDANCY

- a) Redundancy occurs when the employer determines that the employee is surplus to its requirements as a result of a restructuring of work practices or a company re-organisation.
- b) Consultation will be as per the consultation clause of this collective agreement.
- c) In the event that the employee's employment is terminated on the ground of redundancy, the notice period in the termination clause on this agreement will apply.
- d) Where the employee is offered redeployment, or where there is a redeployment opportunity on the same or similar terms and conditions of employment, and the employee declines to accept or seek redeployment or where the employee accepts redeployment into any position that is offered (whether the same or similar terms and conditions or not), the employee will be not entitled to any redundancy compensation.
- e) If the employees employment ends by reason of redundancy, the employee will be entitled to approach the employer to discuss other ways in which the employee feels the employer may be of assistance during the notice period (e.g. time off for interviews, EAP services, assistance with CV preparation and outplacement).
- f) Employees will be entitled to the following redundancy compensation:
 - Two weeks for the first full year of service
 - One week for each subsequent year of service
 - Capped a total of 10 weeks compensation

Note: This redundancy compensation supersedes any previous redundancy compensation the employee may have had.

33. EMPLOYEE PROTECTION

- 33.1 Where the employer is contracting out, selling or transferring all or part of the business where the employee is employed, the following provisions will apply:
 - (a) Where practicable, employees and the Union will be consulted about any proposal to sell all or part of the business or to contract out or transfer work before a final decision is made.
 - (b) If the employer decides to proceed with the proposed restructure it will negotiate with the new employer with a view to having the new employer offer all employees employment on conditions that are not less favourable than their current position and recognizing service as continuous.

- (c) The employee is entitled to choose whether or not to accept employment with the new employer. In the event that the new employer offers the employee employment in terms of clause (b) above, no redundancy situation will arise, and the employee will not be entitled to receive redundancy compensation, whether or not they choose to accept the offer of employment. The employee will be entitled to one month's notice of termination of employment with the employer (which is not in addition to any other notice period specified within this agreement).

34. MEDICAL INSURANCE

- 34.1 The employer will contribute the following amounts towards membership with the Southern Cross Health Society Medical Insurance Scheme:
 - (a) Up to \$1,500 per year for permanent staff contracted to working 20 or more hours per week (\$1,700 from 1 Nov 2022)
 - (b) Up to \$750 per year for permanent staff contracted to working less than 20 hours per week. (\$850 from 1 Nov 2022)

35. COMMUNICATION AND DELEGATES

Crest Hospital recognises the role of the union delegates. Delegates will have a combined time of up to 4 hours per month to carry out their union activities, such as representing employees in collective bargaining or when supporting union members.

Delegates must have the prior approval and agreement from the employer to perform delegate duties.

36. CONSULTATION

- 36.1 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 prior notification.
- 36.2 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.
- 36.3 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. 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.
- 36.4 Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
- 36.5 The consultation process will give employees affected, or likely to be affected, by any significant change to staffing, structures or work practice, and the NZNO organiser/delegate, the opportunity to put forward their views on any proposals or options developed for change prior to any final decision being made.

36.6 The process 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.

37. HEALTH & SAFETY

- 37.1 The employer and employees shall take all reasonable precautions for the safety and health of all employees. Employees who do become aware of damage or faults to equipment or the existence of other hazards that may endanger the health or safety of others shall immediately report such damage, fault or hazard to the employer.
- 37.2 The employer and the employee undertake to take all practical steps to ensure their safety at work in accordance with the Health and Safety at Work Act 2015.
- 37.3 In accordance with Crest Hospital Ltd H&S policy the election of Health and Safety Committee members will be in accordance with Part 2A 19C Development Employee Participation System: Health and Safety at Work Act 2015.
- 37.4 Medical examination: Where the employer has evidence of concerns regarding the employees safety, health or well-being, the employer may require the employee at any time to obtain a medical certificate from a doctor appointed by the employee, to assess whether the employee is fit to return or to continue work. The examination fees will be paid by the employer.
- 37.5 The employee is required to take all practicable steps in the course of employment to ensure their own safety and the safety of others. This includes protecting themselves and others from any hazards that may occur during the course of the day, as well as taking precautions to prevent any injuries to themselves or any other workers.
- 37.6 All hazards identified by the employee in the workplace are to be brought to the attention of the employer as soon as practicable so that remedial action may be taken as appropriate. Reporting of hazards may not be left to the next day. Furthermore, the employee must ensure that all accidents and injuries, particularly their own, are recorded in the accident register book as soon as practicable and within the same day of the injury occurring.
- 37.7 **Accident Recording:**
The employee must report to the employer all injuries/accidents that occur in the course of the employee’s employment. All such accidents must be reported before the end of the employee’s normal working day, or as soon as is practicable thereafter, and the following information must be provided:

- Date

- Time and location of accident
- What was the employee doing when the accident occurred
- A general description of the injury suffered
- The names of any persons who may have witnessed what occurred

A failure to report any injury, incident or accident may result disciplinary action.

38. SAFE STAFFING HEALTHY WORKPLACE

Refer to Crest Hospital Ltd Safe Staffing Health Workplace Policy.

39. HARASSMENT

Crest Hospital will not tolerate harassment – sexual, racial, or otherwise. Harassment is considered serious misconduct. Refer Crest policy for further information.

40. EXPLANATION OF SERVICES AVAILABLE FOR RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

40.1 Employment relationship problems are best resolved between the parties at the time the problem is identified. Employment relationship problems include a personal grievance, a dispute or other problems relating to or arising out of the employment relationship. All will be managed according to the provisions of the Employment Relations Act 2000 and any further amendments. Any problems with the fixing of new terms and conditions of employment are not included under this provision.

The employer and the employee agree that they can both save time and help preserve the working relationship by solving their own problems as far as possible.

Following are some suggestions of what the employee might do if they think there is a problem:

- 40.2 Make sure there really is a problem before raising it with the employer. Check the facts.
- 40.3. Talk to the employer, either directly or with the help of a representative. Identify the facts so that misunderstandings can be cleared.
- 40.4. If the problem is not resolved by talking to the employer, either the employee or the employer can do any of the following:
- Contact the Ministry of Business, Innovation and Employment 0800 20 90 20.
 - Ask for the help of a mediator. The Ministry of Business, Innovation and Employment provides a mediator free of charge.
 - If the mediator does not solve the problem, either the employer or the employee can take the problem to the Employment Relations Authority for investigation. The Authority has the power to make Orders.
 - If the employee is not satisfied with the decision of the Employment Relations Authority, they can take the problem to the Employment Court for a judicial hearing.

- If the problem is a personal grievance, the employee must raise it with the employer in writing within ninety days of the date of the action they are complaining of.
- In some cases there are exceptional circumstances which allow the employee to raise a personal grievance outside the ninety day period.
- If the problem is about minimum entitlements under the law, the employee is able to ask a labour inspector to investigate.

41. CREST PROPERTY

All documents, standards, hospital software and other materials (whether relating to the business of Crest Hospital or its clients or patients) supplied to the employee or otherwise acquired by them in the course of their employment with Crest Hospital are the property of Crest Hospital and must be returned upon termination of employment.

42. ORGANISATIONAL POLICY

The employee agrees to abide by the policies, rules and procedures of the employer as they are communicated to the employee from time to time either orally or in writing and agree to abide by the provisions of the employee manual. A failure to comply with the employers policies, rules and procedures may result in disciplinary action.

43. SUSPENSION

- 43.1 The employer may suspend the employee from duties, on paid leave, when the employer is investigating potential serious misconduct.
- 43.2 The employer may suspend the employee from work without pay until the outcome of the police investigation and any prosecution has been ascertained.

44. MEDICAL INCAPACITY

- 44.1 In the event that the employee is incapacitated and unable to work due to long term illness or an injury, the employee's employment may be reviewed for reasons of incapacity.
- 44.2 Before taking any action under clause 44.1, the employer may require the employee to undergo a medical examination by a registered medical practitioner nominated by the employee. The employer will pay for reasonable costs of this medical examination. The employer shall take into account any reports or recommendations made available to them as a result of the examination or any other relevant medical reports or recommendations which the employer might receive from the employee or on the employee's behalf.
- 44.3 If the Employee refuses to attend a medical examination or assessment, the Employer reserves the right to make a decision regarding the Employee's fitness to perform their job position, on the information it has available.

45. GRATUITY

The employee is strictly forbidden to accept any gratuities or gifts from any person or business with which the employer has any kind of relationship without the express approval of the employer. If the employee is approached with the offer of such a gratuity or gift, they must report that approach to the employer immediately. Failure to comply with this clause will be treated as serious misconduct

46. POLICE VETTING

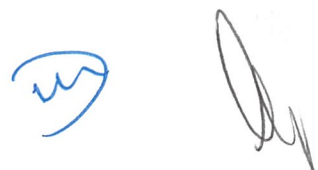
- 46.1 The employee agrees to undergo police vetting during their employment with the employer, as and when required by the Employer. Police vetting refers to the Employer obtaining a copy of an Employee's criminal convictions held on the Ministry of Justice's Computer System.
- 46.2 Where the Employee is charged with or has a criminal conviction that impacts on the trust and confidence the Employer may have in the employee, this may result in the termination of the Employees employment.
- 46.3 Where the Police commences an investigation into the Employee's alleged conduct or is charged with any criminal offence, the Employee is to immediately report this to the Employer. A breach of this clause may result in disciplinary action including termination of employment.
- 46.4 Where the employee is dismissed under Section 28 of the Vulnerable Children Act 2014 the termination is deemed to be a justifiable dismissal for the purposes of Part 9 of the Employment Relations Act 2000.

47. VACCINATIONS

- 47.1 The Employee confirms that he/she is fully vaccinated against Covid-19 (or any other virus or disease related to a pandemic) and warrants that he/she will maintain the required vaccination status, provided that this is mandatory in accordance with the relevant legislation (including any Orders thereunder), or otherwise required by the Employer (e.g., by way of a workplace policy).
- 47.2 In the absence of a confirmed fully vaccinated status the Employee's employment may be terminated.
- 47.3 Clauses 47.1 and 47.2 may be subject to any exemption that may be permitted under any public health order or workplace policy.
- 47.4 Any misrepresentation, including but not limited to omissions, by the Employee may constitute serious misconduct and may result in termination of employment by the Employer.

48. EMPLOYMENT RELATIONS EDUCATION LEAVE

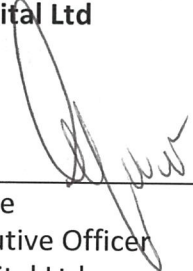
Union members are entitled to Employment Relations Education Leave (EREL) per the Employment Relations Act 2000



49. SIGNATORY PARTIES

Crest Hospital Ltd
Employer

Date



Lorna Grove
Chief Executive Officer
Crest Hospital Ltd

8/11/2022.

On Behalf of New Zealand Nurses' Organisation

Date 8-11-2022



Manny Downs
New Zealand Nurses Organisation