



GORE
HEALTH
Te Hauora o Marua Wai



COLLECTIVE EMPLOYMENT AGREEMENT

2020 - 2021

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COLLECTIVE EMPLOYMENT AGREEMENT 2020 - 2021

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

1.0 PARTIES

1.1 This agreement is entered into between:

Gore Health Limited (hereinafter referred to as "the Employer")

and

New Zealand Nurses Organisation (hereinafter referred to as "NZNO")

2.0 COVERAGE

2.1 This agreement shall cover those Employees of the Employer who are members of the NZNO and who work in the positions of:

- (i) Domestic
- (ii) Clerical Officer (includes ACC Clerical Officer/Medical Coder/Medical Typist and Outpatient Secretary)
- (iii) Registered Nurse
- (iv) Enrolled Nurse
- (v) Hospital Aide/Assistant

2.2 When employing new employees who fall within the coverage of this collective agreement the Employer will not agree to a trial provision as defined in section 67A of the Employment Relations Act 2000.

3.0 NEW EMPLOYEES

3.1 Any Employee who is offered employment in one of the positions outlined in the Coverage Clause and who is not a member of NZNO shall for the first 30 days of their employment be covered by the terms and conditions of this agreement.

- 3.2 If that new Employee elects during those first 30 days to have continued coverage under this agreement that Employee shall join NZNO and shall confirm their NZNO membership in writing to the Employer.

4.0 DEFINITIONS

- 4.1 "Registered Nurse" means registered in accordance with the Nurses Act 1977.
- 4.2 "Enrolled Nurse" means a person whose name is on the roll in New Zealand as an Enrolled Nurse
- 4.3 "Hospital Aide/Assistant" means a person who is an auxiliary to the nursing team who is engaged in specified nursing duties under direct supervision of a registered nurse.
- 4.4 "Part-Time Employees" means an employee, other than a casual employee, who works on a regular basis but less than the ordinary or normal hours prescribed in this agreement for a full time employee.
- 4.5 "Casual Employee" means an employee who has no set hours or days of work and who is normally asked to work as and when required and does not appear on the fixed roster on a regular basis.
- 4.6 "On Call" means an identified period when an employee is required to remain available to attend work during off duty times.

5.0 TERM OF THE AGREEMENT

- 5.1 The term of the agreement commences on 1 September 2020 and expires on 31 July 2021.

6.0 DUTIES AND OBLIGATIONS

- 6.1 The Employer is engaged in the provision of Health Services to the people of Gore and surrounding areas.
- 6.2 The Employees are engaged by the Employer to provide these services.
- 6.3 The parties agree that it is in their mutual interests that the business should be run efficiently and profitably.
- 6.4 The interests of the Employees are important to the Employer and the Employees shall be treated fairly and with consideration.
- 6.5 Appointments will be made in accordance with the appropriate job description for the particular position. During the currency of their employment the Employees agree to:

- 6.5.1 work in partnership with the Employer in the endeavour to promote and protect the interests of the Employer.
- 6.5.2 carry out all reasonable and lawful directions related to positions held, while ensuring patients are delivered safe, quality and effective care.
- 6.6 The Employees agree to abide by all notified rules, policies and procedures specified by the Employer.
- 6.7 The parties agree that all previous agreements, customs and practices express or implied that may have applied between the parties before this agreement comes into force shall no longer apply and that this agreement records the entire agreement between the parties as to the terms and conditions of employment for all Employees covered by this agreement.

7.0 HOURS OF WORK

- 7.1 These shall vary accordingly to the duty rosters which shall be produced by or under the direction of the Employer. Rosters shall be made available 28 days prior to the commencement of that roster.
- 7.2 The ordinary working hours for a full-time Employee shall be 40 hours per week. This clause shall not apply to employees employed on the on call maternity shift roster as per clause 8.
- 7.3 Other than in an emergency there shall be a minimum of nine hours (9) between duties. Employees shall not be asked to work more than seven (7) consecutive duties.
- 7.4 Breaks of ten minutes for morning tea, afternoon tea or supper where these occur during a duty, shall be allowed as time worked. Such breaks will be taken at a time to suit the needs of the Employer and normally after two hours of work. Tea, coffee, milk, sugar and hot water will be provided free of charge.
- 7.5 After the completion of 5 hours continuous work each Employee shall be granted an unpaid meal break of 30 minutes each working day to be taken at a time to suit the needs of the Employer. When a Registered Nurse is unable to be relieved from work for a meal break, they shall be allowed a meal on duty and this period shall be regarded as working time and paid accordingly.
- 7.6 Part-time Employees who wish to work extra duties (up to full-time) should make their availability known, and shall be asked to work ahead of casuals in the first instance.
- 7.7 The working week shall start and end at midnight Sunday/Monday.
- 7.8 A "duty" will be deemed to belong to the day on which the majority of it is worked.

8.0 MATERNITY ON CALL ROSTER

- 8.1 The maternity roster is an on call shift roster. Rostered shifts are 12 hours worked on Monday to Sunday inclusive as follows:

700 to 1900 hours
1900 to 0700 hours

8.2 For the purposes of ascertaining the appropriate shift allowance the following shift timeframes shall apply:

Afternoon 1700 - 2300 hours

Night 2300 - 0700 hours

Weekend 0000 Saturday – 2400 hours Sunday

Application of clause 20.2: it is acknowledged that the employee working a 12 hour maternity shift will straddle several of the shift allowance categories. The employee will be paid the at applicable shift allowance for each shift category time period.

8.3 If the employee is required to be on site during one of the above shifts the employee shall be paid a minimum of 6 hours or the actual working time whichever is the greater. Payment for this work shall be at the ordinary time rate, plus the appropriate shift allowance as provided at clause 20.2 of this agreement.

8.4 If the employee is required to work only part of their rostered shift they shall be paid not less than 6 hours at the ordinary rate, plus the appropriate shift allowance as provided at clause 20.2 of this agreement.

8.5 If the employee is not required to be on site during a shift (when there are no mothers or babies in the unit) the employee shall be paid a minimum of 6 hours at the ordinary time rate plus the appropriate shift allowance as provided at clause 20.2 of this agreement for being on call.

8.6 If the employee is rostered to work on a public holiday and is required to be onsite the employee shall be paid two times their ordinary hourly rate for all hours worked and be entitled to an alternative paid holiday.

If the employee is not required to be on site on a public holiday (when no mothers of babies are in the unit) the employee shall be paid a minimum of 6 hours at the ordinary hourly rate plus the appropriate shift rate (as per clause 20.2) for being on call. The employee is also entitled to an alternative paid holiday.

8.7 The employee may be called in (when no mothers and babies in the unit) to cover in the inpatient area or the Emergency Department. This will be dependent on skill mix. Payment for this work shall be at the ordinary time plus the appropriate shift allowance as provided at clause 20.2 of this agreement.

8.8 For the avoidance of doubt, clauses 7.2, 20.1 and 22 shall not apply to employees employed on the on call maternity roster.

9.0 ANNUAL LEAVE

- 9.1 After 12 months employment with the Employer, Employees shall be entitled to annual leave allowed and paid in accordance with the Holidays Act 2003. Leave may be anticipated with the agreement of the Employer for accrued leave or for leave without pay.
- 9.2 4.4 weeks leave will be granted annually (in addition to public holidays).
- 9.3 The Employer encourages and expects leave to be taken when it falls due.
- 9.4 The Employer will be responsible for arranging cover for periods of leave granted.
- 9.5 Holiday pay may be made either as a separate payment prior to the leave period starting or paid on the usual pay day, at the Employee's choice.
- 9.6 Every casual Employee shall be paid 8% gross taxable earnings in lieu of annual leave, to be added to each fortnightly salary payment.
- 9.7 Shift holidays:-
- 9.7.1 Registered Nurses and Enrolled Nurses who work rotating shift patterns covering the inpatient ward, emergency department and maternity unit shall be entitled, on completion of 12 months employment on shift work, to up to an additional 5 days annual leave, based on the number of qualifying shifts worked. The entitlement will be calculated on the annual anniversary date.
- 9.7.2 Qualifying shifts are defined as afternoon shift and night shift as defined in clause 17.1 and any afternoon shift and night shift that also occurs on the weekend.
- | <i>No. of qualifying shifts pa</i> | <i>No. of days additional leave pa</i> |
|---|---|
| 101 or more | 5 days |
| 85-100 | 3 days |
- 9.7.3 This entitlement cannot exceed a maximum of 5 days in any leave year.
- 9.7.4 For the avoidance of doubt, both parties acknowledge and agree that out-patient clinics do not form part of an Employee's permanent FTE, however will be taken into account when calculating qualifying shifts for the purposes of shift holidays and public holiday entitlements.
- 9.8 The parties agree that the taking of a minimum of 4 weeks paid annual leave per 12 months of employment is essential for the rest and recreation needs of all Employees. Therefore the Employer will not actively promote requests from Employees to cash up any part of their annual leave (as permitted under Section 28A of the Employment Relations Act 2000, however it reserves the right to receive and consider in good faith any such request.

10.0 LONG SERVICE LEAVE

- 10.1 One day on completion of 15 years continuous service, to be taken within 6 months of entitlement.

11.0 PUBLIC HOLIDAYS

- 11.1 Subject to clause 11.2 hereof the following days shall be recognised and observed as public holidays on pay when such holidays fall on a day that would otherwise be a working day for an Employee.

They are:

New Years Day
2 January
Waitangi Day
Good Friday
Easter Monday
ANZAC Day
Queen's Birthday
Labour Day
Christmas Day
Boxing Day
Southland Anniversary Day (or on some other day determined by the Employer)

- 11.2 The Employer and the Employees agree that when one of the days nominated in clause 11.1 above falls on a day which would otherwise be a working day for the Employee and the Employer requires that Employee to work that day the Employee shall be obliged to work and shall be paid two times their ordinary hourly rate for all hours so worked. The Employee shall be entitled to an alternative paid holiday to be taken in accordance with clause 11.4.
- 11.3 If an Employee is rostered to work on a Public Holiday but requests Annual Leave on that Public Holiday, then it will be treated as a Public Holiday and will not be deducted from the Employee's Annual Leave balance. However, approval will be subject to usual leave application criteria.
- 11.4 Where a public holiday falls on a day that an Employee is not normally required to work and where the Employee agrees to work that day they shall receive two times their ordinary hourly rate of pay for each hour worked. The Employee shall not however be entitled to an alternative paid holiday.
- 11.5 The alternative holiday shall be paid at the relevant daily pay and shall be taken on a day that is mutually agreed by the Employer and the Employee and for an equivalent shift as regards applicable hourly rate and/or shift allowance and other relevant allowances.
- 11.6 If an Employee has not taken an alternative paid holiday within twelve months of becoming entitled to it the Employee may request that the alternative holiday be paid out. The decision whether or not to pay out the alternative holiday rests with the Employer. Payment for the alternative holiday shall be made at the rate of the Employee's ordinary weekly pay.

- 11.7 The parties further agree, that if after 12 months of becoming entitled to an alternative holiday, no agreement is reached with an Employee as to the day on which the alternative holiday is to be taken, then the Employer shall be entitled to give the Employee notice of the day on which the alternative holiday is to be taken. Such notice shall be at least 14 days.
- 11.8 In the event of Waitangi Day, Anzac Day, Christmas Day or Boxing Day, New Year's Day or 2 January falling on either a Saturday or a Sunday those public holidays shall be treated as follows:
- 11.8.1 If the public holiday falls on a Saturday or a Sunday and one or both of those days would otherwise be a working day for the Employee, then the public holiday shall be observed and treated as falling on that day.
- 11.8.2 If the public holiday falls on a Sunday and the day would not otherwise have been a working day for the Employee the public holiday shall be observed and treated as falling on the following Monday.
- 11.8.3 If the public holiday falls on a Sunday and the day would not otherwise be a working day of the Employee the public holiday shall be observed and treated as falling on the following Tuesday.
- 11.9 For the avoidance of doubt an Employee who works more than one shift within a day which is observed as a public holiday shall only be entitled to one day's alternative paid holiday.
- 11.10 Notwithstanding clause 11.2 where a registered nurse or enrolled nurse who works rotating shift patterns covering the inpatient ward, emergency department and maternity unit, works on the day of the week that the public holiday falls more than 50% of the time over the last three months on their normal roster, they shall be entitled to be paid for that public holiday at 8 hours at the ordinary hourly rate.

12.0 SICK LEAVE

- 12.1 The following provisions recognise and include any entitlement to sick leave under the Holidays Act 2003.
- 12.2 For the purposes of sick leave for each period of twelve months continuous service with the Employer, each Employee shall be entitled to the following sick leave entitlement:

For 1	FTE employee	12 days
For 0.9	FTE employee	10 days
For 0.8	FTE employee	9 days
For 0.7	FTE employee	8 days
For 0.6	FTE employee	7 days
For 0.5 or less	FTE employee	6 days

This entitlement may be taken where:

- 12.2.1 The Employee is sick or injured or;
- 12.2.2 The Employee's spouse is sick or injured; or

- 12.2.3 A person who depends on the Employee for care is sick or injured.
- 12.3 This entitlement shall be subject to the following conditions:
 - 12.3.1 Payment for a day of sick leave shall be calculated according to the relevant daily pay of the day(s) of absence.
 - 12.3.2 For any period of sickness lasting for three (3) consecutive days or more which gives rise to a claim for sick leave, the Employer may require the Employee to provide a medical certificate, verifying the illness claimed by the Employee. If such support is not given the Employer may not pay for the sick leave claimed.
 - 12.3.3 The Employee shall ensure notice is given to the Employer as soon as practicable on the first day of absence and each day of absence thereafter until provision of Medical Certificate to the Employer.
 - 12.3.4 The Employer may require a medical certificate verifying the illness or injury claimed by an Employee within the three (3) day period if it has reasonable grounds to suspect the leave is not genuine. The Employer will inform an Employee as soon as possible after forming this suspicion and agrees to meet the Doctors costs for the medical certificate. If such support is not given, the Employer may not pay for the sick leave claimed.
- 12.4 The terms expressed in this clause 10 are intended to comply with the legal minimums and the Employer may at its sole discretion grant in excess of any of these terms.
- 12.5 Any unused sick leave may be carried over from one year to the next so as to accumulate up to a maximum of 90 days in any given year. Any entitlement remaining unused shall not be payable upon termination of employment.

13.0 BEREAVEMENT LEAVE

- 13.1 Each Employee shall be entitled to a minimum of three days bereavement leave, on pay and calculated at the relevant daily pay for each day taken as leave on the death of the Employee's Spouse, child, parent, brother or sister, mother-in-law or father-in-law, grandparent or grandchild
- 13.2 Any other case where the Employer considers that the Employee has suffered a bereavement, the Employer may grant an Employee one paid day of bereavement leave.
- 13.3 When an Employee has obligations because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent), the Employer may at its sole discretion allow an Employee additional paid bereavement leave.

14.0 STUDY LEAVE / STAFF DEVELOPMENT

- 14.1 Self development to meet the needs of the position is seen as part of the Employee's normal duties. Accordingly, time may be taken for the purpose of study relevant to the position.
- 14.2 Every permanent Employee shall be entitled to three (3) days paid study leave (including two (2) compulsory study days) per annum. Employees may apply for additional study leave, and any such applications may be granted at the Employer's discretion.
- 14.3 Study leave shall be paid at the rate appropriate to the day eg Saturday shall be paid at the weekend rate if it would otherwise be a working day for the Employee.

15.0 EMPLOYMENT RELATIONS LEAVE

- 15.1 The Employer shall grant leave on pay for Employees who are party to this collective agreement to attend courses authorised by NZNO to facilitate their education and training as employee representatives in the workplace.

<i>FTE eligible employees as at 1 March each year</i>	<i>Maximum number of days of EREL that may be allocated to NZNO</i>
1 – 5	3 days total
6 – 50	5 days total
51 – 280	1 day for every 8 FTE eligible employees or part of that number
281 or more	35 days plus 5 days for every 100 FTE eligible employees or part of that number that exceeds 280

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

- 15.1.1 An eligible employee who normally works 30 hours or more during a week is to be counted as one;
- 15.1.2 An eligible employee who normally works less than 30 hours during a week is to be counted as one-half.
- 15.2 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.
- 15.3 The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.

- 15.4 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.

16.0 PARENTAL LEAVE

- 16.1 Parental leave shall be granted pursuant to the Parental Leave and Employment Protection Act 1987 and any subsequent amendments.

17. DOMESTIC VIOLENCE LEAVE

- 17.1 Domestic Violence Leave may apply pursuant to the Domestic Violence Victims Protection Act 2018 and the policy of the Employer.

18. LEAVE WITHOUT PAY

- 18.1 This will normally only be granted when all other leave balances are exhausted, in some circumstances this arrangement may be altered by mutual agreement.

19. SALARY

- 19.1 An annual salary shall be paid in consideration of the provision by the Employee of their services to the Employer.

1 September 2020

Registered Nurses

Step 7	\$78,933
Step 6	\$76,634
Step 5	\$74,403
Step 4	\$66,965
Step 3	\$63,380
Step 2	\$59,660
Step 1	\$55,114

Enrolled Nurses

Step 4	\$58,187
Step 3	\$56,492
Step 2	\$52,359
Step 1	\$49,604

Hospital Aide/Assistant

Step 5	\$48,963
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Step 4	\$47,537
Step 3	\$46,694
Step 2	\$43,768
Step 1	\$41,189

Administration Staff

Step 3	\$48,605
Step 2	\$44,339
Step 1	\$41,792

Domestic Staff

1 April 2021

Step 2	\$41,600	\$42,640
Step 1	\$41,079	\$42,106

Progression: By annual increment at anniversary date steps 1-7 inclusive. Progression is subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised.

19.2 Merit Step

19.2.1 A merit step is provided for Registered Nurses who have obtained Steps 5, 6 or 7 and have successfully completed clause 19.2.2. The merit step will be 4.4% above the Registered Nurses current step.

19.2.2 This merit step will apply across all areas of practice and shall be available to:

- (a) Any Employee who has successfully completed a post-graduate qualification recognised by Nursing Council New Zealand as an approved post graduate course; or
- (b) Any Employee who has gained and continues to hold (i) a Trauma Nurse Core Course (TNCC) certification from the Emergency Nurses College of New Zealand; and (ii) a CPR certification;

provided that the said qualifications/certifications have been pre-approved by the Employer and are directly relevant to the Employee's scope of practice within nursing, and are maintained as current. It is the responsibility of the employee to maintain currency. The Employer will meet the cost of re-certification (as applicable), this is limited to one resit. If certification is not renewed within four months of expiry, then any applicable merit payment will cease.

19.2.3 The merit step of 4.4% also applies to District Nursing when skill level reflects the advanced clinical skills relevant to the role.

This merit step is offered in recognition that District Nursing is an autonomous practice with additional responsibility, which requires advanced clinical skills relevant to the role. Examples are –

- Chemotherapy maintenance
- Palliative care
- Compression bandaging
- CVAD certification

- Management of Peritoneal Dialysis
- Wound care
- Negative Pressure Dressings

20.0 ALLOWANCES

20.1 Excepting for on call maternity shifts, for the purposes of this agreement shifts are defined as follows:

Afternoon Shift

Any hours worked between 1700 hours and 2300 hours.

Night Shift

Any duty where the majority of the ordinary hours are worked between 2300 and 0700 hours. All hours worked on a night shift qualify for payment.

Weekend

Any duty where the majority of the ordinary hours are worked between 2300 Friday and 2300 Sunday. All hours worked during this period qualify for the week-end shift allowance payment.

20.2 Shift Allowance

Any Employee who works evening, night duty or weekend duty shall be paid in addition to their hourly rate an hourly shift allowance as follows:

Afternoon	-	20% of ordinary hourly rate
Night	-	25% of ordinary hourly rate
Weekend	-	50% of ordinary hourly rate

Note: Only one allowance is payable for working a shift.

20.3 Higher Duties Allowance

A Higher Duties Allowance of \$15.00 per shift shall be paid to the Senior ED Registered Nurse ('Fire Warden') who is rostered and works on the following shifts, in recognition of the additional responsibilities and workload associated with the said shifts:

Weekdays between 1700 hours and 2300 hours
 Night Shift
 Weekend Morning
 Weekend Afternoon

21.0 OVERTIME

21.1 All hours worked in excess of an 8 hour shift or 40 hours in any week shall be treated as overtime. The first four continuous hours so worked shall be paid, at one half in addition to their hourly rate. All continuous hours so worked thereafter shall be paid at double

time. These extra hours must be documented on time sheets and will be paid in the following pay period.

- 21.2 No overtime or extra shift allowances shall arise out of an arrangement made between Individual workers. All interchange of duties shall be subject to prior approval by the Employer.

22.0 ON CALL

- 22.1 Where an Employee agrees to be on call the Employee will be paid the following "on call allowance" for each complete hour that they are on call:

Weekdays and Weekends: \$8.00 per hour

Public holidays: \$10.00 per hour

- 22.2 Unless by mutual agreement or in emergencies, no Employee shall be required to remain on call for more than 40% of that Employee's off duty time in any three-weekly period.
- 22.3 If the Employee is called in to work, they shall be paid a minimum of three hours pay or the actual travelling time and working time which ever is greater. Payment for this work shall be at ordinary time plus the appropriate shift allowance.
- 22.4 All Employees who are on call on a public holiday shall receive an alternate holiday.
- 22.5 This clause does not apply to employees employed on the on call maternity shift roster as per clause 8.

23.0 PAYMENT FREQUENCY

- 23.1 Payment of salary is to be made fortnightly on the Wednesday following the pay period, by direct credit to the bank account as nominated by the Employee.
- 23.2 Following consultation and best endeavors being made to reach agreement on the terms of the deduction with the Employee, deductions from an Employee's remuneration may be made by the Employer for any overpayment, default, for debts owing to the Employer, for leave in excess of paid entitlements under statute or expressed herein, or as otherwise provided for in this agreement.

24.0 PRACTISING CERTIFICATE

- 24.1 Where the Employee is required as a term of their employment to hold a current practising certificate the Employee shall produce such a certificate to the Employer on request.
- 24.2 Where the Employer requires an Employee to hold a practising certificate and that Employee the Employer will pay the full cost of the practising certificate for the following Employees:
- 24.2.1 Any permanent Employee; and

- 24.2.2 Any casual Employee who works 30 or more shifts or periods of on call of 8 hours or more or a normal district nursing rostered shift.
- 24.3 Where an Employee also works for another Employer, where a practising certificate is required the Employer will pay pro-rata on an FTE basis the amount provided for in clause 24.2.
- 24.4 Where an Employee for whom the Employer has paid a practising certificate, leaves employment with the Employer they shall repay to the Employer the value of the unworked period covered by the practising certificate that is one twelfth of the total cost of the practising certificate for each month not worked.
- 24.5 It shall be each Employee's responsibility that they ensure, where employed as a Registered or Enrolled Nurse that they are registered with the New Zealand Nursing Council, hold a practicing certificate and are at all times competent to practice and are fit for registration as defined in the Health Practitioners Competency Assurance Act 2003.
- 24.6 Failure to comply with Clause 24.5 may constitute serious misconduct which may render an Employee liable to summary dismissal.

25.0 CONFIDENTIALITY

- 25.1 Employees shall not utilise or disclose confidential information in regard to the Employer's operations, business, clients or patients acquired by or available to them in the course of their employment, or use such information without the Employer's prior authorisation. This shall not prevent Employees from making appropriate ethical/professional disclosures regarding individual issues to appropriate professional bodies provided they have advised the Employer of their concerns in the first instance. On the termination of employment all such matters shall remain confidential and shall not be utilised or disclosed without the consent of the Employer, or authorised employer representative.

26.0 HEALTH AND SAFETY REQUIREMENTS

- 26.1 The parties to this contract express their commitment to the pursuit of Health and Safety in Employment. The parties will endeavour to meet their obligations under the Health and Safety at Work Act 2015 and all other Health and Safety legislation promulgated.
- 26.2 The Employer shall provide all training, safety and protective equipment, and clothing necessary. It is an essential condition of employment under this contract that Employees will wear safety equipment and clothing as appropriate.
- 26.3 Employees must notify the Employer of any hazard on work premises of which they become aware as soon as practicable on the day on which the hazard is identified.
- 26.4 A work related accident to any Employee must be reported to the Employer as soon as practicable on the day on which the accident occurs. Failure to do this may result in the Employer not accepting that the accident occurred at work.

- 26.5 The Employer shall be notified as soon as practicable on the first day of absence caused by injury. When possible the injured Employee will indicate the nature of the injury and the expected duration of the Employee's absence.
- 26.6 The injured Employee shall notify the Employer within one working day of filing work-related claim with ACC. The Employee shall also provide the Employer with a copy of the form by which application made to ACC and copies of such other documentary evidence and medical certificates as are provided to or by ACC from time to time relating to the Employee's continued eligibility for ACC.
- 26.7 Where an Employee is suffering from an injury as a result of a work related accident, that Employee shall return to work to undertake such alternative duties (either on a full or part time basis) as are available. Where alternative duties are provided to any Employee as part of their rehabilitation, those conditions of employment that relate to the alternative duties, including pay rates, shall apply. This does not prevent the Employer setting employment conditions more advantageous to the Employee.
- 26.8 An Employee shall notify the Employer immediately after they become aware that they may be suffering the effects of work related stress. An Employee will co-operate with the Employer by taking any necessary steps to reduce or remove the effects of such work related stress.
- 26.9 The Employees agree to notify the Employer immediately of any significant change to their work duties, place of work or environment, in particular where such a change may or is likely to have an impact on the Employee's health.
- 26.10 Where the Employer has reason to believe that an Employee's health is jeopardising patient safety, their own safety, the safety of a colleague or of any person with whom they come in contact in the course of their employment that Employee may be required by the Employer to participate in health monitoring activities.
- 26.11 If required by the Employer, for the purpose of a second medical opinion where an Employee has a work related injury, the Employee agrees to undergo a medical examination by a mutually agreed and appropriately qualified practitioner. The examination will be at the Employer's expense. If agreement cannot be reached on the choice of practitioner within a reasonable timeframe the Employer can select the practitioner. Each Employee consents to the Employer seeking and the practitioner providing a report as to the nature and origin of the Employee's injury, suitability for work including alternative duties if available and for the purposes of considering appropriate rehabilitation.

27.0 HEALTHY WORKPLACES

- 27.1 The parties agree that all Employees should have a healthy workplace. Achieving healthy workplaces requires:
- 27.1.1 Having the appropriate levels of staff, skill mix, experience, and resourcing to achieve a match between demand and capacity;

- 27.1.2 Systems, processes and work practices that ensure efficient scheduling and a credible, consistent and timely response to variance in demand;
 - 27.1.3 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;
 - 27.1.4 Recognition that everyone can be a leader by using the authority (expertise) vested in their role to participate and constructively engage with others;
 - 27.1.5 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;
 - 27.1.6 Appreciation that good patient outcomes rely on the whole team and that teams need opportunities to work and plan together;
 - 27.1.7 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; and
 - 27.1.8 Recognition of, and compliance with, individual and collective responsibilities and accountabilities.
- 27.2 The employer and NZNO will ensure that Healthy Workplace issues will be monitored and reviewed on a regular basis by the Health and Safety Committee.

28.0 HARASSMENT

- 28.1 Employees and the Employer recognise the undesirability in the workforce of any form of harassment or discrimination under any of the prohibited ground listed in the Human Rights Act and agree it constitutes unacceptable behaviour which could in accordance with the Employer's policy render an Employee liable to disciplinary action.

29.0 PREVIOUS EMPLOYMENT LIABILITY

- 29.1 No liability is accepted by the Employer for any injury incurred by a current Employee in any previous employment.

30.0 SECONDARY EMPLOYMENT

- 30.1 The Employer has genuine reasons based on reasonable grounds to restrict the Employees from performing work for another person unless permitted to do so with consent from the Employer. Such consent will not be unreasonably withheld.
- 30.2 The genuine reason relates to health and safety of the Employees and the impact that additional hours of work may have on the ability of the Employees (particularly full time employees) to perform the duties required by the Employer in a safe and healthy manner.

31.0 SNOW POLICY

- 31.1 If an Employee is unable to attend work due to adverse weather conditions, they may elect to take the day as annual leave and be paid for their complete shift.

32.0 NZNO REPRESENTATIVE RIGHTS

- 32.1 For the purpose of this agreement the New Zealand Nurses Organisation (NZNO) is the Employee's Authorised Organisation (bargaining agent) and will continue the role provided the Employees continue to authorise the NZNO to do so.
- 32.2 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 the Union's business.
- 32.3 When the NZNO representative enters the workplace he/she will advise the Employer that he/she is entering the workplace and if the Employer's authorised representative is not present the NZNO representative will leave written notice of the visit.
- 32.4 The Employer recognises that it may not unreasonably deny a NZNO representative access to a workplace.
- 32.5 Employees shall be entitled to attend meetings with their authorised representative without loss of pay, at times agreed with the Employer to a maximum of four (4) hours per calendar year. As long as satisfactory arrangements for the maintenance of essential services are made prior to the meeting.
- 32.6 The Employer accepts that NZNO delegates are the recognized channel of communication between NZNO and the Employer in the workplace.
- 32.6.1 Accordingly paid time off (at ordinary time rates) shall be allowed for delegates to attend meetings with management, consult with NZNO members, other workplace delegates and NZNO officials, to consult on and discuss issues such as management of change and staff surplus, and provide employee representation.
- 32.6.2 Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.
- 32.6.3 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.
- 32.6.4 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.

33.0 CO-OPERATION, CONSULTATION AND MANAGEMENT OF CHANGE

33.1 Introduction

- 33.1.1 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.
- 33.1.2 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;
 - c) improved understanding of individual and collective responsibilities and accountabilities; and
 - d) a more harmonious, effective, efficient, safe and productive workplace.
- 33.1.3 Therefore the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters.
- 33.1.4 The Employer accepts that NZNO delegates are the recognized channel of communication between NZNO and the Employer in the workplace.
- 33.1.5 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.
- 33.1.6 Where the 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.

33.2 Consultation

- 33.2.1 Consultation involves the statement of a proposal not yet finally decided upon, listening to what others have to say, considering their responses and then deciding what will be done. Consultation clearly requires more than prior notification.
- 33.2.2 The requirement for consultation should not be treated perfunctorily or as a mere formality. The person(s) to be consulted must be given sufficient opportunity to express their view or to point to difficulties or problems.
- 33.2.3 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.

- 33.2.4 Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
- 33.2.5 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.
- 33.2.6 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.

34.0 TERMINATION

- 34.1 An Employee or the Employer may terminate an Employee's employment by giving two weeks notice. Where this notice is not given, two weeks salary shall be paid/forfeited as the case may be.
- 34.2 Your employment may be terminated immediately without notice or payment in lieu of notice for serious misconduct and:
 - 34.2.1 Wilful disobedience of instructions or dishonesty or negligence in carrying out duties;
 - 34.2.2 Breach of your contractual duties or obligations;
 - 34.2.3 Bringing the company into disrepute or behaving in any way damaging to the Employer;
 - 34.2.4 Being convicted of a criminal offence.

35.0 REDUNDANCY

- 35.1 For the purposes on this agreement "redundancy" is defined as a situation where an Employee's employment is terminated wholly or mainly because that Employee's position has or will become superfluous to the needs of the Employer.

- 35.2 Where the Employer declares an Employee's position redundant, the Employer shall where practicable give the Employee four weeks notice of termination of employment due to redundancy. The Employer may elect not to require the Employee to work out the notice.
- 35.3 In the event of a redundancy occurring either with the Employer or following a transfer to a new employer the Employee shall not be entitled to any redundancy compensation whatsoever.
- 35.4 Where the Employer sells, transfers, contracts out or reorganises all or any part of its business (restructuring) and an affected Employee is employed in cleaning, food catering, orderly or laundry services the following process will be used:
- 35.4.1 The Employer shall advise the Employee of the intended date of sale, transfer or contracting out and a date by which the Employee must also make the decision as to whether or not to transfer to the new employer (the 'election date'). The 'election date' shall be no later than 1 week before the actual completion date of sale, transfer or contracting out.
- 35.4.2 Prior to the election date, an Employee may bargain with the Employer for alternative arrangements with the Employer. Where agreement is reached the alternative arrangements shall be recorded in writing and the Employee waives any further right to elect to transfer to the new employer.
- 35.4.3 If an Employee does elect to transfer to the new employer, their employment with the new employer shall be treated as continuous, and any service related benefits that accrued within the current employment shall continue to apply.
- 35.4.4 In the event of an Employee electing to transfer, the Employee shall transfer to the new employer on the specified date of transfer to the new employer, which shall be the date of the sale, transfer or contracting out.
- 35.5 Where an Employee transfers to a new employer on similar terms and conditions of employment this will be treated as a technical redundancy. Four weeks notice of termination of employment on the grounds of redundancy will be given and no redundancy compensation shall be payable to the Employee.
- 35.6 Where an Employee decides not to transfer to the new employer, the Employer shall give the Employee four weeks notice of termination of employment on the grounds of redundancy and no redundancy compensation shall be payable to the Employee.
- 35.7 Where the Employer sells, transfers, contracts out or reorganises all or any part of its business (restructuring) and an affected Employee is not employed in cleaning, food catering, orderly or laundry services the following process will be used:
- 35.7.1 The Employer will, subject to the requirement to protect commercially sensitive information, notify the Employee that restructuring is a possibility as soon as is practicable; and

- 35.7.2 The Employer will negotiate with the proposed new employer to attempt to secure a transference of the Employee to the new employer on similar terms and conditions of employment with service being treated as continuous; and
- 35.7.3 The Employer will advise the Employee of a possible transfer date and their right to decide whether or not to transfer on the terms offered by the new employer.
- 35.8 Where the Employee transfers to a new employer on similar terms and conditions of employment this will be treated as a technical redundancy. Four weeks notice of termination of employment on the grounds of redundancy will be given and no redundancy compensation shall be payable to the Employee.
- 35.9 Where the Employee decides not to transfer to the new employer, the Employer shall give the Employee four weeks notice of termination of employment on the grounds of redundancy and no redundancy compensation shall be payable to the Employee.

36.0 ABANDONMENT OF EMPLOYMENT

- 36.1 Where an Employee has been absent from work for three consecutive working days without notification and/or good cause and is unable to be contacted by the Employer, the Employee shall be deemed to have abandoned and terminated their employment.

37.0 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

- 37.1 This clause sets out how employment relationship problems are to be resolved.

37.2 Definitions

- 37.2.1 An "employment relationship problem" includes:

- 1) a personal grievance**
- 2) a dispute**
- 3) any other problem relating to or arising out of the employment relationship**

but does not include any problem with the negotiating new items and conditions of employment.

- 37.2.2 A "personal grievance" means a claim that an Employee:

- a) has been unjustifiably dismissed; or
- b) has had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the Employer; or
- c) has been discriminated against in his/her employment; or
- d) has been sexually harassed in his/her employment; or

- e) has been racially harassed in his/her employment; or
- f) has been subjected to duress in relation to membership or non membership of a union

NOTE: The terms used in this clause have precise legal meanings which are set out in detail in the Employment Relations Act 2000.

Employees who believe they have a personal grievance should seek the advice of the NZNO (see NZNO delegate or organiser first).

- 37.2.3 A "dispute" is a disagreement over the interpretation or application of an employment agreement.

37.3 Time limit on raising a personal grievance

An Employee who believes he/she has a personal grievance must make the Employer aware of the grievance within 90 days of the grievance arising (or of the Employee becoming aware that he/she has a grievance).

37.4 Raising employment relationship problems

- 37.4.1 Any employment relationship problem should be raised and discussed with the Employee's manager as soon as possible.
- 37.4.2 The Employee is entitled to seek advice and assistance from a union representative in raising and discussing the problem.
- 37.4.3 The Employee, Employer and NZNO will try in good faith to resolve the problem without the need for further intervention.

37.5 Mediation

- 37.5.1 If the problem is not resolved by discussion, any party may (without undue delay) seek the assistance of the mediation services of the Department of Labour.
- 37.5.2 All parties must co-operate in good faith with the mediator in a further effort to resolve the problem.
- 37.5.3 Mediation is confidential and, if it does not resolve the problem, is without prejudice to the parties' positions.
- 37.5.4 Any settlement of the problem signed by the mediator will be final and binding.

37.6 Employment Relations Authority

If the problem is not resolved by mediation, it may be referred to the Employment Relations Authority for investigation and determination.

NOTE: The powers of the Employment Relations Authority, and the remedies it may award, are set out in detail in the Employment Relations Act 2000. The NZNO can advise and assist.

38.0 COMPLETENESS

38.1 This contract replaces all previous written or verbal agreements and understandings. This is a full record of employment conditions. Any further changes shall be mutually agreed upon and added as a variation to this contract, and signed by the parties.

39.0 VARIATION OF AGREEMENT

Any variation of this collective agreement shall be agreed between the parties and any such variation shall be in writing and signed by both parties.

Both parties shall be informed of and provided with relevant information about any proposed variation.

The process for variation shall require the party seeking the variation to put forward the proposed variation, along with supporting information setting out the reason for seeking the variation and detailing any potential impact of it.

Dated this 24 day of September 2020



Karl Metzler (Chief Executive)
Authorised representative of Gore Health Ltd



Simone Montgomery
New Zealand Nurses Organisation, Authorised representative of the Employees