

COLLECTIVE EMPLOYMENT AGREEMENT

Between



and



26 September 2018 - 31st July 2020

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NEW ZEALAND NURSES ORGANISATION & HOSPICE SOUTHLAND NURSES COLLECTIVE AGREEMENT

1.0 Parties

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

BETWEEN:

Hospice Southland Charitable Trust
(The “Employer”)

AND

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

2.0 Coverage and Application

2.1 This is a collective employment agreement (CEA) that is made pursuant to the Employment Relations Act 2000.

This CEA shall apply to all employees who are members of NZNO and who are employed by Hospice Southland in the following positions, undertaking designated nursing duties:

Registered Nurse
Enrolled Nurse
Health Care Assistant

This agreement does not cover employees in the following positions:

Clinical Manager (Or other nursing positions which report directly to the Chief Executive Officer) and Nursing Team Leader.

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

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

2.4 **Savings:** Nothing in this CEA shall operate as to reduce the ordinary (T1) wage rate applying to any employee at the date of this CEA coming into force unless specifically agreed between the parties during the negotiations.

2.5 **Non-Waiver Understanding:** Failure by either party to enforce any right or obligation with respect to any matter arising in connection with this agreement, shall not constitute a waiver as to that matter, or any other matter, either then or in the future.

- 2.6 The employers undertake not to reduce nursing or other employee numbers solely on the basis of the additional costs of employing staff under this agreement.
- 2.7 All new employees who fall within the coverage of this collective agreement will be offered the MECA for the first 30 days of employment.

The employer shall advise new employees that they are able to join NZNO and be covered by the MECA beyond the 30 days

3.0 Healthy Workplaces Agreement

The parties agree that all employees should have healthy workplaces.

Achieving healthy workplaces requires:

1. Effective care capacity management¹; having the appropriate levels of staff, skill mix, experience, and resourcing to achieve a match between demand and capacity
2. Systems, processes and work practices that ensure efficient scheduling and a credible, consistent and timely response to variance in 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 emphasises 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.

The parties agree that these seven elements should be evident in the Hospice Southland workplace and apply to all employees, and agree to work jointly towards the implementation of them by the following:

- The parties agree to work together to establish a national framework for a whole of system approach to care capacity management which;
 - provides efficient, effective, user friendly processes and structures
 - provides centralised, multi stakeholder governance
 - is used consistently and effectively at all levels to manage and monitor care capacity

¹ Care capacity management is the process of ensuring that the demand for service placed on an organisation can be adequately met within a context of quality patient care, a quality work environment for staff, and fiscal and procedural efficiency.

- includes a core data set by which the health of the system is monitored and is used to inform forecasting, demand planning, and budgeting
 - includes consistent, credible, required responses to variance in care capacity
 - recognises the need for local solutions consistent with the principles of healthy workplaces
- Each party will undertake to promote and model behavior that demonstrates productive engagement and builds a workplace culture that enables everyone to feel their contribution is valued and respected. Opinions of those performing the work will be sought when new innovations, improvements and changes are required, in a manner consistent with consultation and change management processes referred to below
 - Quality of care and quality of the work environment are agreed priorities that underpin productivity and will be incorporated in all workplace processes and actively sponsored at all levels of the organisation.
 - Developing and maintaining policies and practices that actively encourage all employees to be confident in leading and making decisions within their levels of expertise and experience.
 - Access for all employees to appropriate professional development and appropriate learning opportunities, including appropriate national qualifications, in order to give them greater opportunities to extend their roles and responsibilities within the public health system.
 - Facilitating appropriate release time to attend relevant professional development and learning opportunities;
 - A wider team approach to planning and evaluation of service capacity and service delivery will be used to ensure the right people with the right skills are providing the right care (role) at the right time in the right place. This will support staff in taking responsibility and accountability for their own services' performance, and using the tools and policies in place to effect improvement
 - Nationally consistent consultation and change management processes to facilitate both input into decision making on issues affecting the workplace and active engagement in the development and /or problem solving of initiatives to address the issues.

4.0 Term

This collective agreement will come into force at Ratification and expire 31 July 2020.

5.0 Variation of this Collective Agreement

This agreement may be varied by agreement between the union and the employer. Any variation shall be put in writing and signed by the parties and all parties shall be provided with a copy of any variation.

6.0 Definitions

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

Each period of engagement undertaken by a casual employee is a standalone employment arrangement and the employment shall be at an end at the completion of the work required.

Nothing in this agreement, either expressly or implied, requires the employer to offer any employment to any casual employee, notwithstanding that the employee may be recognised on any list maintained by the employer to assist in obtaining casual staff.

Notwithstanding anything contained elsewhere in this agreement, a casual employee's engagement on more than one occasion, or retention on any list maintained by the employer, shall not entitle that employee to any service related benefit contained in this agreement.

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

"Employee" means any person employed by an employer and whose position is covered by this collective agreement.

"Employer" means the relevant employer employing the particular employee.

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

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

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

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

"Nurse and nursing staff include all employees covered by this Collective Agreement who:

- 1) are qualified for registration under the Health Practitioners' Competence Assurance Act 2003 and its successors as comprehensive, psychiatric, psychopaedic, general and/or obstetric nurses, or midwives; or
- 2) are qualified for enrolment in terms of the Health Practitioners' Competence Assurance Act 2003 and its successors as enrolled nurses; or

T1 refers to the ordinary hourly rate of pay; T1.5 refers to one and a half times the ordinary hourly rate of pay; and T2 refers to double the ordinary hourly rate of pay.

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

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

"Service" means current continuous service with the employer.

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

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

7.0 Hours of Work

The parties acknowledge the Employment Relations (Flexible Working Arrangements) Amendment Act 2007 and its provisions.

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.

- 7.1 The ordinary working hours of an employee employed full-time shall be 80 per fortnight.
- 7.2 Employees will normally work 8 hours a day/shift in duration, except that part-time employees by mutual agreement between the employer and the employee, may work shifts of less than 8 hours.
- 7.3 The pay period shall commence at the beginning of the Sunday/Monday night shift. When a major part of a shift falls on a particular day the whole shift shall be regarded as being worked on that day².
- 7.4 Rostering practices in existence prior to this agreement, if not inconsistent with this agreement, shall continue to apply.
- 7.5 Rosters will be published not less than 14 days prior to the commencement of the roster, provided that less notice may be given in exceptional circumstances. Rosters posted will show duties for a minimum 28 day period. Changes in rosters, once posted, shall be by mutual agreement between the Nursing Team Leader (or delegate) and employee.
- 7.6
 - (i) Every employee shall have two periods of at least 24 hours off duty each week, and except in the case of emergencies or by agreement with the Nursing Team Leader (or delegate) and employee, these shall be consecutive.
 - (ii) Except in an emergency, no employee shall work more than seven consecutive 8-hour duties.
- 7.7 Minimum break between spells of duty:
 - (i) Except in an emergency a break of at least nine continuous hours must be provided between any two periods of duty of a full shift or more. Note: if the employee requests a lesser break overtime payments will not apply.
- 7.8 Notwithstanding the foregoing conditions staff may be permitted to change shifts one with another by mutual arrangement and with the prior approval of the Nursing Team Leader (or delegate). Overtime or other penalty provisions shall not apply in these instances.
- 7.9 Except in an emergency an employee changing duties on consecutive days shall be rostered off for a minimum of 9 consecutive hours.
- 7.10 Duties, once commenced, shall be continuous unless otherwise agreed between the employer, the union and the employee.

² Current custom and practice shall apply where the Sunday night shift at the end of the pay period is paid as a full shift of 8 hours, despite 7 hours being worked on the first day of the following pay period.

7.11 Employees of 0.8FTE or greater will not be required to change between day and night duties more than once in any fortnight unless by mutual agreement between the Nursing Team Leader (or delegate) and employee.

7.12 Additional Provisions for Employees working Alternative Rosters

In specific instances, i.e. shifts of longer or variable lengths, the ordinary hours for a full time employee are able to be averaged over a roster cycle of greater than one fortnight e.g.: an employee who works 10 hour shifts may work 120 hours over a 3 week roster and be considered to be fulltime. No employee shall be required to work more than a 10 hour rostered shift.

- a) Alternative hours of work may be implemented by agreement between the employer, the employees directly affected and the NZNO. Such agreement shall be in writing and signed by the representatives of the parties.

It is recognised that some areas may continue to utilise the standard eight hour roster alongside the 10 hour rosters.

If a party to this Agreement wishes, for health and safety reasons, to change the above roster patterns, they shall engage in a process of consultation consistent with Clause 30 in order to do so.

- b) Every employee shall have at least 2 consecutive 24 hour periods off duty each week. No employee working 10 hours per rostered shift shall work more than five consecutive duties. Where five consecutive 10 hour duties are worked the employee must then have a minimum of 3 consecutive 24 hour periods off duty.
- c) Minimum breaks between duties: No 10 hour roster shall contain breaks between duties of less than nine consecutive hours. If the actual breaks are not achieved then the payment provisions of the overtime clause 9.3.1 shall apply. Note: if the employee requests a lesser break the overtime payments will not apply.
- d) Overtime - the following payments shall apply:
 - (i) Ten hour shifts: Overtime shall be paid at T1.5 for the 11th hour and T2 for additional hours worked in excess of a rostered 10 hour shift.

7.13 In the event there is a staffing shortage which cannot be alleviated, patient cares and/or the volume and range of services may be reduced in accordance with direction by the appropriate manager and Organisation policies. In addition the following process shall apply:

7.13.1. When a nurse considers they have reached the limits of safe practice they will be supported to resolve the situation as follows:-

- a) The Nursing Team Leader or Clinical Manager or equivalent position will be immediately informed of the situation by the nurse.
- b) The nurse will not be required to take additional workload until strategies have been implemented to address the immediate workload issues (eg: the redeployment of staff or patients) notwithstanding any immediate duty of care requirements.

8.0 Meal and Rest Breaks

8.1 Except when required for urgent or emergency work and except as provided in 8.2 below, no employee shall be required to work for more than five hours continuously without being entitled to an unpaid

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

- 8.2 An employee unable to be relieved from work for a meal break shall be entitled to have a meal while on duty and this period shall be regarded as working time.
- 8.3 Tea breaks of 10 minutes each for morning tea, afternoon tea or supper, and the equivalent breaks for night duty where these occur during duty, shall be recognised as time worked.
- 8.4 During the meal breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer.
- 8.5 in recognition that outside of ordinary office hours and weekends when there are only two staff on duty, and are not able to be relieved from the workplace for a complete meal break the on call allowance will be paid for the half hour (prorated) as set out in clause 11.1.2.

9.0 Wages

Registered Nurse	September 2018	29 July 2019
Level 5		75,132
Level 4	70,820	72,945
Level 3	63,470	65,652
Level 2	60,328	62,138
Level 1	56,788	58,491

Progression is by annual increment through to step 4 and to be eligible to move to Level 5 a RN must have a PG Cert in palliative care

Enrolled Nurse	September 2018	29 July 2019
Level 4		57,047
Level 3	53,772	55,385
Level 2	49,838	51,333
Level 1	47,215	48,632

Progression is by annual increment through to step 3 and to be eligible to move to Level 4 an EN must have PDRP Level 3

Health Care Assistant	September 2018	29 July 2019
Level 4		48,003
Level 3	45,247	46,605
Level 2	44,445	45,779
Level 1	41,660	42,910

Progression is by annual increment through to step 3 and to be eligible to move to Level 4 a HCA must have a qualification or education completed, content to be decided.

Designated Senior Nurse	September 2018	29 July 2019
Senior 4	87,602	90,230
Senior 3	84,356	86,887

Senior 2	80,474	85,375
Senior 1	78,954	81,322

The qualification and community allowance for current community nurses will be included in their base rate of pay and they will not incur lesser conditions as a result of losing both these allowances. On 29th July 2019 the Senior steps will apply.

All current nurses on the Senior Rates to be increased by \$1,500 (FTE) over existing pay scales including education and community daily allowance until 29th July 2019. After which, all employees will increase to those rates detailed above.

For current Registered Nurses we accept that those with PG Cert but not in palliative care can progress to level 5 in 2019, however, they will be required to complete a minimum of one palliative care paper before the end of this term (31st July 2020) to continue on this pay grade. Failure to do so will result in the employee dropping to Level 4.

9.1 Operation of all Wage Scales

- (a) The wage scales above shall be applied to the respective groups of employees.
- (b) On appointment, the employer may place employees on any step of the relevant scale, taking into account the following factors:
 - (i) previous nursing/hospice experience or other relevant work experience - the employer may credit this service;
 - (ii) degree of difficulty in recruiting for specific skills and/or experience required for the position.
- (c) A nurse previously employed on the top Enrolled Nurse step shall be appointed no lower than the second step of the registered nurse scale when they qualify as a Registered Nurse.

Employees on fulltime study leave or parental leave, with or without pay, shall continue to receive annual increments to which they would otherwise be entitled.

9.2 Overtime and Penal Time this section needs moving up onto the above page

9.2.1 Overtime

- (a) Overtime is time worked in excess of eight hours per day or the rostered duty whichever is greater, or 80 hours per two week period, when such work has been authorised in advance.
- (b) Overtime worked on any day shall be paid at one and one half times the normal hourly rate of pay (T1.5) for the first 3 hours and double time (T2.0) thereafter.
- (c) No employee shall be required to work for more than 12 consecutive hours where their normal shift is of 8 or 10 hours' duration unless by mutual agreement between the Nursing Team Leader (or delegate) and employee..

9.2.2 Penal Rates

- (a) Weekend rate - applies to ordinary time (other than overtime) worked after midnight Friday/Saturday until midnight Sunday/Monday shall be paid at time one half (T0.5) in addition to the ordinary hourly rate of pay.
- (b) Public Holiday rate – applies to those hours which are worked on the public holiday. This shall be paid at time two (T2.0). (See clause 13.4 for further clarification.)

- (c) Night Rate - Employees working between the hours of 9.30pm – 7.30am shall be paid at one quarter (T.25) in addition to the ordinary hourly rate of pay for hours worked within this time period. Day shift employees are not eligible for this rate.
- (d) Overtime and weekend/public holiday or night rates shall not be paid in respect of the same hours, the higher rate will apply.

10.0 Call Backs/Call Outs

10.1 Call-back is defined as a call back to the inpatient unit and will be paid at the ordinary rate with a minimum payment for 3 hours.

10.1.1 If an employee is called back within 9 hours of having completed a shift, they will be paid at overtime rates with a minimum payment for 3 hours.

10.2 Call Out is defined as an employee who is on call being called out to a patient in the community

10.2.1 Minimum Payment: An employee who is called out shall be paid a minimum of 3 hours, or for actual working and travelling time, which ever is the greater.

10.3 Transport: Where an employee who does not reside in employer accommodation is called back to work outside the employees normal hours of duty in respect of work which could not be foreseen or prearranged, the employer shall either:

- (i) provide the employee with transport from the employees place of residence to the workplace where the employee is employed and to the place of residence from the workplace; or
- (ii) reimburse the employee the actual and reasonable travelling expenses incurred in travelling from the employees place of residence to the workplace or from the workplace to the employees place of residence, or both travelling to and from the workplace.
- (iii) the reimbursement rate shall be as prescribed in clause 12.2.

11.0 Allowances

11.1 On Call

11.1.1 In the interests of healthy rostering practices, the parties agree that the allocation of on-call time should be spread as evenly as practicable amongst those required to participate in an on-call roster.

11.1.2 Where an employee is instructed to be on call during normal off duty hours, an on call allowance of \$4.04 per hour shall be paid Mon-Fri, and \$6.06 per hour on Sat, Sun and Public Holidays.

11.1.3 The on call allowance is payable for all hours the employee is rostered on call including time covering an actual call out.

11.1.4 An employee who is required to be on call and report on duty within 20 minutes shall have access to an appropriate locator or a cell phone.

11.1.5 Being on call does not preclude an employee from being rostered on for normal duties for the shift following the on call period at ordinary rates. Circumstances surrounding actual call outs will be taken into account and additional time off will be allowed on a time for time basis or by mutual agreement, until a reasonable break has been achieved

11.1.6 Where a rostered day off follows an on call duty circumstances surrounding actual call outs will be taken into account and additional time off will be allowed on a time for time basis or by mutual agreement, to compensate for the impact on the rostered day off.

11.2 Sleep in/Sleep Over Duties

11.2.1 An employee required to Sleep In/Sleep Over in the in-patient unit shall be paid an allowance equal to the minimum hourly wage rate per hour for the entirety of the shift in accordance with 11.2.2

11.2.2 Should the employee be required to work then they will be paid 2 hours at the night rate irrespective of the number of patients attended to in any one call. If two or more separate call outs are required in any one night then the additional 2 hours payment will apply for each call. However the maximum payment for call out shall be eight hours at the ordinary rate of pay.

11.3 Higher Duties Allowance

11.3.1 (i) Higher Duties: An allowance shall be paid to an employee who, at the request of the employer, where nurses are rostered to work and where it is substantially performing the duties and carrying the responsibilities of a position or grade higher than the employee's own.

11.3.1 (ii) The higher duties allowance payable shall be paid at a rate of \$21.50 per full 8 hour shift.

12.0 Reimbursing Payments

12.1 Annual Practising Certificate

Where an employee is required by law to hold an annual practising certificate (APC), the cost of the certificate shall be met in full by the employer provided that:

- (a) It must be a statutory requirement that a current certificate be held for the performance of duties.
- (b) The employee must be engaged in duties for which the holding of a certificate is a requirement.
- (c) Any payment where an APC is refunded will be off set to the extent that the employee has received reimbursement from another employer.
- (d) The Employer will only pay one APC unless there are operational requirements for an employee to maintain more than one APC.

12.2 Travelling Expenses and Incidentals

- (a) When travelling on employer business, the employee will be reimbursed for costs on an actual and reasonable basis on presentation of receipts.
- (b) Employees who are instructed to use their motor vehicles on employer business shall be reimbursed 74 cents per Kilometre in accordance with the IRD mileage rates as promulgated from time to time.

12.3 Professional Supervision

Employees are able to attend a monthly professional supervision session of up to one hour's paid time by suitably qualified clinical supervisors approved by the employer. The fees will be paid for by the employer upon receipt of a GST invoice from the supervisor.

13.0 Public Holidays

- 13.1 The following days shall be observed as public holidays:
Christmas Day, Boxing Day, New Year's Day, 2 January, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day and Southland Anniversary Day (which for the purposes of this agreement shall be taken on the Monday closest to January 17).
- 13.2 Employees required to work on any of the above holidays shall be paid at T2.0 for time actually worked on the holiday.
- 13.3 In addition the employee shall be allowed an alternative day's holiday paid for at the employee's relevant daily rate, to be taken within 12 months, where the holiday falls on a day that would have otherwise been a working day for that employee.
- 13.4 Those employees who work a night shift which straddles a public holiday, shall be paid at public holiday rates for those hours which occur on the public holiday and the applicable rates for the remainder of the shift. One alternative holiday day shall apply in respect of each public holiday.
- 13.5 If the public holiday falls on a weekend the employee will be paid for the actual day worked, if they also work on the Monday (which is Mondayised) the Monday becomes a normal working day for that person.
- 13.6 If an employee did not work the 'actual' public holiday but is working the Monday this will be treated as a public holiday and paid at the rates specified in the employment agreement, and alternative leave day accrued as per clause 13.3.
- 13.6 Part time employees:
Where a part-time employee's days of work are fixed, the employee shall only be entitled to a public holiday provisions if the day would otherwise be a working day for that employee.
- Where a part-time employee's days are not fixed, the employee shall be entitled to public holiday provision if they worked on the day of the week that the public holiday falls more than 40 % of the time over the last three months. Payment will be relevant daily pay.
- 13.7 Alternate leave days accrued shall be used/paid in the first instance before annual leave.

14.0 Annual Leave

- Employees, other than casuals, shall be entitled to 4 weeks annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause
- 14.1 Casual employees shall be paid 8% of gross taxable earnings in lieu of annual leave to be added to the wages paid for each engagement.
- 14.2 Annual leave should be taken in the twelve (12) month period after it falls due, at a time agreed with Hospice Southland to fit in with service/work requirements and the employee's need for rest and recreation.
- 14.3 In exceptional circumstances holiday maybe accrued beyond the 12 months to allow for extended leave to be taken. This will be by mutual agreement between the CEO and employee.

- 14.4 Hospice Southland may require you to take leave upon 14 days notice.
- 14.3 Annual leave shall be taken to fit in with service/work requirements and the employee's need for rest and recreation.
- 14.4 Part time employees shall be entitled to annual leave on a pro rata basis.
- 14.5 Employees who have completed five years continuous service on or after August 1, 2017, shall be entitled to five week's annual leave on-going, pro rata for part time employees.

15.0 Shift Leave

- 15.1 On the completion of 30 night shifts within a 12-month period a nurse may apply for one days leave to be taken within 30 days of the completion of the 30th nights shift worked.
- 15.2 This leave entitlement is paid at T1.0, is not transferable and not payable in cash.

16.0 Sick/Domestic Leave

- 16.1 On appointment a full time employee shall be entitled to ten (10) working days paid sick leave for the first twelve months of employment, and an additional ten (10) working days for each subsequent twelve month period. The entitlement shall be pro-rated for part time employees except that a part-time employee shall receive no fewer than five (5) working days paid sick leave for the first twelve months of employment and a minimum of five (5) additional working days for each subsequent twelve month period.
- 16.2 In accordance with the Holidays Act 2003, you may be required to produce a medical certificate issued by a medical practitioner as proof of sickness or injury in the following circumstances:
- If the sickness or injury is for a period of 3 or more consecutive calendar days, whether or not the days would otherwise be working days for you; or
 - If the sickness or injury is for a period of less than 3 consecutive calendar days and Hospice Southland informs you as early as possible that the proof is required and meets reasonable expenses in obtaining the proof.
 - In any other such instance where the employer is entitled to require a medical certificate in accordance with the Holidays Act 2003 and its subsequent amendments.
- 16.3 You are required to let Hospice Southland know as soon as possible if you are unable to attend work due to sickness or injury.
- 16.4 The employee can accumulate their entitlement up to a maximum of 100 days.
- 16.5 At the employer's discretion an employee may be granted anticipated sick leave. Any leave taken in advance and still remaining outside the entitlement will be paid to the employer. The employer may deduct monies due from the final pay.
- 16.6 Where an employee is suffering from a minor illness which could have a detrimental effect on the patients or other staff, in the employer's care, the employer may, at its discretion, either:
- a. Place the employee on suitable alternative duties; or
 - b. Direct the employee to take leave on full pay.

16.7 Discretionary leave:

In the event an employee has no sick or annual entitlement left, they may be granted additional sick or domestic leave. In considering the granting of leave under this clause, the employer shall recognise that discretionary sick and domestic leave is to ensure the provision of reasonable support to staff having to be absent from work when all other entitlements have been exhausted.

16.7.1 In these circumstances the following shall be taken into account:

- a. The circumstances leading to the request
- b. The employee's length of service
- c. The employee's attendance and leave record
- d. The consequences of not providing the leave
- e. Any unusual and/or extenuating circumstances
- f. Alternative options e.g. shorter hours, more flexible rostering
- g. Other amounts of leave available

16.7.2 Reasons for a refusal shall, when requested by the employee in writing, be given in writing and before refusing a request, the decision maker is expected to seek appropriate guidance.

16.8 **Domestic Leave:**

16.8.1 Domestic leave is used to attend to a dependent such as a child, partner or other family member. You can be required to provide a medical certificate for the dependent.

16.8.2 Where an employee must stay home to attend to a dependent through illness, leave on full pay of up to 5 days in any one year may be granted as a charge against the employee's sick leave entitlement. This person will in most cases be the employee's child, parent or partner but may be another dependent family member.

16.8.3 At the employer's discretion, an employee may be granted leave without pay, in addition to the amount specified above, where the employee requires additional time away from work to look after a seriously ill dependent of the employee.

17.0 **Bereavement Leave**

17.1 The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a Tupapaku/deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangerang (or its equivalent).

17.2 On appointment with Hospice Southland, you shall be entitled to bereavement leave in accordance with the Holidays Act 2003 and any amending or substituting Acts.

17.3 Where you suffer a bereavement on the death of your: spouse; parent; child; brother or sister; grandparent; grandchild; or spouse's parent, you are entitled to 3 days bereavement leave.

17.4 Where Hospice Southland accepts you have suffered a bereavement on the death of any other person you shall be entitled to take 1 day bereavement leave.

17.5 Additional bereavement leave, either paid or unpaid, can be provided by the discretion Hospice Southland and relevant factors in the Hospice Southland decision include:

- The closeness of the association between you and the deceased person;
- Whether you have taken significant responsibility for all or any of the arrangements for the ceremonies relating to the death; and

- Any cultural responsibility you have in relation to the death.

17.6 Hospice Southland may request that proof be provided.

17.7 You are required to notify Hospice Southland as soon as possible if you intend to be absent due to a bereavement.

18.0 Parental Leave

You are entitled to parental leave in accordance with the Parental Leave and Employment Protection Act 1987 and its subsequent amendments.

19.0 Jury Service/Witness Leave

Leave for jury service may be taken on ordinary pay on the days that the employee would normally work provided that:

- the employee will advise the employer of a request to participate in jury service at the earliest opportunity including providing the written jury request letter
- this doesn't affect the day-to-day operations of the hospice.
- the employee returns to work immediately on any day the employee is not actually required to attend at Court.
- the employee pays the fees received to the employer but may retain any expenses paid.

20.0 Long Service Leave

Upon completion of continuous service of 15 years, employees will be entitled to a one off holiday of 2 weeks, to be taken before the completion of 17 years service; upon completion of 25 years continuous service, a one off holiday of 3 weeks, to be taken before completion of 27 years service; upon completion of 35 years continuous service, a one off holiday of 4 weeks to be taken within 12 months.

21.0 NZNO Meetings

21.1 Union members shall be entitled to up to a total of 4 hours leave per year (a year being the period beginning on the 1st day of January and ending on the following 31st day of December) on ordinary pay to attend meetings authorised by the union providing the following conditions are fulfilled.

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

21.3 The union shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.

21.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any union member for a period greater than two hours in respect of any meeting.

21.5 Only union members who actually attend a union meeting during their working hours shall be entitled to pay in respect of that meeting and to that end the union shall supply the employer with a list of members who attended and shall advise the employer of the time the meeting finished.

Note: The provisions of these clauses (21.1-21.5) are inclusive of any entitlements provided by the Employment Relations Act 2000.

22.0 NZNO Right of Entry

Authorised union representatives may enter the workplace in accordance with the Employment Relations Act 2000.

23.0 NZNO Delegate / Workplace Representative

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

(a) Accordingly paid time off (at ordinary time rates) shall be allowed for recognised employee delegates to attend meetings with management, consult with union members, and other recognised employee job delegates and union officials, to consult and discuss issues such as management of change, staff surplus, and representing employees.

(b) Prior approval for such meetings shall be obtained from management.

24.0 Employment Relations Education Leave

24.1 Such leave will be allowed in accordance with the Employment Relations Act.

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

FTE eligible employees as at 1 March each year	Maximum number of days of employment relations education leave that we are entitled to allocate as a union
1 – 5	3
6 – 50	5
51 – 280	1 day for every 8 FTE eligible employees or part of that number
281 or more	35 days plus 5 days for every 100 FTE eligible employees or part of that number that exceeds 280

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

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

- 24.4 The NZNO shall send a copy of the programme for the course and the name of employees attending at least 21 consecutive days prior to the course commencing.
- 24.5 The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.
- 24.6 The provision of Part 7 of the Employment Relations Act 2000 shall apply where any provision or entitlement is not provided for, or is greater than specified above.

25.0 Professional Development and Post Graduate Education

25.1 Professional Development and Recognition Programmes (PDRP)

- 25.1.1 The PDRP is a framework that helps nurses develop their professional practice and assist them on a career pathway. The PDRP encourages nurses to reflect on their practice and to set goals to plan for their future in care delivery and leadership. PDRP is available to nurses on the Registered Nurse and Enrolled Nurse scale.
- 25.1.2 Hospice Southland has a relationship with Southern District Health Board (SDHB) which enables the hospice to be integrated into SDHBs PDRP which will be aligned to the National Framework for Nursing Professional Development and Recognition Programmes and Nursing Council NZ and HPCA Act (2003) requirements.
- 25.1.3 Hospice Southland and SDHB have in place a Memorandum of Understanding (MOU) which outlines the shared responsibilities and the processes to be adhered to.
- 25.1.4 Hospice will provide trained nurse assessors to sit on the SDHB review panel to assess competent/proficient/expert/accomplished portfolios of nurses within the PDRP.
- 25.1.5 All Nurses (RNs and ENs) will be required to participate in an annual appraisal.
- 25.1.6 PDRPs shall be applied in a consistent manner to ensure transportability of recognition, accessibility, transparency and simplicity.
- 25.1.7 The technical competencies for palliative care nurses will be based on the National Competency Framework for Palliative Care Nursing in NZ September 2008 or its successor.
- 25.1.8 The clinical career/workforce structure requires commitment to education and development of expertise.
- 25.1.9 No quotas or other in built barriers will be established to limit the numbers at each level of the pathway. Progression through the PDRP shall be based solely on achievement of the specified agreed criteria.
- 25.1.10 These principles will be monitored as part of the negotiations for the NZNO Hospice Southland SECA and will identify:
- any changes or processes necessary to further the PDRP, including education
 - If the programme is managed consistently
 - the development and monitoring of the review process and/or implementation difficulties
 - appropriate training/information/support for all employees and managers involved in the PDRP
 - auditing to ensure that the appeals process is working

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

The rates of these allowances are as follows:

RN Expert \$3000

RN proficient \$2000

EN Accomplished \$3000

EN Proficient \$2000

Note: These rates do not apply to Registered Nurses on the Designated Senior Scale

25.2 Post Graduate Education

25.2.1 The parties to this agreement record their intention that staff be given reasonable opportunity and positive encouragement to undertake post graduate study or training relevant to nursing practice or roles in palliative care.

25.2.2 Leave, with or without payment, may be approved as deemed appropriate by the employer. The employer may grant reimbursement of expenses in part or in full incurred by the employee when attending relevant courses of study.

25.3 Professional Development Leave

25.3.1 The employer shall grant professional development leave of no less than 24 hours per calendar year for full time employees (pro-rated to 20 hours per calendar year for part time employees). This leave enables employees to maintain competency, complete qualifications, attend courses and to undertake research or projects that are relevant to the employer and which facilitate the employee's growth and development. Prior approval of the employer must be obtained.

25.3.2 Professional leave will be granted at the T1 rate and may accumulate over a three year period to a maximum of 72 hours (full time) and 60 hours (part time) if agreed as part of a professional development plan.

25.3.3 Employees may apply for professional development leave in addition to the above clause which may be granted at the discretion of the employer.

25.3.4 Meetings to meet organisational and service requirements not otherwise addressed in this clause, (including nurses meetings and in-service training) shall be paid at ordinary rate for time spent at such meetings.

25.3.5 One day's leave (in addition to that prescribed in sub-clause 24.1) will be granted for the preparation of the initial portfolio required under the terms of the PDRP.

26.0 Policies and Procedures – needs to be moved up onto the above page

26.1 Hospice Southland has a number of policies and procedures that you are required to observe as a condition of employment. Hospice Southland may vary, withdraw, add to or institute changes to the policies and procedures, and shall notify you where there is significant variation via consultation

as detailed in clause 25.2. You agree to ensure you are familiar with and comply with all and any such policies and procedures.

- 26.2 In the event of non-compliance with the policies and procedures, disciplinary action may be taken, including warnings and termination of employment. In some circumstances failure to follow the policies and procedures may result in summary termination of employment.

27.0 Health and Safety

- 27.1 The employer shall comply with the provisions of the Health and Safety at Work Act 2015 and subsequent amendments concerning safety, health and welfare matters. The parties to this agreement agree that employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken.
- 27.2 It shall be the responsibility of the employer to ensure that the workplace meets required standards and that adequate and sufficient safety equipment is provided.
- 27.3 It shall be the responsibility of every employee covered by this agreement to work safely and to report any hazards, accidents or injuries as soon as practicable to their supervisor.
- 27.4 It is a condition of employment that safety equipment and clothing required by the employer is to be worn or used by the employee and that safe working practices must be observed at all times.
- 27.5 You are required to comply with Hospice Southland health and safety policies and procedures and in particular, to take all practicable steps to ensure your own fitness for work and the safety of others in the place of work.
- 27.6 You are required to ensure you maintain your ability to perform your duties safely and effectively. You must advise Hospice Southland of any medical condition (including stress-related symptoms) which may impact on your ability to perform your duties safely or effectively.
- 27.7 In the event of non-compliance with the policies and procedures, disciplinary action may be taken, including warnings and termination of employment. In some circumstances failure to follow the policies and procedures may result in summary termination of employment.
- 27.8 The employer recognises that to fulfil their function health and safety delegates require adequate training, paid time and facilities.
- 27.9 The parties to this agreement recognise that effective health and safety committees are the appropriate means of providing consultative mechanisms on health and safety issues in the workplace.

28.0 Uniforms and Protective Clothing

- 28.1 Where the employer requires an employee to wear a uniform, it shall be provided free of charge, but shall remain the property of the employer.
- 28.2 Suitable protective clothing shall be provided at the employer's expense where the duty involves a risk of excessive soiling or damage to uniforms or personal clothing or a risk of injury to the employee.
- 28.3 Damage to personal clothing – An employee shall be reasonably compensated for damage to personal clothing worn on duty, or reimbursed dry cleaning charges for excessive soiling to personal

clothing worn on duty, provided the damage or soiling did not occur as a result of the employee's negligence, or failure to wear the protective clothing provided. Each case shall be determined on its merits by the employer..

29.0 Payment of Wages

- 29.1 Employees will be paid fortnightly in arrears by direct credit into a nominated bank account.
- 29.2 Where an employee has taken leave in advance of it becoming due, and the employee leaves before the entitlement has accrued, the employer will deduct the amount owing in excess of entitlement from the employee's final pay.
- 29.3 Any monies agreed, as being owed by the employee to the employer upon termination will be deducted from the employee's final pay.
- 29.4 The employees shall complete timesheets as required by the employer. Wherever practicable any disputed items shall not be changed without first referring it to the affected employee.
- 29.5 Overpayment Recovery Procedures: Attention is drawn to the Wages Protection Act 1983 or any other amendment or Act passed in substitution. This clause must not act in a way that is inconsistent with that Act. In the event of an overpayment of wages, the employer may recover the amount of overpayment provided the employee is given written notification of the intention to recover the overpayment, the amount to be recovered and full explanation of the reasons for the overpayment. Overpayments should be recovered over an equivalent period to the overpayment.
- 29.6 The employer shall use its best endeavours to direct credit payment of wages into the employee's bank account one clear banking day prior to a public holiday.

30.0 Co-operation and Consultation

30.1 Management of Change

- 30.1.1 The parties to this collective agreement accept that change in the health service is necessary in order to ensure the efficient and effective delivery of health services. They recognise a mutual interest in ensuring that health services are provided efficiently and effectively, and that each has a contribution to make in this regard.
- 30.1.2 Prior to the commencement of any significant change to staffing, structure or work practices, the employers will identify and give reasonable notice to employees who may be affected and to the NZNO to allow them to participate in the consultative process so as to allow substantive input.

30.2 Consultation

- 30.2.1 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.
- 30.2.2 However, the final decision shall be the responsibility of the employer.

31.0 Redundancy

- 31.1 For the purpose of this Agreement, redundancy is defined as a condition in which the employer has staff surplus to requirements because of reorganisation or the closing down of all or part of the employer's operation.

- 31.2 The employer shall provide four weeks written notice of any impending redundancy to the affected employees and every endeavour shall be made to redeploy affected employees.
- 31.3 Subject to clauses 34.0, in the event that your employment is terminated for redundancy, you will be given the notice set out in the clause or payment in lieu of notice.
- 31.4 During the period of notice the employee shall be entitled to reasonable time off to attend interviews and seek alternative employment by agreement with the employer, without loss of pay.
- 31.5 The Employee made redundant shall be provided with a Certificate of Service stating that employment was terminated as a result of redundancy.
- 31.6 The employer shall provide reasonable counselling for affected employees on the request from the employee.
- 31.7 In the event of dismissal for reasons of redundancy a severance payment equal to 4 weeks ordinary pay will be made to the employee.

32.0 Employee Protection Provision

- 32.1 Where employees are terminated due to sale, contracting out or transfer of the whole or part of the business of the employer and the employee is offered employment of a similar nature with the transferor of the business or the contractor, the employee shall not be deemed to have been made redundant.
- 32.2 The employer shall endeavour to provide in the sale and purchase agreement provision for employees' continuity of service with the purchaser. In the absence of such provision the employer shall notify the employees affected by the sale, transfer or contracting out of the whole or part of the business in accordance with the clause. No claim for redundancy may be made against the employer
- 32.3 If Hospice Southland proposes to restructure and the proposal may result in your work being performed for a new employer, Hospice Southland will:
- discuss and negotiate with the new employer as to whether you may:
 - transfer to the new employer on the terms and conditions of employment set out in this Agreement; or
 - transfer to the new employer on different terms and conditions of employment; or
 - not transfer to the new employer; and

After such discussions and negotiations, meet with you to:

- convey the outcome of those discussions and negotiations; and
- outline your options and entitlements.

33.0 Termination of Employment

33.1 Notice Period

Either party may terminate the employment agreement with four weeks written notice, unless otherwise negotiated with the employer. Agreement for a shorter notice period will not be

unreasonably withheld. When the agreed notice is not given, the unexpired notice may be paid or forfeited by the party failing to give the agreed notice.

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

33.2 Abandonment of Employment

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

33.3 Termination on Health Grounds

An employer may consider termination of an employee's employment in situations where the employee is rendered incapable of the proper ongoing performance of their duties as a result of illness/injury or disability.

Before taking any action, the employee may be required to undergo a medical examination by a registered medical practitioner, as agreed between the employer and employee, which will be paid for by the employer. Any reports or recommendations made available as a result of that examination will be taken into account as will any other relevant medical reports or recommendations which may be received or tendered on behalf of the employee.

33.4 Garden Leave

Hospice Southland reserves the right to place you on "garden leave" for all or part of your notice period where you are dismissed on notice or where you resign, or in the event that you are offered and accept employment with an organisation whose business creates a conflict of interest with the business of Hospice Southland.

Whilst on garden leave you:

- will be paid and remain an employee of Hospice Southland (and remain bound by obligations of fidelity, trust, and confidentiality etc.);
- will not be required to undertake any work for Hospice Southland or contact any of Hospice Southland employees, patients, patients families, clients or suppliers, except with Hospice Southland consent;
- must not compete or undertake any work for any other organisation including promotional work, whether paid or unpaid, except with Hospice Southland consent.

34.0 Harassment Prevention

34.1 The parties recognise that harassment in the work place is totally unacceptable. It is the responsibility of the employee to familiarise themselves with the relevant policy on harassment and the responsibility of the employer to communicate the extent of this policy and make it accessible to all employees.

34.2 Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence and other forms of intimidating behaviour.

34.3 Harassment complaints will be taken seriously and the employer undertakes to address these complaints with sensitivity and impartiality.

35.0 Resolution of Employment Relationship Problems

An “employment relationship problem” includes:

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

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

- (a) The employee is entitled to seek representation at any stage during the process. Help with an employment relations problem is available from within the work place (employee manager) or outside the workplace (Ministry of Business, Innovation and Employment (MBIE) 0800 20 90 20), or a union, an advocate or a lawyer.
- (b) If the matter is unresolved either party is entitled to seek mediation from the Labour Department or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)

A “personal grievance” means a claim that an employee:

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

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

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

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

36.0 Accidents and Injuries

36.1 Work Related: Where an employee is incapacitated as a result of a work accident, and that employee is on earnings related compensation, then the employer agrees to supplement the employee’s compensation by 20% of base salary during the period of incapacitation as a charge against the employee’s Sick Leave while sufficient sick leave is available.

36.2 Non-Work Related: For non work-related accidents, where the employee requests, the employer shall supplement the employee’s compensation by 20% of base salary and this shall be a charge against the employee’s Sick Leave while sufficient Sick Leave is available.

37.0 Family Friendly Practices

The employer will recognise and encourage the development of family friendly policies.

38.0 Deduction of Union Fees

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

39.0 Completeness, No Disadvantage and Transition

39.1 Completeness:

The parties to this Collective Agreement have standardised and consolidated Hospice conditions from existing collectives to provide for common core conditions.

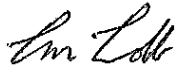
39.2 No Disadvantage:

The parties are committed to ensure that there is no "overall disadvantage" to individuals due to any changes in core conditions.

Signed this 7 day of November 2018

AUTHORISED
of the UNION PARTY

Representative



NZNO Advocate

Lorraine Lobbs

AUTHORISED
of the EMPLOYER PARTY

Representative



Andrew Leys

Chief Executive Officer
Hospice Southland

SCHEDULE 1: MEMORANDUM OF UNDERSTANDING:

Pass On: The employer parties to this agreement agree not to automatically pass on to staff who are not bound by this Collective Agreement, terms or conditions that are the same or substantially the same as those contained in this Collective Agreement.

This means that the employer and non-NZNO staff members shall individually negotiate their terms and conditions of employment.