



EAST CARE LIMITED

THE NZ NURSES ORGANISATION INCORPORATED (NZNO)

COLLECTIVE EMPLOYMENT AGREEMENT

1 April 2019 – 30 June 2020

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**EAST CARE LIMITED AND NZ NURSES ORGANISATION
COLLECTIVE EMPLOYMENT AGREEMENT**

1. NATURE OF AGREEMENT

This agreement is a Collective Employment Agreement made pursuant to the Employment Relations Act 2000.

Application

(a) Parties

The parties to this Collective Agreement (hereinafter referred to as the "CA") shall be:

- (i) East Care Limited; and
- (ii) The NZ Nurses Organisation Incorporated (NZNO).

(b) Coverage

This Agreement shall apply to all employees of East Care Ltd employed in the provision of nursing, medical reception, and Clinical Support Assistant Duties.

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

All employees employed prior to the commencement date of this CA shall not have their incomes reduced by the coming into force of this Agreement.

(c) New Employees

New employees shall be offered, in writing, the opportunity to become a member of NZNO. The new employee shall, from the date of becoming a union member, be entitled to all benefits and obligations under this agreement.

Further to this, provisions of section 62 of the Employment Relations Act 2000 shall apply.

New employees whose work comes within the coverage clause to be employed on the terms and conditions in this Collective Agreement for the first 30 days of their employment. The employer and employee may agree additional terms that are no less favourable than the Collective Agreement.

2. DEFINITIONS

- "Week" shall mean the seven days from the first shift Monday morning to the end of the Sunday overnight shift
- "Shift" means a rostered period of time worked, but not less than four hours (unless varied by mutual agreement)
- "Working Day" means one rostered shift
- "Normal base rate means day rate including any competency rates

“Continuous service” means service at any work site which is unbroken except for periods of approved leave. By definition, this excludes any periods of casual service. A "full time" employee is one whose normal hours are 40 hours per week. A "part time" employee is one employed for less than 40 hours per week. Both categories are employed for a set number of pre-arranged hours and days each week in accordance with rosters.

- "Casual" means an employee who has no set hours or days of work and comes in as required. Each engagement stands as a separate period of engagement. A casual worker means that you shall work on an “as required” basis. From time to time, you agree to work for a specified period of time, which will be notified to the employee and agreed in advance (Assignment). All terms and conditions of this Agreement shall come into force at the commencement of each Assignment and shall continue in force until the Assignment is completed or earlier terminated in accordance with the provisions of this Agreement. It is understood that nothing in this Agreement shall be interpreted or understood to give you any expectation of continued employment or other obligation after the expiry or early termination of an Assignment.

3. INTENT OF AGREEMENT

During the term of this agreement the Employer and employees undertake to exercise their best endeavors to serve and promote the interest of East Care Limited. The employee shall perform professionally, honestly and diligently to the best of her/his ability, the duties and responsibilities set out in the Job Description. The employer shall conscientiously fulfil the role of employer and, in particular, provide administrative support, training and suitable resource material.

4. DUTIES

- (a) The duties to be undertaken include those set out in the Position Description at Appendix A (needs to be attached) of this agreement together with any other duties that may be agreed between the parties from time to time.
- (b) It is expected that those duties will be performed in accordance with the instructions of the employer and that the employee will devote all their normal working hours and best endeavors to performing the duties outlined or agreed in a manner that will promote the interests of the employer.
- (c) The employee also agrees to perform all other reasonable duties and comply with reasonable instructions issued by the employer.
- (d) Behaviour:
Staff are expected to behave at all times in a professional, responsible and respectful manner towards all people associated with East Care regardless of their association, be it patients, fellow employees, contractors or others.

5. COMPANY POLICIES

The employee agrees to comply with all East Care Policies, operating procedures, and any house rules in place from time to time and as amended by East Care. Copies will be made available to the employee.

6. HOURS OF WORK

6.1 Timetable/Roster

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.

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 of a staffing shortage or an increase in patient numbers, the Nurse Manager or delegate, is to be informed as soon as possible so additional cover can be put in place wherever practicable, or a change in workload priorities agreed to ensure safe workloads for all staff.

The contracted hours of work **and agreed number of shifts (and hours)** shall be spread throughout the 24-hour period Monday to Sunday in accordance with the applicable **fortnightly** rosters.

Rosters will be published not less than 4 weeks 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 4-week period.

Rosters once published shall not be changed without the agreement of both parties.

Changes to the employees **contracted** number of shifts (hours per working week), and the duration of shifts shall be set by agreement between the employer and employee.

Shifts will be no less than 4 hours in length, unless by mutual agreement.

The number of **contracted** hours may not exceed **85 in any fortnight** or 10 hours in any 24-hour period unless both parties agree.

From time to time in order to perform the job effectively or provide job cover, the employee may be requested to work additional hours or shifts as appropriate and so long as both parties agree.

6.2 Change of hours

Permanent employees will also be offered any additional hours as and when they become permanently available. East Care reserves the right to ensure the best mix of appropriate, qualified, competent and experienced personnel at all times, however the number of additional hours cannot bring the total hours worked in any **fortnight** to more than **85**.

If, due to personal circumstances, an employee requests to change their hours of work, such requests will not be unreasonably rejected.

6.3 Casual employees

The nature of casual employment is to cover absence of regular staff or to meet increased patient demands, so the hours of work will vary in each circumstance.

No minimum or regular hours, or shifts can be promised by the employer to the employee. Hours worked will be on an “as needed” basis.

The number of hours may not exceed 40 in a week or 10 hours in any 24-hour period unless both parties agree.

6.4 Minimum break between shifts

An employee is entitled to take a minimum break of 10 hours off duty between shifts.

6.5 Days off

Two days off shall be consecutive except by mutual agreement. It is expected that no employee shall work more than seven days in a row.

6.6 Rest breaks

Rest breaks shall be granted according to the Employment Relations Amendment Act 2018.: An interval of ten minutes duration shall be allowed to each employee for each shift between 2 hours and 4 hours and two 10-minute rest breaks shall be provided for each shift between 6 hours and 8 hours. without deduction from wages.

The employer shall provide hot water, tea, coffee, sugar and milk.

6.7 Meal break

Meal breaks shall be provided according to the Employment Relations Amendment Act 2018.

Where a shift is greater than 4 hours, there will be a rostered meal break of 30 minutes.

7. WAGE RATES

Rates, including penal rates, if applicable, are set out in the following tables;

7.1 REGISTERED NURSES (RN) AND CLINIC SUPPORT ASSISTANTS (CSA)

7.1.1 Registered Nurse

| From 1 April 2019 | DAY | EVENING | NIGHT | WEEKEND DAY | WEEKEND NIGHT |
|-------------------|-----------|----------------|----------------|----------------|----------------|
| | Base rate | Base rate +25% | Base rate +40% | Base rate +40% | Base rate +50% |
| Step 6 | 34.00 | 42.50 | 47.60 | 47.60 | 51.00 |
| Step 5 | 32.75 | 40.94 | 45.85 | 45.85 | 49.13 |
| Step 4 | 31.53 | 39.41 | 44.14 | 44.14 | 47.30 |
| Step 3 | 28.92 | 36.15 | 40.49 | 40.49 | 43.38 |
| Step 2 | 27.23 | 34.04 | 38.12 | 38.12 | 40.85 |
| Step 1 | 25.22 | 31.53 | 35.31 | 35.31 | 37.83 |

| From 1 April 2020 | DAY Base rate | EVENING Base rate +25% | NIGHT Base rate +40% | WEEKEND DAY Base rate +40% | WEEKEND NIGHT Base rate +50% |
|--------------------------|-------------------------|-------------------------------------|-----------------------------------|---|---|
| Step 6 | 35.70 | 44.63 | 49.98 | 49.98 | 53.55 |
| Step 5 | 34.25 | 42.81 | 47.95 | 47.95 | 51.38 |
| Step 4 | 31.53 | 39.41 | 44.14 | 44.14 | 47.30 |
| Step 3 | 28.92 | 36.15 | 40.49 | 40.49 | 43.38 |
| Step 2 | 27.23 | 34.04 | 38.12 | 38.12 | 40.85 |
| Step 1 | 25.22 | 31.53 | 35.31 | 35.31 | 37.83 |

7.1.2 CSA

| From 1 April 2019 | DAY Base rate | EVENING Base rate +25% | NIGHT Base rate +40% | WEEKEND DAY Base rate +40% | WEEKEND NIGHT Base rate +50% |
|--------------------------|-------------------------|-------------------------------------|-----------------------------------|---|---|
| CSA Lead | 25.22 | 31.53 | 35.31 | 35.31 | 37.83 |
| Step 4 Senior | 24.00 | 30.00 | 33.60 | 33.60 | 36.00 |
| Step 3 | 23.00 | 28.75 | 32.20 | 32.20 | 34.50 |
| Step 2 | 22.00 | 27.50 | 30.80 | 30.80 | 33.00 |
| Step 1 | 20.18 | 25.23 | 28.25 | 28.25 | 30.27 |

| From 1 April 2020 | DAY Base rate | EVENING Base rate +25% | NIGHT Base rate +40% | WEEKEND DAY Base rate +40% | WEEKEND NIGHT Base rate +50% |
|--------------------------|-------------------------|-------------------------------------|-----------------------------------|---|---|
| CSA Lead | 25.22 | 31.53 | 35.31 | 35.31 | 37.83 |
| Step 4 Senior | 24.00 | 30.00 | 33.60 | 33.60 | 36.00 |
| Step 3 | 23.00 | 28.75 | 32.20 | 32.20 | 34.50 |
| Step 2 | 22.00 | 27.50 | 30.80 | 30.80 | 33.00 |
| Step 1 | 20.18 | 25.23 | 28.25 | 28.25 | 30.27 |

The CSA lead role will operate at a level expected of a team lead role.

A senior CSA will have responsibilities or expertise in at least one specific area of clinic support or patient care.

It is expected that a CSA working six or more shifts per fortnight would have completed all the training requirements within 12 months of starting employment.

7.1.3 Base rate: day rate from the first shift Monday to 1800 Friday

7.1.4 Penal rates

- (a) **Evening rates:** applies to hours of duty that fall between 1800 to 2230 Monday to Friday and shall be paid at base rate plus 25% (T0.25).
- (b) **Night rates:** applies to the hours of duty that fall between 2230 until the completion of the rostered overnight shift for the period Sunday through to Thursday/Friday and shall be paid at base rate plus 40% (T0.40).
- (c) **Weekend night rates:** applies to the hours that fall between 2230 and the completion of the overnight shift on Friday/Saturday and Saturday/Sunday and shall be paid at base rate plus 50% (T0.50).
- (d) **Weekend rates:** applies from the first shift Saturday through to 2230 Sunday and shall be paid at base rate plus 40% (T0.40).

7.1.5 Progression

On appointment, the employer shall place the employee on the appropriate step, reflecting the number of years of relevant and transferable experience.

The employer will provide the appropriate systems and support to ensure that the competencies expected at each step are met. It is expected that a nurse, working six or more shifts per fortnight will progress to the next step after 12 months. Expected progression for any nurse working less than 6 shifts per fortnight will be agreed between the nurse and the nurse manager, based on number of shifts, previous experience as well as satisfactory performance.

Nurse progression through to step 6, is annual at anniversary date, subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised.

CSA progression through to step 3, is annual at anniversary date, subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised.

Employees will meet with their Manager every 6-12 months for a goal setting review and discussion of the appropriate support required to obtain the next level Any casual employee working more than 500 hours per annum can request an appraisal.

East Care commits to ensuring training and development is provided to assist the nurse in meeting the expected competencies for the next level of experience. These requirements will be clearly explained at the annual performance setting process and where required competencies are not being met, this will be well communicated throughout the year, with development plans in place to help the employee achieve the required level. Employees successful in advancing to a higher step will have their new step effective from anniversary date.

East Care commits to ensuring, within 6 months from date of signing this agreement, an agreed competency outline, based on number of years' experience, for each step will be developed in conjunction with the nursing team.

Where, an employee's anniversary dates falls between the commencement date of this agreement and agreement on the competency framework, on successful progression to the next step, this will be backdated to their anniversary date.

On transition:

Any nurse employed by East Care for more than a year will be placed on the relevant step reflective of the number of years post registration experience. Where this is less than the current rate of pay, the nurse shall remain on their current rate.

Where a nurse has been at East Care for less than 1-year, East Care will work with each nurse to determine the most appropriate step relevant to their experience. Where this is less than the current rate of pay, the nurse shall remain on their current rate. This will be carried out prior to the anniversary date to ensure no nurse will be disadvantaged whilst the competency outline is being developed.

7.2 Designated nurse roles

| From 1 April 2019 | Salary per annum | From 1 April 2020 | Salary per annum |
|--------------------------|-------------------------|--------------------------|-------------------------|
| Grade 4 CNE | 89,440 | Step 6 | 89,440 |
| Grade 3 | 87,360 | Step 5 | 87,360 |
| Grade 2 | 81,120 | Step 3 | 81,120 |
| Grade 1 | 76,960 | Step 1 | 76,960 |

A Clinical Nurse Educator has gained the necessary level of expertise in nursing and is able to train and develop a team of nurses and other health professionals

A grade 1 to 3 nurse specialist is an advanced practice nurse who can serve as an expert on specific treatment pathways or speciality areas. Their role extends beyond providing patient care.

Overtime and penal rates do not apply to designated senior roles. The salary incorporates payment for overtime and 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 manager.

7.3 Receptionists

7.3.1 Receptionist rates

| From 1 April 2019 | DAY | EVENING | NIGHT | WEEKEND DAY | WEEKEND NIGHT |
|-------------------------------|-----------|----------------|----------------|----------------|----------------|
| | Base rate | Base rate +25% | Base rate +40% | Base rate +25% | Base rate +40% |
| Supervisor | 26.00 | 28.75 | 32.20 | 28.75 | 32.20 |
| Customer Services Coordinator | 24.00 | 28.75 | 32.20 | 28.75 | 32.20 |
| Step 4 Senior | 23.00 | 28.75 | 32.20 | 28.75 | 32.20 |
| Step 3 Qualified | 22.00 | 27.50 | 30.80 | 27.50 | 30.80 |
| Step 2 Qualified | 21.00 | 26.25 | 29.40 | 26.25 | 29.40 |
| Step 1 Training | 20.18 | 25.23 | 28.25 | 25.23 | 28.25 |

| From 1 April 2020 | DAY | EVENING | NIGHT | WEEKEND DAY | WEEKEND NIGHT |
|-------------------------------|-----------|----------------|----------------|----------------|----------------|
| | Base rate | Base rate +25% | Base rate +40% | Base rate +25% | Base rate +40% |
| Supervisor | 26.00 | 28.75 | 32.20 | 28.75 | 32.20 |
| Customer Services Coordinator | 24.00 | 28.75 | 32.20 | 28.75 | 32.20 |
| Step 4 Senior | 23.00 | 28.75 | 32.20 | 28.75 | 32.20 |
| Step 3 Qualified | 22.00 | 27.50 | 30.80 | 27.50 | 30.80 |
| Step 2 Qualified | 21.00 | 26.25 | 29.40 | 26.25 | 29.40 |
| Step 1 Training | 20.18 | 25.23 | 28.25 | 25.23 | 28.25 |

A supervisor will be operating at a level expected of a team lead role.

The Customer Services Coordinator will be the lead person responsible for coordinating customer service across the urgent care and specialist centre.

A senior receptionist will have responsibilities or expertise in at least one specific area of reception support.

It is expected that a receptionist working six or more shifts per fortnight would have completed all the training requirements within 6 months of starting employment.

7.3.2 Receptionist base rate: day rate from the first shift Monday to 1800 Friday

7.3.3 Penal rates

- (a) **Evening rates:** applies to the hours of duty that fall between 1800 to 2230 Monday to Friday and shall be paid at base rate plus 25% (T0.25).

(b) Night rates: applies to the hours of duty that fall between 2230 and the end of the rostered overnight shift the following day and shall be paid at base rate plus 40% (T0.40).

(c) Weekend rates: applies from the first shift Saturday through to 2230 Sunday and shall be paid at base rate plus 25% (T0.25).

(d) Penal rates will be capped at an amount equivalent to Step 4 receptionist.

7.3.4 Progression

On appointment, the employer shall place the employee on the appropriate step, reflecting the number of years of relevant and transferable experience.

The employer will provide the appropriate systems and support to ensure that the competencies expected at each step are met. It is expected that a receptionist, working six or more shifts per fortnight, will progress to the next step after 12 months. Expected progression for any receptionist working less than 6 shifts per fortnight will be agreed between the employee and Manager.

Progression through to step 3, is annual at anniversary date, subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised.

Employees will meet with their Manager every 6-12 months for a goal setting review and discussion of the appropriate support required to obtain the next level Any casual employee working more than 500 hours per annum can request an appraisal.

East Care commits to ensuring training and development is provided to assist the employee in meeting the expected competencies for the next level of experience. These requirements will be clearly explained at the annual performance setting process and where required competencies are not being met, this will be well communicated throughout the year, with development plans in place to help the employee achieve the required level. .

East Care commits to ensuring, within 6 months from date of signing this agreement, an agreed competency outline for each step will be developed.

On transition:

Any receptionist employed by East Care for more than a year will be placed on the relevant step (1 through 3) reflective of the number of years' experience.

Where a receptionist has been at East Care for less than 1-year, East Care will work with each employee to determine the most appropriate step relevant to their experience.

7.5 Public holidays

Refer section 16 for public holiday rates and clauses

8. WAGE PAYMENT

Wage payment shall be made by direct credit to the bank of the employee's choice. Payment to be fortnightly not later than three working days after Sunday week ending. Employees shall be paid forthwith upon discharge.

Wage details

Employees shall be supplied in writing with details of the manner in which their wages are calculated.

Deductions

The employer shall be entitled to make deduction from the wage of an employee for absence due to the default of the employee or for sickness in excess of paid sick leave entitlement. The employer is responsible for the first week's pay after a work-related accident. If compensation is being received from elsewhere (insurance or ACC) the employer will not be responsible for any extra payment. Deductions may also be made for any loss or damage to premises or equipment, where such loss or damage has been caused by the employee misuse of equipment, failing to follow instruction, or reckless actions. The employer will consult with the employee before making such deductions, and to determine the most appropriate method for the deduction.

Time and wages record

The employer shall keep a time and wage record in accordance with the requirements of Section 130 of the Employment Relations Act 2000.

Transport expenses

Where an employee is expected to use her/his own motor vehicle in the course of her/his employment she/he shall be reimbursed at the appropriate state service motor vehicle scale.

Union Deductions

The employer shall, on written request from the employee, deduct from the employee's wages fees for the New Zealand Nurses Organisation. Such fees shall be remitted not less frequently than three monthly to NZNO.

Accidental Overpayment or Underpayment

In the event of an incorrect overpayment the employee will be informed of the amount beforehand and consulted with as to the intended method and timing for recovery. Deductions arising from such circumstances occurring in one pay period may be made from subsequent pay periods. No deductions shall be made from the employees' wages except with their written consent, as per the provisions of the Wages Protection Act:

Deductions with worker's consent

(1) An employer may, for any lawful purpose,—
(a) with the written consent of a worker; or
(b) on the written request of a worker—
make deductions from wages payable to that worker.

In the event of an accidental underpayment of remuneration, the deficit will be paid by the employer to the employee no later than the following pay day after the employee brings the matter to the attention of the employer.

9. HIGHER DUTIES ALLOWANCE

Where an employee acts into a higher management position for the duration of one or more shifts in the absence of the nominated supervisor, s/he shall be paid in addition to the normal daily wage a further two hours pay at his/her normal hourly wage.

10. WEEKEND COORDINATOR ALLOWANCE

A weekend coordinator allowance of \$25 per day shift will be paid to the nominated nurse coordinator in recognition of the additional responsibilities of this position.

11. SHIFT COORDINATOR ALLOWANCE

It is expected that a step 5 or higher nurse will be working at a level which incorporates shift coordination responsibilities. If a nurse, at step 4 or below is rostered as a shift coordinator, they shall be paid an allowance of \$8 per shift in recognition of this additional responsibility.

12. ON CALL ALLOWANCE

To ensure a safe staffing level and consistent level of care for our patients over the weekend period, East Care will introduce a rostered on-call shift from 7am Saturday to 11pm Saturday and 7am Sunday to 11pm Sunday. Unless otherwise agreed, no nurse shall be expected to be rostered on this on-call shift more than once in any 8-week period.

This will be paid at \$100 per on-call shift (two shifts per weekend)

The weekend Nurse coordinator can elect to call in the On-Call nurse for the following reasons

To cover a vacant shift (when a nurse calls in sick during the weekend)

For additional clinical support eg if a Dr calls in sick and can't be replaced or if clinic is unexpectedly busy

The nurse can be called in up to 11pm (and this may include for the overnight shift, provided the on-call nurse is fully orientated for night shifts)

On call nurse

to be available within 1 hour if required to come into clinic

Must be called for a minimum of 4-hour shift and maximum of 8.5 hours (inc overnight)

Be paid usual hourly rate (inc penals) for any shift they work (in addition to the on-call allowance)

If the nurse is called in and is also rostered to work the following day, the following day shift will be altered to ensure a 10-hour break between shifts (or otherwise as mutually agreed).

Any nurse called-in shall be entitled to a minimum of 10 hours break between shifts (refer cl 6.4).

13. CALL-IN ALLOWANCE

Where the Nurse Manager or their delegate offers nurses additional work within 24 hours of the beginning of the required work period, then a call-in allowance of \$20 will be paid. Where the call in is within 12 hours of starting work, a \$50 call in allowance will be paid.

By definition, casual employees are not entitled to a call-in allowance.

14. MEETING ALLOWANCE

- (a) In the interests of safety, efficiency, fostering of team collaboration, communication and service improvements, all employees are expected to attend meetings. Any meetings held outside of normal working hours shall be paid at normal base hourly rates of pay. Payment will be for a minimum of 2 hours where a nurse physically attends, otherwise will be for the actual length of attendance at meeting. A deduction may be made for lateness.
- (b) Staff meetings will be held no more than monthly unless there are exceptional circumstances eg a pandemic that require an additional meeting
- (c) It is recognised there may be times when an employee is not able to attend such a meeting for personal reasons. The employee is to let the manager as soon as practical so that alternative options can be explored. The employee acknowledges their responsibility to ensure they are up to date with the outcomes of the meeting.

15. REIMBURSEMENT OF ANNUAL PRACTICING CERTIFICATES

Where an employee is required by law to hold an annual practicing certificate, the cost of the certificate shall be reimbursed to the employee provided that:

- (i) it is a statutory requirement that a current certificate be held for the performance of duties in which the employee is engaged
- (ii) employment with the employer is the primary place of employment for the employee
- (iii) the employee works a minimum of 10 hours per week with the employer
- (iv) a copy of the certificate is given to the manager
- (v) Casual employees will be reimbursed for their annual practicing certificate after every year of service provided that they have worked a total of at least 500 hours in the relevant year and the above conditions are met.

16. PUBLIC HOLIDAYS

16.1 Full time and part time employees

You will be entitled to public holidays as specified in the Holidays Act 2003. Where the day in question would otherwise be a working day (usual rostered day) for you, you will be entitled to be paid for that holiday.

The Employer will be entitled to require you to work on a public holiday. Where you are required to work on a public holiday you will be paid for the hours worked based on the greater of:

- (a) The amount of your relevant daily pay, or, your average daily pay (less any penal rates) that relates to the time actually worked on that day plus half that amount again; or
- (b) The amount of your relevant daily pay that relates to the time actually worked on the day.

Where you are required to work on Christmas Day, that being the actual calendar day, you will be paid at double time as opposed to time and a half. In addition, a total extra allowance of \$75 in addition to the hourly rate will be paid.

For each holiday you work that was otherwise an ordinary (rostered) working day, you will also be allowed an alternative day's holiday.

Where you become entitled to an alternative holiday, and where you have not taken that alternative holiday within 12 months of entitlement, you may request the Employer to exchange your entitlement to the alternative holiday for payment.

The Employer will endeavour to accommodate requests not to work public holidays but it may be necessary for you to work on those days if no other employees make themselves available.

16.2 Casual employees

Where you work on a public holiday you will be paid for the hours worked based on the greater of:

- (a) The amount of your relevant daily pay, or, your average daily pay (less any penal rates) that relates to the time actually worked on that day plus half that amount again; or
- (b) The amount of your relevant daily pay that relates to the time actually worked on the day.

Where you work on Christmas Day, that being the actual calendar day, you will be paid at double time as opposed to time and a half.

17. ANNUAL LEAVE

- (a) Annual holidays shall be allowed in accordance with the Holidays Act 2003 and its amendments.
- (b) All part time and full time employees are entitled to four weeks annual holiday on the completion of 12 months of current continuous employment with the employer. For the purposes of calculating the employee's annual leave entitlement, the average working week will be based on your agreed 4-week shift package.
- (c) After the anniversary of the fifth year of employment, all full time employees shall be eligible for an additional one day's annual leave to be called a Loyalty day to be accrued at the fifth year and subsequent years of employment.
- (d) The employer shall pay all part time and full time employees taking annual holidays at the greater of the employee's:
 - i. ordinary weekly pay, applicable at the start of the holiday; or
 - ii. average weekly earnings for the preceding 12 months, before the start of the holiday;
- (e) All casual employees are employed on a casual, as required basis, and will instead of being paid for periods of annual leave, be paid holiday pay at the same time as the employees' wages.
A payment of 8% of your hourly rate will be paid in addition to your hourly rate, less tax, at the same time as your wage payments. Your pay slip will identify your hourly rate and holiday pay separately.
- (f) The taking of annual holidays is on each occasion subject to agreement between the employer and the employee. The employee shall endeavour to take their annual holiday within a period of 12 months of the date on which they become entitled to it.
- (g) Any annual holidays allowed to be taken in advance of entitlement shall be later deducted from the employee's entitlement or, where applicable, from any final payments on termination of employment. If no balance is due to the employee, overpayments shall be refunded to the employer of the outstanding balance.

- (h) Payment for annual holidays will be processed in the pay period that relates to the period during which the holiday was taken.
- (i) For all annual leave not taken within a year of falling due, the Employer will on consultation with the employee, with one month's notice, come to an agreement when the leave is to be taken. Where an employee's request to take annual leave has been declined by the employer due to the working demands of East Care, such leave may be accumulated following discussion and agreement between the employer and employee as to when the leave may be taken. Such leave should not accumulate beyond a period of 12 months.
- (j) No less than 10 days notice of the Employee's intention to take annual leave shall be given in the event that five days leave or a lesser amount is being requested. The Employee should give no less than 21 days notice of dates preferred for annual leave for periods of five days or more. In special circumstances, the Employer may in its sole discretion approve less days notice.

18. SICK LEAVE

- (a) On commencement the employee shall be entitled to paid sick leave of 5 working days in the first and each subsequent year of service, at the relevant daily wage. If the employee leaves the employment of East Care before this sick leave would have been granted under the Holidays Act, they agree to reimburse used sick leave on termination as a deduction from their final wage.

In addition, up to a further 5 days sick leave will be granted to all full-time employees. This entitlement shall be prorated for part time employees except that a part-time employee shall be receive no fewer than five (5) days paid sick leave as required under the Holidays Act.

- (b) All casual employees will be entitled to 5 days' sick leave pursuant to the Holidays Act 2003 if you have worked for 6 months at an average of at least 10 hours per week, and at least one hour per week or 40 hours per month. You will be entitled to an additional 5 days' sick leave for each 12-month period thereafter. Sick leave may be taken not only when you are sick or injured but also if your spouse or a dependent is sick or injured.
- (c) Sick leave shall accumulate to a maximum entitlement of 20 days over time or to 30 days if the employee is employed to work 60 or more hours per fortnight.
- (d) Such leave shall be available if:
 - (i) the employee is sick; or
 - (ii) the employee requires surgery; or
 - (iii) the employee's spouse (including persons living in a defacto relationship) is sick;
 - (iv) a dependent child or dependent relative of the employee is sick; or
 - (v) the employee requires mammography or cervical screening provided that leave for such purposes may also be taken in blocks of up to two hours at any one time.
- (e) Employees will contact their immediate Nursing Manager or Acting, or Receptionist Manager or Acting, within one hour of the employee's intention to take such leave with details of their intended absence (in person if possible). Texting, email, voice message will be unacceptable.

- (f) The Employee shall not be entitled to be paid under this clause for any day on which the Employee is paid earnings related compensation under the Accident Rehabilitation and Compensation Insurance Act 1992.
- (g) The Employer may require that any claim for sick leave is to be supported by a medical certificate, if the sickness or injury that gave rise to the leave is for a period of 3 or more consecutive calendar days. The Employee will be obliged to provide this certificate if it is so requested.
- (h) Should the Employee require more sick leave than that available, then the Employer shall consult with the Employee to seek agreement on how payment for extended sick leave may be covered and may exercise some latitude in these matters at its sole discretion.
- (i) For earnings related compensation where an employee is receiving payments from ACC as a result of an accident, the employer may supplement, upon request from the employee, the remaining 20% of their wages and this shall be debited against the employee's sick leave where there is an entitlement.

19. BEREAVEMENT LEAVE

- (a) An employee (not being a casual employee) shall be entitled to a maximum of three days leave at the relevant daily wage on each occasion and on production of satisfactory evidence of the death of their spouse, (including persons living in a defacto relationship), father, mother, brother, sister, child, grandparent, parents-in-law, grandchild, stepchildren, step-parents, step-sister step-brother or any other close relative/person in respect of whom the employer agrees that a bereavement has been suffered.
- (b) All casual employees, who have worked for 6 months at an average of at least 10 hours per week, and at least one hour per week or 40 hours per month, will be entitled to three days' bereavement leave per bereavement on the death of the employee's spouse or partner, parent, child, sibling, grandparent, grandchild, or spouse's or partner's parent.
- (c) If the employee suffers more than one bereavement at the same time, s/he shall be entitled to take bereavement leave specified in (a) above in respect to each bereavement.
- (d) The employer may in its sole discretion grant unpaid leave to any part time or full-time employee in order to accommodate various special bereavement needs not recognised in subclause (a) above.
- (e) One (1) days paid bereavement leave on each occasion where the employee has suffered a bereavement through the death of another person, taking into account relevant factors where the employer agrees that a bereavement has been suffered.
- (f) The employee is required to notify the employer as soon as possible before the employee's normal start time if the employee is requesting bereavement leave. If that is not practicable then the employee must notify the employer as early as possible after that time.

20. LONG SERVICE LEAVE

- (a) An employee, not being a casual employee, shall be entitled to long service leave as follows:
 - (i) One special holiday of one week after the completion of 10 years continuous service.
 - (ii) One special holiday of two weeks after the completion of 15 years continuous service.
 - (iii) One special holiday of three weeks after completion of 25 years continuous service.
 - (iv) One special holiday of four weeks after completion of 35 years continuous service.
 - (v) One special holiday of four weeks after completion of 40 years continuous service.

Long service leave must be taken within two years of entitlement shall be forfeited unless taken within these periods unless otherwise agreed by the employer.

- (b) All long service leave provided for in subclause (a) of this clause should be on ordinary pay as defined by the Holidays Act 2003, and may be taken in one or more periods, but no less than one week blocks, and at such time or times as may be agreed by the employer and the employee.
- (c) If an employee who has become entitled to long service leave as above, leaves the employment before the holiday or all of the leave has been taken, or forfeited, payment for the holiday shall be made.

21. PARENTAL LEAVE

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

22. JURY SERVICE LEAVE

- (a) 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.
- (b) An employee called for jury service shall advise the employer as soon as practicable.
- (c) Where the employee, not being a casual employee, is required to serve on a jury and the option of making application for exemption is not exercised, the employee shall be granted paid jury service leave of up to a maximum of 5 days. Any additional days beyond the first 5 days leave can be taken as annual leave or leave without pay.\
- (d) While the employee is receiving paid jury service leave, the employee upon receipt of payment from the court for jury service shall pass this payment onto the employer but may retain expenses. Where annual leave or leave without pay is granted, or where work attendance is not affected by the jury service, the employee may retain the juror's fees and expenses paid.

- (e) Where the employee is paid by the court via direct credit, the employee may provide evidence of the payment received for jury service to the employer so that the employer can deduct this amount from the employee's pay rather than the employee having to pay the employer.
- (f) If the employee fails to reimburse the employer the juror's fees received and fails to provide the evidence as to the court payment to authorise a deduction for the fees paid by the court, the employer shall be entitled to deduct the payment the employer made to the employee for the jury service attendance from wages due to the employee and the employee shall not be entitled to any payment from the employer for the time spent on jury service.
- (g) 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.
- (h) Where an employee is required to be a witness in a matter arising out of their current employment, they shall be granted paid leave at the relevant daily pay. The employee is to pay any fee received to the employer but may retain expenses.

23. DOMESTIC VIOLENCE LEAVE

Family violence is a widespread societal problem that affects many employees in some way. The Employer recognises that as the employer there is an opportunity to provide support to affected employees that may help limit some of the harmful effects of family violence.

An employee who is experiencing family violence may access up to ten days special leave in any twelve-month period for reasons connected to that violence such as to arrange alternative accommodation or to attend court.

Other safeguards and support options will be outlined in East Care's policy on Family Violence 2019. To be eligible for special leave an employee will be required to provide supporting documentation as outlined in the policy. East Care commits to ensuring an approved family violence policy is in place within 6 months of signing this agreement.

24. EMPLOYMENT RELATIONS EDUCATION LEAVE

1. The purpose of this clause is to provide Employment Relations Education Leave (EREL) for NZNO members to increase their knowledge of employment relations matters in order to build productive employment relationships, especially the duty of the parties to act in good faith.
2. The Employer shall grant leave on pay for employee's 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 |

- (a) For the purposes of this clause, calculating the number of full-time equivalent eligible employees employed by an employer –
 - i. an eligible employee who normally works 30 hours or more during a week is to be counted as 1;
 - ii. an eligible employee who normally works less than 30 hours during a week is to be counted as one-half.
- (b) The NZNO shall send a copy of the programme for the course and the name of employees attending at least 14 consecutive days prior to the course commencing.
- (c) The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.
- (d) Unused leave shall not accumulate from one year to the next.
- (e) Additional leave may be granted at the Employer's discretion.
- (f) The provision of Part 7 of the Employment Relations Act 2000 shall apply where any provision or entitlement is not provided for, or is greater than specified in the clauses above.

25. TERMINATION OF EMPLOYMENT AGREEMENT

The employment agreement may be terminated by the employer or employee by giving a minimum of four weeks notice in writing. In such cases, at the employer's option, the employer may pay the employee's salary in lieu of requiring them to work out the period of notice.

In the event of any serious misconduct, or any serious breach, serious non-observance or serious non-performance of any of the terms and conditions of this agreement, the employer retains the right to dismiss the employee. Dismissal will only be when there are circumstances justifying this option which have become apparent to the employer after a fully represented process of enquiry.

Where either party terminates this agreement without the requisite notice, four weeks wages shall be paid or forfeited as the case may require.

In instances of alleged serious misconduct the employer may suspend the employee on full pay for a reasonable period while the employer conducts an investigation into the incident.

Where the Employee absents himself/herself from work for a continuous period of three days or more without notifying or obtaining the consent of the Employer, he/she may be deemed to have abandoned his/her Employment. This decision will only be reached, if needed, following due process which will attempt to establish the employee's whereabouts by whatever means that are deemed appropriate. If the Employee is unable to notify the Employer of absence because of unforeseen hospitalisation or similar cause, he/she shall be given the opportunity of reinstatement.

In some circumstances, the employer may have no other option than to dismiss the employee on grounds of medical frustration of contract. In this instance special provisions will apply. Such matters will be dealt with professionally and discretely and through a process of consultation, with appropriate representation.

26. CERTIFICATE OF SERVICE

Upon request the employer shall provide a signed certificate setting out the nature and period of the employee's engagement.

27. CONFIDENTIALITY AND NON DISCLOSURE

As part of normal duties the employee may obtain, or have access to confidential information concerning the employer. Under no circumstances is any use to be made of this information except for purposes directly related to furthering the business objectives of the employer, as provided within the terms of the employee's delegated authority.

The employee undertakes not to disclose any confidential information relating to any patient, nurse, Medical Practitioner or Consultant, except as required or authorised by law, both during employment and following termination.

The employee shall not, whether during the term of this agreement or after its termination for whatever reason, use, disclose or distribute to any person or entity, otherwise than as necessary for the proper performance of their duties and responsibilities under this agreement, or as required by law, any confidential information, message, data or trade secrets acquired by the employee in the course of performing their services under this agreement. This includes, but is not limited to, information about the employer's business.

28. OTHER EMPLOYMENT AND CONFLICTS OF INTEREST

The employee may not engage in other employment without the Employer's consent, acting reasonably. Consent will be given provided that the other employment does not result in:

- (a) The risk of breach of the employee's duties as they relate to the Employer's confidential information, intellectual property rights, commercial reputation, or another conflict of interest that cannot otherwise be managed; or
- (b) A risk to the employee's health and safety, or the health and safety of others, with particular regard to the amount of hours the employee will be working and the timing of those hours should the other employment be consented to.

In particular, the employee may not engage in other employment with any direct competitor unless the Employer accepts that employment with the organisation will not result in the risk of a breach of your obligations in this agreement or the risk of movement of patients and/or employees or contractors of the Employer to that organisation.

The reason for the above provision is to protect the Employer's legitimate interests in its confidential information, intellectual property rights, and commercial reputation and/or to protect the employees your health and safety or the health and safety of others and to assist the Employer to meet its respective obligations pursuant to the Health and Safety at Work Act 2015. The employee agrees that these are genuine reasons based on reasonable grounds for including this provision.

Where the Employer has good reason to consider that other employment is contributing to performance issues this shall be managed as a disciplinary issue.

Consent will not be unreasonably withheld if the employees other employment constitutes working with a shareholder practice.

29. HEALTH & SAFETY

The management of East Care Group is committed to providing and maintaining a safe and healthy working environment for its employees, visitors, and all persons at the place of work.

To ensure a safe and healthy work environment, management will develop and maintain a Health and Safety Management System. Specifically, management will:

- (a) Set health and safety objectives and performance criteria for all managers and work areas;
- (b) Annually review health and safety objectives and managers' performance;
- (c) Actively encourage the accurate and timely reporting and recording of all incidents and injuries;
- (d) Investigate all reported incidents and injuries to ensure all contributing factors are identified and, where appropriate, plans are formulated to take corrective action;
- (e) Actively encourage the early reporting of any pain or discomfort;
- (f) Provide a treatment and rehabilitation plan that ensures a safe, early and durable return to work;
- (g) Identify all existing and new hazards and take all practical steps to eliminate, isolate or minimise the exposure to any hazards deemed to be significant;
- (h) Ensure that all employees are made aware of the hazards in their work area and are adequately trained to enable them to perform their duties in a safe manner;
- (i) Encourage employee consultation and participation in all matters relating to health and safety;
- (j) Enable employees to elect health and safety representatives;
- (k) Promote a system of continuous improvement, including the annual review of policies and procedures; and
- (l) Meet our obligations under the Health and Safety at Work Act 2015, Health and Safety Regulations, Codes of Practice, and any relevant Standards or Guidelines.

Every employee of the company is expected to share in the commitment to health and safety.

- (a) Every manager has a responsibility for the health and safety of those employees working under their direction.
- (b) Each employee is expected to play a vital and responsible role in maintaining a safe and healthy workplace through:
 - I. Observing all safe work procedures, rules and instructions;
 - II. Acting to prevent harm to themselves and all others in the workplace;
 - III. The early reporting of any pain or discomfort;
 - IV. Taking an active role in the company's treatment and rehabilitation plan, to ensure an "early and durable return to work"; and

- V. Ensuring that all incidents, injuries, risks, and hazards are reported to the manager, as soon as possible.

The Health and Safety Committee includes senior management representatives and elected health and safety representatives. The committee is responsible for the implementation, monitoring, review and planning of health and safety policies, systems and practices.

30. SAFE STAFFING HEALTHY WORKPLACES

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

The employer is committed to providing safe staffing and a healthy workplace for their employees. The employer is committed to ensuring worker representation in health and safety matters and encourages all employees to actively engage with the health and safety representatives for their workgroup.

Achieving healthy workplaces requires:

1. Having the appropriate levels of staff, skill mix, experience, and resourcing to achieve a match between workload demand and capacity to respond
2. Systems, processes and work practices that ensure an effective, credible, consistent and timely response to variance in workload demand
3. A workplace culture between employees and their managers that reflects an understanding and actively advocates a balance between safe quality care, a safe quality work environment and organisational efficiency.
4. Recognition that everyone can be a leader by using the authority (expertise) vested in their role to participate and constructively engage with others.
5. The development of a learning culture that emphasizes employees at all levels being given the opportunity to extend their knowledge and skills, as identified in their performance development plans where they are in place.
6. Appreciation that good patient outcomes rely on the whole team and that teams need opportunities to work and plan together.
7. Having the right tools, technology, environment and work design to support health and safety and to ensure effective health care delivery. This includes the opportunity to be involved in the decisions about what is needed and when.

NZNO delegates will be invited to attend and submit agenda items at East Care Health and Safety Committee meetings in order to monitor the efficacy of this clause.

31. SEXUAL HARASSMENT

Sexual harassment in the workplace is unlawful in New Zealand. It will not be tolerated at East Care. The East Care Staff Policy Manual outlines procedures to be followed in the event that any employee considers themselves sexually harassed.

32. CLOTHING

The employer will provide either a uniform top, which must be worn at all times with either black trousers or black skirt or a uniform top and trouser set. An employee working 4 or more shifts per week will be provided with 3 tops, or 2 tops and 1 top/trouser set.

Uniforms are to be returned upon employment terminating. The employee agrees to deduction from any final pay for items not returned.

Nursing staff will also be paid a laundry allowance of \$4 per week when they work a minimum of one shift in each week.

33. PROFESSIONAL DEVELOPMENT

In the interests of safety, efficiency, job evaluation or service improvements, staff will be required, on occasions, to attend training sessions. East Care shall provide employees opportunities to undertake additional professional development courses and assist with cost of selected courses.

- (a) Where the employer requires an employee to undertake a course the employer shall pay for the costs of that course and for the hours required to attend the course at the base rate specified in clause 7 of this agreement. The employer shall ensure that employees have access to such courses, such as by offering the course on more than one occasion.
- (b) All full time and part time nursing staff are entitled to paid study leave for Employer approved courses, after completing 6 months service. Nursing staff working 32 hours or more per week shall be entitled to 32 hours per annum. This will be prorated for part time staff but will not be less than one day per annum.

The study leave allowance includes all compulsory and in-house courses, as well as any reimbursement entitlement under the Professional Development Recognition Programme.

Casual employees are entitled to reimbursement for a maximum 12 hours of study leave per annum (pro rated), for approved courses, provided they have worked at least 500 hours over the past year.

- (c) Further paid study leave may be available at the discretion of the employer with consideration of the following criteria:
 - 1. Length of service at East Care.
 - 2. The relevance of the training and education to East Care.
 - 3. Whether the employee has access to other paid study leave through any other employment.

34. PROFESSIONAL DEVELOPMENT RECOGNITION PROGRAMME

1. PDRP levels of Proficient and Expert (for RNs) and Proficient and Accomplished (ENs) are recognised by East Care Limited as pathways of professional development for its nursing team. Competencies for nurses are set by the NZ Nursing Council and PDRP allows a nurse to show a level of practice above the base requirements for a registered or enrolled nurse.
2. PDRP is open to all registered and enrolled nurses employed either part time or full time by East Care. Any casual employee may apply to be part of this programme and the employer will consider this taking into account work experience, past performance, length

of service and hours worked. It is accessed through application by the nurse wishing to undertake PDRP by application through their line manager and will be accompanied by a portfolio which will be assessed under the CMDHB PDRP programme. Assessment will be conducted under the programme by the East Care PDRP assessor.

3. No quotas or other built in barriers will be established to limit the numbers at each level of the pathway.
4. When transferring either internally or externally, continuity of levels should occur with the provision of the staff member to meet the competencies for the level in the new area within a negotiated period. The negotiated period shall be up to 3 months from the date of commencement. This applies even if the area of practice has changed. The date of certification is taken from the original certificate date from a Nursing council of NZ accredited PDRP programme.
5. PDRP level attainment should be renewed at least every 3 years via portfolio assessment and practice level should be maintained during that period. Where practice level is deemed by the line manager to have dropped, a meeting will be held to discuss issues around expectations of PDRP level performance.
6. Full time or part time staff working on preparing a portfolio, obtaining or maintaining skill levels associated with the PDRP requirements are entitled to additional leave in order to undertake research or study associated with meeting PDRP requirements or levels.
 - i. Proficient: will be reimbursed 1 day per annum upon successful attainment of PDRP
 - ii. Expert/Accomplished: will be reimbursed 2 days per annum upon successful attainment of PDRP
7. When a PDRP level is approved by the assessor, an allowance will be paid as long as the employee maintains that level of practice. The allowance shall be effective from the date of submission of the portfolio to the line manager. This allowance shall be added to the base rate of pay and be payable on all hours worked, and shall attract penal rates and overtime.
8. Rates of payment for PDRP levels will be:
 - i. RN Proficient: Additional \$1 per hour
 - ii. RN Expert: Additional \$2 per hour

35. REDUNDANCY

- (a) In the event that the Employer considers Employee redundancies, the Employer shall:
 - i. Consult with the Employee/s and their union to seek their view of proposed restructuring and discuss with them the implications of changes and solicit their opinion and input.
 - ii. Consider Employee suggestions.
 - iii. Consider redeployment or retraining options.
 - iv. Encourage representation to be present at all consultation meetings.
 - v. In the event of redundancy becoming the option selected, discuss that intention with the Employee to be affected before giving notice of termination of Employment.
 - vi. Give at least four weeks notice, if possible, of impending redundancy.
 - vii. Give the Employee such reasonable time off while working out the period of termination as may be necessary to enable the Employee to seek alternative Employment.
 - viii. In the event of redundancy the redundancy compensation formula will be as follows:

Compensation for the first year of service or part thereof of 4 weeks salary (at the employee's ordinary rate of salary at the date of termination without overtime allowances) and compensation for each subsequent year of service or part thereof of 2 weeks salary (at the employee's ordinary rate of salary at the date

of termination without overtime or allowances) with the proviso that the redundancy compensation so calculated shall not exceed 14 weeks salary.

- (b) The employer may arrange for the employee to be made a suitable alternative offer of employment by another medical practice and where this is acceptable to the employee then no redundancy compensation shall be payable, providing that agreement by the employee shall not be unreasonably withheld. The minimum notice of redundancy under this provision will be one month; or

The employer may provide the employee with a period of notice of at least 6 months, and no redundancy compensation shall be payable.

- (c) No redundancy payment shall be payable in the event that the employee's employment is terminated solely as a consequence of the whole or any part of the employer's business being sold, transferred, merged or allied with that of another business and the new employer offers the employee employment in the same or a similar capacity, on terms and conditions no less favourable. In such circumstances the employee's service will be treated as being continuous.

- (d) A higher settlement than that specified in subclauses 28(a) above is not precluded.

36. EMPLOYEE PROTECTION PROVISION

This clause applies to restructuring as defined in Section 69L of the Employment Relations Act 2000. It will apply where East Care has entered into a contract or arrangement under which its business (or part of its business) is to be undertaken by another person or entity, or where the East Care's business (or part of it) is to be sold or transferred to another person or entity.

In the event of such a restructuring affecting an employee's position, East Care shall, as soon as is reasonably practicable, taking into account the commercial and confidentiality requirements of the business, commence negotiations with the other party involved in the restructuring ("Other Party") concerning the impact of the restructuring on the affected employee(s).

In those negotiations, East Care will, subject to any statutory, commercial confidence or privacy issues, provide the Other Party with all information about the employees who will be affected by the restructuring, including all details of their terms and conditions of employment, and it will make all reasonable efforts to ensure the other party will offer all affected employees employment on the same or substantially the same conditions of employment than they currently enjoy with East Care.

In the event that the other party does offer the affected employees employment on terms and conditions which are the same or overall no less favourable than their existing terms and conditions, then those employees will not be entitled to any redundancy compensation from East Care, whether or not they accept that offer.

However, if affected employees are not offered employment on terms and conditions which are the same or substantially the same then East Care will consult with those employees regarding whether there are any suitable alternative positions available for them. If no alternatives can be identified then East Care will advise the affected employees of their entitlements to notice and redundancy compensation as per clause 28 of this Agreement.

Nothing in this clause will impact on the employers existing obligations to provide employees with access to relevant information before any decision is made which may have any adverse effect on their continuation of employment.

37. CO-OPERATION, CONSULTATION AND MANAGEMENT OF CHANGE

The parties to this collective agreement recognise they have a mutual interest in ensuring that health services are provided professionally, efficiently and effectively, and that each has a contribution to make in this regard.

Regular consultation between the employer, its employees and the NZNO is essential on substantive 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.

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

The Employer accepts that NZNO delegates are the recognized channel of communication between NZNO and the Employer in the workplace.

Prior to the commencement of any significant change to staffing, structure or work practices, the employer 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.

Where an employer receives an indication of potential significant changes, they undertake to advise staff and the NZNO as soon as practicable of the possibility of these changes.

Consultation

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.

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. 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.

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

The consultation process will give employees affected, or likely to be affected, by any significant change to staffing, structures or work practise, 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.

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.

38. NZNO ACCESS TO THE WORKPLACE

- (a) The authorised NZNO representative shall be entitled to enter the workplaces at reasonable times, in a reasonable way and in compliance with health and safety requirements for purposes related to the employment of its members and/or NZNO’s business.
- (b) When the NZNO representative enters the workplace they will advise the manager they are entering the workplace and if the manager is not present the NZNO representative will leave written notice of the visit.
- (c) The employer recognises that it may not unreasonably deny a NZNO representative access to a workplace.

39. NZNO DELEGATES

- (a) The employer accepts that NZNO delegates are the recognized channel of communication between the NZNO and the employer in the workplace.
- (b) Accordingly paid time off (at ordinary time rates) shall be allowed for NZNO delegates to attend meetings with management, consult with NZNO members, other NZNO delegates and NZNO officials, and to consult and discuss issues such as management of change and staff surplus, provide employee representation and education around the collective agreement.
- (c) Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably held.
- (d) The amount of paid time off and facilities provided shall be sufficient to enable delegates to give adequate consideration to the issues in the workplace.
- (e) 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.
- (f) The employer will ensure that new Employees who come within the coverage of this agreement are provided with a copy of the collective agreement and information about NZNO. The Employer will advise new employees of who the relevant union delegates are and provide their contact details and an introduction to the union delegates at their facility as part of the new employee induction process.

- (g) Delegates shall endeavour to involve management at an early stage in the case of problems or disputes brought to the delegate's attention which need to be resolved.

40. NZNO MEETINGS

- a) NZNO members shall be entitled to four hours paid time off to attend NZNO meetings in each calendar year provided that each of the following conditions is fulfilled:
 - i. At least 14 days' notice of the meetings shall be given.
 - ii. Work shall resume as soon as practicable after the finish of the meeting.
 - iii. NZNO will consult with the employer to ensure that the employer's business is able to be maintained during any union meeting.
- b) The provisions of this clause shall be inclusive of any legislative entitlement to paid union meetings.

41. NO PASS ON

The employer parties agree that there will be no discussion with employees who are not members of NZNO until after any collective agreement has been signed.

The employer will not automatically pass on the terms and conditions of this agreement to employees who are not members of NZNO, except so far as clause 1(c) applies.

This shall not prevent the employer complying with s.62(2) of the ERA in regard to new employees within their first 30 days of employment.

42. KIWISAVER SUPERANNUATION

The provisions of the Kiwisaver Act 2006 and its amendments shall apply.

43. LEGISLATION

Terms and conditions based on current legislation may be altered when that legislation is amended or replaced to ensure compliance with the law.

44. RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS

Procedure for Resolving Employment Relationship Problems

- (a) It is important that the employer and employee deal effectively with any problems that may arise.
- (b) This procedure sets out information on how problems can be raised and worked through.

What is an employment relationship problem?

Anything that harms or may harm the employment relationship, other than problems relating to setting the terms and conditions of employment.

Clarify the problem

If either the employer or employee feels that there may be a problem in the employment relationship, the first step is to check the facts and make sure there really is a problem, and not simply a misunderstanding.

Either employer or employee might want to discuss a situation with someone else to clarify whether a problem exists, but in doing so they should take care to respect the privacy of other employees and managers, and to protect confidential information belonging to the employer. For example the employee could seek information / advice from:

- i. Pamphlets /fact sheets from the Employment Relations Service
- ii. NZNO
- iii. EAP Services Ltd

Discuss the problem

If either party considers that there is a problem, it should be raised as soon as possible. This can be done in writing or verbally. Provided the employee feels comfortable doing so, they should ordinarily raise the problem with their direct manager. Otherwise discussion of the problem can be arranged with another appropriate manager. A meeting will usually then be arranged where the problem can be discussed. The employee should feel free to bring a support person or a representative with them to the meeting if they wish.

The parties will then try to establish the facts of the problem and discuss possible solutions.

Mediation

- (a) If the problem is not resolved by discussion, any party may (without undue delay) seek the assistance of the mediation services provided by the Department of Labour.
- (b) All parties must co-operate in good faith with the mediator in a further effort to resolve the problem.
- (c) Mediation is confidential and, if it does not resolve the problem, is without prejudice to the parties' positions.
- (d) Any settlement of the problem signed by the mediator will be final and binding.
- (e) If the problem is not resolved by mediation, it may be referred to the Employment Relations Authority, and the remedies it may award, are set out in detail in the Employment Relations Act.

Personal Grievances

If the problem is a personal grievance, then the employee must raise it within 90 days of when the facts that give rise to the grievance occur or come to their attention. A personal grievance can only be raised outside this time frame with the agreement of the employer or in exceptional circumstances.

44. VARIATION OF AGREEMENT

This agreement may be altered by agreement in writing between the parties during its term. Should any matter arise which is not dealt with, or is dealt with in only the most general terms, the parties to this agreement shall commence negotiations to provide for any such matter. The negotiations will be conducted in good faith by all parties to provide for a variation of all or any of the provisions of this agreement so as to provide for the matter that arises which is not dealt with by this agreement or is dealt with in only general terms.

45. TERM

This agreement shall come into force on 1 April 2019 and shall expire on 30 June 2020.

46. COMPLETENESS

The terms and conditions set out in this agreement replace any previous agreements and understandings. Any unintentional changes, omissions or errors introduced into this document will not disadvantage any employee or the employer unless specifically negotiated.

47. SIGNATURE PAGE

Name: *G. Armstrong*
Signature: *[Handwritten Signature]*
Date: *4/6/19*

(on behalf of EAST CARE LTD)

Name: *Carol Brown*
Signature: *[Handwritten Signature]*
Date: *27/5/19*

(on behalf of the NZ NURSES ORGANISATION)