



KENSINGTON  
PRIVATE HOSPITAL



NEW ZEALAND  
**NURSES**  
ORGANISATION

TŌPŪTANGA  
**TAPUHI**  
KAITIAKI O AOTEAROA

# COLLECTIVE EMPLOYMENT AGREEMENT

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28 AUGUST 2023 – 27 AUGUST 2025

KENSINGTON HOSPITAL LIMITED  
12 KENSINGTON AVENUE, KENSINGTON, WHANGAREI 0112

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## 1. OUR VALUES

### Our Team

- Has a positive can do approach
- Values wellbeing
- Ensures our patients are at the centre of all we do
- Delivers the best
- Works as one and supports each other

## 2. NATURE AND COVERAGE OF THE AGREEMENT

### 2.1. Nature of the Agreement

This is a collective employment Agreement made pursuant to the Employment Relations Act 2000. The parties to this Agreement agree to the terms and conditions outlined in this document.

The terms and conditions in this Agreement are a minimum. Better terms and conditions for Employees may be provided for in any additional individual or collective employment Agreement.

### 2.2. Parties

This Agreement is made between:

- Kensington Hospital Limited (Kensington Private Hospital) (the employer), and
- The New Zealand Nurses Organisation

### 2.3. New Employees

Kensington Private Hospital agrees that all new Employees in roles listed under the coverage clause (2.6) shall be offered the opportunity to become a party to this Agreement and that if the worker accepts, that the Employee shall become a party to the Agreement. Kensington Private Hospital will provide new Employees the names and contact details of the NZNO delegates.

### 2.4. Variations

Should any matter arise which is not dealt with by this Agreement or is dealt with in only the most general terms, then the parties to this Agreement shall commence negotiations to provide for any such matter.

The negotiations shall be conducted in good faith by all parties in order to provide for a variation of all or any of the provisions of this Agreement so as to provide for the matter which arises which is not dealt with by this Agreement or is dealt with in only the most general terms.

Kensington Private Hospital will not vary the terms or conditions or privileges of employment until this Agreement has been varied in the manner provided for in this clause.

### 2.5. Term of Agreement

This Agreement shall come into force on the 28th August 2023 and shall continue in force until the 27th August 2025, with a wages only review 28 August 2024.

## 2.6. Coverage

The nursing staff (excluding the Clinical Services Manager, Perioperative Services Manager, Nurse Manager – IPS & Admissions and the Quality Manager) anaesthetic staff and central sterile services department staff and Healthcare Assistants presently employed at Kensington Private Hospital who are members of the NZNO. These persons are “the Employees” and includes any Employee permitted to become a party by virtue of clause 2.3.

## 3. DEFINITIONS

**Afternoon Shift** means a duty commencing after midday and concluding before 12 midnight on the same day.

**Alternative Holiday** is granted when an Employee works on a public holiday that would otherwise be a working day for the Employee.

**Annual Practising Certificate** means a certificate issued pursuant to Section 51 of the Nurses Act 1977.

**Crib Time** is defined in clause 7.2.

**Day Shift** means a duty commencing at 6:45am and concluding before 7:00pm.

**Duty** means the period of work required of an Employee within each period of 24 hours.

**Fixed Term Employee** means any Employee employed specifically on the basis that their start and completion of employment dates are clearly stated and agreed to by both Kensington Private Hospital and the Employee and who otherwise receives all of the wages, allowances and conditions in this agreement.

**Fortnight** means Monday to Sunday fortnight. For the purposes of calculating the pay fortnight for night workers, the pay period shall commence and finish at the end of the Sunday/Monday night shift

**Full Time Employees** are those Employees whose guaranteed hours of work shall not be less than 40 hours per week.

**Night Shift** means a duty commencing after 8:00pm and concluding before 8:00am on the following day.

**Nurse** shall include all grades of nurses (Registered and Enrolled).

**On Call** means a period when an Employee is required to remain available to attend work during otherwise off duty times.

**Ordinary Rate of Pay** means the rates as stipulated in the Appendix.

**Part-time and Casual Employees** are as defined in clauses 5 and 6 hereof.

**Relevant Daily Pay** for the purposes of calculating payment for a public holiday, an alternative holiday, sick leave or bereavement leave means the amount of pay that the Employee would have received had the Employee worked on the day concerned.

**Rostered** means subject to a prearranged cycle which may extend over all seven days of the week.

**Rotating Shifts** means a series of duties which follows a prearranged cycle or sequence as to commencing and finishing times.

**Spouse** includes a de facto spouse or same sex partner.

**Time Off In Lieu** are hours worked beyond the working day that have been traded for paid time off instead of reimbursement at the time of working.

**Week/Fortnight** in the case of day workers shall mean the seven/fourteen days computed from midnight to midnight covered by the pay period of the hospital in which the worker is employed.

**Week/Fortnight** in the case of night workers shall mean the seven/fourteen days computed from noon to noon covered by the pay period of the hospital in which the worker is employed.

## 4. CLASSIFICATIONS

The following designations are defined to indicate the qualification and expertise appropriate to each class of Employee specified in the wage scales in Appendices.

**Anaesthetic Technician** means a person who is registered with the Medical Sciences Council of New Zealand as an Anaesthetic Technician and holds a current practicing certificate.

**Senior Nursing Staff** means a registered nurse who holds a current annual practicing certificate and is responsible for duties in respect of special responsibilities of a supervisor, organising or advisory nature (e.g. Team Leaders, Coordinators).

**Clinical Resource Nurse** means a registered nurse who holds a current annual practicing certificate and is responsible for duties in respect of leading theatre processes to ensure the safe and smooth running of the clinic.

**Infection Prevention Coordinator** a registered nurse who holds a current annual practicing certificate and is responsible for duties in respect of compliance in infection control practices.

**Clinical Nurse Educator** a registered nurse who holds a current annual practicing certificate and is responsible for duties in respect of developing clinical staff's professional practice.

**CSSD Technician** means a person who has completed a certificate in sterilising technology that is recognised by the NZ Sterile Services Association.

**CSSD Trainee** means a person working towards completing a certificate in sterilising technology.

**Enrolled Nurse** means a person who is registered by the NZ Nursing Council as an Enrolled Nurse and holds a current practicing certificate and works under the direction and delegation of a Registered Nurse.

**Healthcare Assistant** is an assistant to the nursing team performing tasks relating to patient care under the direction and delegation of a Registered Nurse who shall be accountable for that patient care. Without limiting the definition, an HCA may be a worker employed on sterile supply work, assisting patients to and from the theatre and other areas, and providing activities for patients.

**Registered Nurse** means a person who is registered by the NZ Nursing Council as a Registered Nurse and holds a current practicing certificate.

## 5. PART-TIME EMPLOYEES

### 5.1. Hours of Work

5.1.1 Part time Employees are Employees who are rostered regularly and who's guaranteed hours of work are fewer than guaranteed hours for fulltime Employees.

### 5.2. Rate of Pay

5.2.1 All time worked by an Employee who is being paid a salary rather than an hourly rate shall be paid on a pro rata appropriate scale.

### 5.3. Holidays and Overtime

5.3.1 An Employee employed part-time shall not be paid for any holiday which falls on a day of the week on which the Employee is not normally employed, unless they are subject to clause 10.2.

5.3.2 For overtime in excess of eight hours on any day, or in the case of 10 hour shifts worked under clause 7.1.1, ten hours in any day, or on a sixth or seventh duty, the provisions of clause 8 shall apply.

## 6. CASUAL STAFF

### 6.1. Definition

6.1.1 Casual Employees are those Employees who are employed on an as and when required basis and are entitled to decline any work offered by Kensington Private Hospital. Casual Employees shall be engaged on the basis that each period of engagement is a separate agreement of employment.

6.1.2 Each period of offered employment is considered a separate period of employment and a separate contractual agreement. The fact that as a casual Employee the Employee may work in excess of 30 hours a week shall not itself change the status of the Employee from that of a casual.

### 6.2. Holidays

6.2.1 Where the Employee works on any part of a public holiday, the Employee will be paid at double time the hours worked.

6.2.2 The Employee is not entitled to an alternative holiday if he or she works on a public holiday. This is because the Employee only works for Kensington Private Hospital when work is available and a public holiday will not otherwise be a working day for the Employee.

### 6.3. Leave Entitlements

6.3.1 The Employee will not normally be entitled to sick leave or bereavement leave. If a casual Employee becomes entitled to sick or bereavement leave, payment will be in line with the Holidays Act 2003 and its amendments.

- 6.3.2 The Employee agrees that payment for annual holidays will be included in their pay. Casual staff will be entitled to 8% to be paid with each pay in lieu of the four weeks of annual leave. This is because the Employee's work is intermittent and irregular, and it is impracticable for Kensington Private Hospital to provide the Employee with 4 weeks' annual holidays. The Employee is not entitled to paid annual holidays.
- 6.3.3 The Employee will be entitled to an additional 2% to be paid with each pay in lieu of the 5th week of annual leave after 5 years continuous service and a morning tea and a gift entitlement as outlined in clause 10.8. As casual staff do not work regular hours and do not receive leave, they are not entitled to long service leave.

## 7. HOURS OF WORK

### 7.1. Ordinary Hours

- 7.1.1 The ordinary hours of work shall be 40 per week divided into four or five duties, none of which shall exceed ten hours, which shall be worked within a span of 12 hours from the time of commencement.
- 7.1.2 Part time workers may work rostered shifts of no less than 4 hours. Four hour shifts will be rostered no more than twice a fortnight unless by mutual agreement.
- 7.1.3 Shifts will be rostered in advance (a minimum of 21 days' notice wherever possible). In designing and implementing shift rosters to meet service needs, the employer shall endeavour to ensure the disruption, personal health effects and fatigue associated with shift work are minimised for the group of workers involved.
- 7.1.4 A minimum of two hours pay at ordinary time will be paid to any casual Employee rostered or called into work on any given day, or to any part time Employee not rostered but called into work on any given day. The two-hour minimum does not apply to staff attending meetings or training.
- 7.1.5 InPatient Suite staff are not to work more than two shift patterns in any 7-day period unless by mutual agreement i.e. staff will not work all three of morning, afternoon and night shifts in any weekly period.
- 7.1.6 Employees who commenced employment prior to 1 October 2021 will not be required to work more than one 10 hour shift per week or 2 shifts per roster unless by mutual agreement.
- 7.1.7 Employees are not employed on fixed days/shifts unless specifically arranged with management and documented within their Individual Appointment Letter of Employment. While every endeavour will be made to work with the Employee to meet individual rostering needs, you may at times be required to work shifts that you might not normally work.
- 7.1.8 Due to clinical training needs, Employees may, from time to time, be asked to work in other clinical areas of the Hospital. Kensington Private Hospital will ensure that the Employee is not put into an unsafe working situation and is well supported.

### 7.2. Rest, Meal Breaks and Crib Time

- 7.2.1 *Employees are entitled to rest and meal breaks as per the below table:*



<b>Length of Employee's work period</b>	<b>Minimum number of rest and/or meal breaks Employees are to be provided</b>
2.00 - 4.00 hours	1 x 10 minute paid rest break
4.01 - 6.00 hours	1 x 10 minute paid rest break 1 x 30 minute unpaid meal break
6.01 - 10.00 hours	1 x 10 minute paid rest break 1 x 30 minute unpaid meal break 1 x 10 minute paid rest break
10.01 - 12 hours	1 x 10 minute paid rest break 1 x 30 minute unpaid meal break 1 x 10 minute paid rest break 1 x 10 minute paid rest break

7.2.2 *Where an Employee is entitled to a meal break they should not be required to work more than five and a half hours continuously in any duty without being provided with an opportunity to take their break and Kensington Private Hospital will make every effort to manage teams to ensure this happens.*

*It is accepted that given the nature of the work that this is not always achievable (e.g. delays in theatre or medical emergency in the InPatient Suite). In the event an employee is required to work more than 5 and a half hours and the employer does not provide an opportunity to take a meal break that the employee is entitled to, staff shall be paid crib time for 30 minutes at ordinary hourly rates.*

*Note – this clause does not necessarily assume that Employees will be able to leave their designated department to have, or during, their meal break*

7.2.2 *Staff employed on the 2:45pm to 11:15pm shift, the 10:45pm to 7:15am shift, and weekend 6:45am to 3:15pm shifts shall have a meal provided.*

### 7.3. Days off

An employee's two days off shall be consecutive except that the days off may be separate no more frequently than one week in four except by mutual agreement or in the case of an emergency.

### 7.4. Nine Hour Break

An Employee shall, wherever practicable, be allowed a minimum break of nine consecutive hours off duty between the work of successive duties. Where an Employee receives less than the minimum break, the Employee shall be paid at time and a half rate for all hours worked after the break until the Employee is released from duty for a period of at least nine consecutive hours. This sub-clause shall not apply to Employees on call.

## 8. OVERTIME AND PENAL TIME

### 8.1. Overtime

8.1.1 The parties agree and acknowledge that the nature of Kensington Private Hospital business is such that some flexibility from the Employees to work overtime is expected. Kensington Private Hospital will endeavour to complete all Employee activity within rostered hours. However, the parties

recognise that there will be occasions that require the Employee to work unscheduled hours. The parties will use their best endeavours to work all unscheduled hours having regard to the personal circumstances of the Employee and the demands of the business.

8.1.2 All time worked in excess of the conditions below will count as overtime and shall be paid at time and a half:

- Their rostered shift (8,9 or 10 hours);
- 40 hours for staff on “weekly agreed terms”;
- 80 hours for staff on “fortnightly agreed terms”;
- 6 hours for staff on a six hour day as part of a 10 hour / 6 hour shift pattern;

## 8.2. Call Back

8.2.1 An Employee called back to work outside rostered hours of duty but not as a continuation of a shift shall be paid at the appropriate overtime rate specified for that day for the time worked, plus travelling time to and from the Employee’s place of residence, but in no case shall payment be for less than three hours at the overtime rate appropriate to the day concerned for each such call back. For the purpose of this sub-clause more than one call back within the three consecutive hours shall be deemed to be one call back.

8.2.2 For staff performing the On-call Coordinator role, a minimum payment of \$192 per call back will apply.

## 8.3. Penal Rates

8.3.1 All time that is not overtime but is worked between the periods of Midnight Friday to Midnight Sunday shall be paid for at time and half.

8.3.2 All time that is not overtime but is worked from 7:45pm to 6:45am between the periods of Midnight Sunday to Midnight Friday shall be paid for at time and a quarter. For IPS staff working night shifts, the payment will apply for the period ending 7:15am.

8.3.3 Work on public holidays will be paid at double time and Employees shall receive one day paid alternative holiday for each public holiday worked.

8.3.4 No time worked shall qualify for both overtime and penal time.

8.3.5 No overtime shall arise out of an arrangement made between individual Employees.

8.3.6 All interchange of duties shall be subject to approval by the management.

# 9. ALLOWANCES / REIMBURSEMENT / CHARGES

## 9.1. On Call Allowance

Any Employee who is required to be on call during otherwise off duty times shall be paid an on call allowance in accordance with the following scale:

- Monday to Sunday (other than a public holiday) – for any on call period \$6 per hour.
- Any public holiday – for any on call period \$6 per hour with the addition of an alternative days leave.

## 9.2. Higher Duties Allowance

A higher duties allowance shall be paid to an Employee, who at the request of Kensington Private Hospital, is substantially performing the duties and carrying the responsibilities of a position or grade higher than the Employee's own.

The higher duties allowance payable shall be \$3.00 per hour provided a minimum of 8 consecutive hours of qualifying service is worked per day or shift. If the Employee Acts Up for 4 or more weeks, pay over and above the \$3 per hour is by negotiation.

## 9.3. Divided Duty Allowance

Except in emergencies or at the written request of the Employee, no divided duties shall be worked.

Employees employed on a divided duty shall be paid \$10.00 for each such duty.

## 9.4. Clothing and Shoe Allowance

Where Kensington Private Hospital requires uniforms, smocks or other special clothing to be worn by Employees, these shall be supplied at Kensington Private Hospital expense and shall remain the property of Kensington Private Hospital.

When the nature of the duties required of the Employee is likely to result in damaged or soiled clothing, Kensington Private Hospital shall supply a smock or other protective clothing on request and shall renew the same as reasonably required.

Shoe Allowance – All permanent registered or enrolled employees will be reimbursed a shoe allowance of \$130.00 annually in September. Casual employees shall be paid \$50.00.

## 9.5. Practicing Certificates

Full time registered or enrolled nurses and anaesthetic technicians, or part time registered or enrolled nurses and anaesthetic technicians who solely work for Kensington Private Hospital, will be reimbursed in full the annual practising certificate renewal fee. This shall be paid on receipt of invoice.

The provision of the above clause will be pro-rata for part time registered or enrolled nurses and anaesthetic technicians who do not solely work for Kensington Private Hospital. This shall not be paid if reimbursed by another organisation. This shall not be paid to casual staff.

## 9.6. Flexibility Allowance

A flexibility allowance of \$30 per shift will be payable when:

- An Employee works an additional shift with less than 24 hours' notice.
- Changes to start times of more than one hour notified within 24 hours of the shift commencing.
- Shift changes with less than 24 hours' notice.

Only one of the above will be made for any shift.

This allowance does not apply to casual Employees.

A flexibility allowance of \$50 per shift will be payable when any casual Employee rostered, or any part time Employee working additional shifts, has a shift cancelled with less than 12 hours' notice prior to the start of the shift. No other payments will apply.

## 10. PROVISIONS RELATING TO LEAVE

### 10.1. Work on Public Holidays

Public holidays shall be taken and paid in accordance with the provisions of the Holidays Act 2003 (as amended).

Employees shall work on Public Holidays when requested to do so by Kensington Private Hospital.

Kensington Private Hospital shall give reasonable notice to the Employee whenever possible if Kensington Private Hospital requires the Employee to work on a public holiday.

### 10.2. Public Holidays

- 10.2.1 Public holidays are set out by the Holidays Act 2003 (as amended) and include: Christmas Day, Boxing Day, New Year's Day, 2 January, Waitangi Day, Good Friday, Easter Monday, Anzac Day, Matariki, Labour Day, Birthday of Reigning Sovereign and Anniversary Day of the province or the day observed in the locality in lieu thereof.
- 10.2.2 Kensington Private Hospital and Employees agree to transfer part of a public holiday, in line with S44a of the Holidays Act 2003. For night shift workers, the public holiday will be calculated at the commencement of the night shift on the day prior to the public holiday to the conclusion of the PM shift on the day of the public holiday. Night Shift workers who's shift commences on the day of the public holiday, and are not entitled to payment under clause 10.3, will be paid, in goodwill, double time for hours worked up until midnight on the day the public holiday falls.
- 10.2.3 Should a holiday fall on a Saturday or a Sunday, such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.
- 10.2.4 If any of these days falls on a Saturday or Sunday, and the Employee normally works on that day, and works on that particular public holiday another paid day shall be given as an alternative holiday in lieu of the public holiday. The rate of pay for the alternative holiday will be that of the relevant daily pay or average daily pay as appropriate, in line with the Holidays Act 2003 and its amendments.
- 10.2.5 If the public holiday falls on a day the Employee would not normally work and the Employee does not work on that particular public holiday Kensington Private Hospital will not provide a day's pay or an alternative holiday. For the purpose of determining whether a day of the week is normally worked by an Employee, if an Employee has worked 50% or more of that day for the preceding six rostered weeks, that Employee will be deemed to normally work that day. If it is determined that the Employee normally works on that day then the Employee shall be entitled to pay for a full day (i.e. eight hours). For IPS staff, shifts of less than two hours, are not included in otherwise working day calculations.

- 10.2.6 Should any of the holidays specified in 10.2 of this clause occur during the currency of the Employee's annual holiday, then such annual holiday shall be extended by one day for every such holiday and the Employee shall be paid for every such day.
- 10.2.7 Where an Employee who is rostered to work on a public holiday wilfully defaults, the Employee shall not be entitled to any payment.
- 10.2.8 Where the Employee is required, or has agreed to work on a public holiday, but is unable to do so because the Employee, his/her spouse or dependant is sick or injured, or the Employee suffers a bereavement, the public holiday is treated as a public holiday and the Employee is entitled to be paid his/her relevant daily rate, and not in accordance with the public holiday pay calculation above, and the Employee does not become entitled to an alternative day in lieu.

### 10.3. Payment for Work on Public Holidays

- 10.3.1 Kensington Private Hospital will pay the Employee in accordance with the public holiday pay calculations.
- 10.3.2 Where the Employee works their contracted hours on a public holiday, the Employee will be paid double time.
- 10.3.3 If an Employee works on a Statutory Holiday, and they work less than their contracted hours on a Public Holiday, and it is an Otherwise Working Day for them, they shall be paid at double time for the hours worked and at Ordinary Time for any remaining unworked hours up unto their contracted hours.
- 10.3.4 If an Employee works on a public holiday as specified in clauses 10.3.2 and 10.3.3 then the Employee is entitled, in addition to 10.3.2 and 10.3.3 above, to receive a paid alternative holiday. The alternative day is paid in accordance with the Holidays Act 2003 and its amendments. The payment of penal rates will not avoid the need to provide a paid alternative holiday.

### 10.4. Alternative Holidays

This is a day off that an Employee is entitled to if they work on a public holiday.

The alternative holiday can be taken at a later date that both parties agree to.

Alternative holidays can be "sold" by the Employee or "bought" by Kensington Private Hospital after the expiry of 12 months from the entitlement arising.

### 10.5. Annual Leave

Annual leave for all Employees shall be in accordance with the provisions of the Holidays Act 2003 (as amended) pro rata for all Employees.

Employees shall be entitled to four weeks leave per annum upon commencement of employment - pro rata for part time Employees.

After the completion of 5 years of service, annual leave entitlements will increase to 5 weeks per annum (pro rata). Casual staff will be entitled to an additional 2% to be paid with each pay in lieu of the 5th week of annual leave.

Anticipated Leave - before an Employee's leave year, entitlement shall not be unreasonably withheld.

Annual leave is able to be accrued to a maximum of two years entitlement unless Kensington Private Hospital has agreed otherwise. Such agreement shall not be unreasonably withheld.

Kensington Private Hospital shall not request staff to cancel annual leave once it has been approved.

## 10.6. Shift Entitlement

An Employee whose rostered hours of duty fall between 8:00pm and 6:00am shall be entitled to shift leave. Shift leave entitlements are based on the number of qualifying hours worked between the above hours (excluding overtime) as set out below and within a 12-month period aligned with the start date anniversary.

Number of Qualifying Hours Worked	Number of days Shift Leave per annum
577+	4
501-576	3
350-500	2
225-350	1

Employees must apply to take Shift Leave using a Leave Application form at least 14 days prior to the intended leave date. Kensington Private Hospital and the Employee will agree on the timing when shift leave can be taken. Consent will not be unreasonably withheld.

For shift leave purposes, one day equates to 8 hours.

## 10.7. Sick Leave

In applying the provisions of this clause the parties note:

- Their agreed intent to have a healthy staff and a healthy workplace;
- That staff attending work unwell is to be discouraged and the focus is on patient and staff safety;
- That they wish to facilitate a proper recovery and a timely return to work;
- That staff can have sick leave calculated on an hourly basis.

On appointment, all permanent Employees shall be entitled to ten (10) working days sick leave during the first twelve months of employment, and up to an additional ten (10) working days for each subsequent twelve-month period.

Such sick leave may be taken only when:

- The Employee is sick or injured; or
- The spouse of the Employee is sick or injured; or
- A dependent child or dependant parent of the Employee or of the spouse of the Employee is sick.

The Employee shall advise Kensington Private Hospital as soon as practical of inability to work because of sickness. Only in exceptional circumstances shall notice be given after the time for commencement of duty.

Kensington Private Hospital may require the Employee to produce proof of sickness or injury for sick leave:

- If the sickness or injury that gave rise to the leave is for a period of 3 or more consecutive calendar days, whether or not the days would otherwise be working days for the Employee; or
- If Kensington Private Hospital has reasonable grounds to suspect that the sick leave being taken by the Employee is not genuine because none of the grounds for sick leave exist; and Kensington Private Hospital informs the Employee as early as possible that proof is required; and Kensington

Private Hospital agrees to meet the Employee’s expenses in obtaining proof. Kensington Private Hospital may withhold payment for the leave until proof of sickness or injury is produced by the Employee.

Unused sick leave can be accumulated to a total of 100 days by carrying forward from one year to another any unused sick leave of up to 40 days. This will be pro-rated for part time Employees with a minimum accumulation of 20 days. Employees who commenced their employment prior to August 27, 2013 and whose contracted hours are more than 30 hours per week but less than 40 hours per week will be treated as full time employees in regard to sick leave entitlements.

If annual holidays have started, or about to start and the Employee or a person who depends on the Employee for care becomes ill the Employee may take sick leave as a result.

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

If sick leave is exhausted, Kensington Private Hospital may allow the Employee to take annual holiday entitlements if any entitlements are available. Where a part time Employee has used their sick leave, on a case-by-case basis, a calculation comparing actual hours versus contracted hours will be done and if additional sick leave is the result, it will be granted. The calculation is based on the anniversary of the Employee’s start date.

At Kensington Private Hospitals discretion, an Employee may be granted anticipated sick leave. Kensington Private Hospital may deduct monies from the final pay.

For the purpose of clarification, absence for sickness on any day including Saturday and Sunday shall be paid for at the relevant daily pay or average daily pay rate as per the Holidays Act 2003.

Sick pay shall have no cash value other than for sick leave and is not paid by Kensington Private Hospital if employment ends.

Kensington Private Hospital will consider any special circumstances with regard to the provision of discretionary sick leave, or sick leave in advance of entitlement. Such requests must be submitted in writing to the General Manager. Approval will be at the sole discretion of the General Manager. At Kensington Private Hospital’s discretion, reimbursement of sick leave approved in advance of entitlement may be deducted from an Employee’s final pay, should the Employee leave Kensington Private Hospital while their sick leave balance remains a negative entitlement.

## 10.8. Long Service Leave

On each annual anniversary staff will receive a voucher/gift to the value of approximately \$20.

An Employee shall be entitled to special holidays as follows:

After the completion of 5 years of service, annual leave entitlements will increase to 5 weeks per annum.
After the completion of 5 years and before the completion of 10 years continuous service, staff will be entitled to one special holiday of one week.
After the completion of 10 years and before the completion of 15 years continuous service, staff will receive a morning tea celebration with departmental staff and one special holiday of one week.
After the completion of 15 years and before the completion of 25 years continuous service, staff will receive one special holiday of two weeks.

On completion of 20 years of service staff will receive a morning tea celebration with departmental staff and a gift to the value of \$400.
On completion of 25 years of service and before the completion of 35 years of service staff will receive one special holiday of three weeks.
On completion of 30 years of service staff will receive a morning tea celebration with departmental staff and a gift to the value of \$400.
On completion of 35 years of service and before completion of 40 years of service, staff shall receive one special holiday of four weeks.
On completion of 40 years of service staff shall receive a morning tea celebration with departmental staff, a gift to the value of \$500 and one special holiday of five weeks.

Part-time Employees shall be eligible to a pro-rata period of special holiday based on the average hours worked per week over the 12 months immediately prior to eligibility for such a holiday.

Casual staff will be entitled to an additional 2% to be paid with each pay in lieu of the 5th week of annual leave after 5 years' continuous service, a morning tea and a gift entitlement as outlined above. As casual staff do not work regular hours and do not receive leave, they are not entitled to long service leave.

Holidays will be taken in minimum blocks of one week and must be taken within the respective periods specified or they shall be forfeited. Should an Employee who has become entitled to Long Service leave the employment before the holiday has been taken, payment for the holiday shall be made.

Payment for holidays will be at ordinary rates of pay.

Parental leave and casual employment will be deemed as continuous service for long service purposes.

### 10.9. Bereavement / Tangihanga Leave

Paid bereavement/Tangihanga leave is available to staff to pay respects to someone who has died and with whom the staff member has had a close relationship.

An Employee will be entitled to 5 days of bereavement leave for each bereavement they suffer on the death of their:

- Partner or Spouse
- Parent
- Child

An Employee will be entitled to 3 days of bereavement/Tangihanga leave for each bereavement they suffer on the death of their:

- Brother or Sister
- Grandparent
- Grandchild
- Spouse's parent

An Employee will be also be entitled to 3 days of bereavement/Tangihanga leave if:

- The Employee has a miscarriage or stillbirth or,
- Another person has a miscarriage or stillbirth and the Employee:
  - is the person's partner;



- is the person's former partner and would have been a biological parent of a child born as a result of the pregnancy;
- had agreed to be the primary carer of a child born as a result of the pregnancy (e.g. through a formal adoption or a whāngai arrangement);
- is the partner of a person who had agreed to be the primary carer of a child born as a result of the pregnancy.

An Employee will be entitled to 1 day bereavement/Tangihanga leave for each bereavement they suffer on the death of any other person if Kensington Private Hospital accepts that the Employee has suffered bereavement as a result of a death. An employer should consider the following factors:

- The closeness of the association between the Employee and the deceased person;
- Whether the Employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death;
- Any cultural responsibilities of the Employee in relation to the death.

Bereavement/Tangihanga leave is an unlimited entitlement which arises for each bereavement an Employee suffers.

Additional leave may be approved at management discretion.

Employees are to notify Kensington Private Hospital of the need to take bereavement leave in advance wherever possible, and as soon as possible or alternatively before the start of the working day.

## 10.10. Study Leave

- 10.10.1 Kensington Private Hospital and Employees are committed to ongoing staff education and development. Employees will be actively encouraged to attend educational courses relevant to their professional/educational development and of benefit to Kensington Private Hospital.
- 10.10.2 The Employee is entitled to professional/educational leave of a minimum of 32 hours per calendar year for full time Employees and pro rata to no less than 8 hours per calendar year for part time Employees.
- 10.10.3 Prior approval of Kensington Private Hospital must be gained. The approval of Kensington Private Hospital shall not be unreasonably withheld.
- 10.10.4 Paid meetings to meet organisation mandatory requirements not otherwise addressed in this clause (including staff meetings and compulsory in-service training) shall be granted in addition to the provisions.
- 10.10.5 All mandatory professional/education leave (including training outside of normal working hours) will be paid at the Ordinary Rate of Pay. Non-mandatory professional/education leave within regular working hours will be paid at the Ordinary Rate of Pay. Payment for non-mandatory training outside of regular working hours will be determined on a case-by-case basis.
- 10.10.6 Management will endeavour wherever possible to schedule training within normal business hours.
- 10.10.7 Unused professional/education leave entitlements shall not accumulate from one year to the next.

## 10.11. Parental Leave

The provisions of the Parental Leave and Employment Protection Act 1987 shall apply.

In addition employees on Parental leave will be paid \$500 pro rated to FTE per week for the first 14 weeks of Parental leave.

Upon return-to-work Employees will be eligible for a Return from Parental Leave Bonus.

The bonus consists of two (2) payments:

- i) **First payment of \$1250 gross** paid to an Employee **one (1) month** after their return to work from maternity or extended parental leave.
- ii) **Second payment** after **six (6) months** after their return. If Employee is **0.6FTE or higher** they receive **\$5000 gross**.

Payments will be processed in the pay run following the due date.

### 10.12. Jury Service Leave

Where an Employee is obliged to undertake jury service, the difference between the fees (excluding reimbursing payments) if any, paid by the court and the Employee's ordinary rate of pay shall be made up by Kensington Private Hospital, provided:

- That the Employee produces the Court expenses voucher to Kensington Private Hospital;
- That the Employee returns to work immediately on any day she/he is not actually serving on a jury;
- These payments shall be made up to a maximum of five days in respect of each separate period of jury service.

### 10.13. Employment Relations Leave

Kensington Private Hospital shall grant Employment Relations Education Leave to members of the NZNO to increase the knowledge about employment relations for the purpose of:

- Improving relations among NZNO, Employees, and Employers;
- Promoting the objects of the Employment Relations Act 2000, especially the duty of good faith.

Employment Relations Education Leave shall be granted according to the following table:

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

For the purposes of calculating the number of full-time equivalent (FTE) eligible Employee:

- A full-time Employee is an Employee who normally works 30 hours or more during a week and is to be counted as 1.
- An Employee who normally works less than 30 hours during a week is to be counted as one-half.

The NZNO will, after calculating the maximum number of days of Employment Relations Education Leave give Kensington Private Hospital a notice containing:

- The maximum number of days calculated; and
- The details of the calculation.

NZ Nurses Organisation is entitled to allocate Employment Relations Education Leave to eligible Employees.

The maximum number of days to be allocated in any one year is not to exceed the entitlement allowed unless Kensington Private Hospital agrees to the allocation of additional days.

The maximum number of days of Employment Relations Education Leave that NZNO are entitled to allocate in relation to eligible Employees is five days unless Kensington Private Hospital agrees to the allocation of additional days.

The entitlement applies for the year starting 1 March and finishing on the last day of February.

Additional leave may be granted at Kensington Private Hospital's discretion.

The NZNO allocates Employment Relations Education Leave to an eligible Employee by giving notice to the member, and a copy of the notice to Kensington Private Hospital informing both parties that:

- The NZNO has allocated Employment Relations Education Leave to the member; and
- The date on which the Employment Relations Education Leave has been allocated for; and
- The education proposed to be undertaken during the leave.

Kensington Private Hospital must be notified no later than 21 days before the first day of the leave.

Kensington Private Hospital may refuse an eligible Employee to take the Employment Relations Education Leave if Kensington Private Hospital reasonably believes that the Employee taking Employment Relations Education Leave on the dates notified would unreasonably disrupt Kensington Private Hospital's business.

Kensington Private Hospital must pay the Employee on Employment Relations Education Leave ordinary pay for the day or part day of the leave. Ordinary pay is as defined in the Holidays Act or its successors.

The provisions contained in this clause are the same as the rights granted under The Employment Relations Act 2000 and are not designed to enhance the rights contained in the Act.

## 11. WAGES

### 11.1. Pay Rates

The pay rates shown in Appendix 1 apply to Employees employed at Kensington Private Hospital.

The minimum weekly rates of wages for full time nursing staff shall be in accordance with the scales as shown in Appendix 1. The years shown count from completion of training, registration or certification as the case may be, or, for those above that of senior staff nurse, for years of experience in the capacity concerned. For the purpose of this clause, "year" means 12 months employment (including any periods of holiday or other approved leave of absence) or its equivalent by part time employment (2080 hours) substantiated by a service record.

Staff returning to the workforce after prolonged absence (i.e. having completed a “return to nursing” course), and overseas trained staff without relevant experience in New Zealand may be placed on a step appropriate to their relevant recent New Zealand experience. The positioning of these Employees on the scale will be reviewed at six monthly intervals for the first year of employment.

## 11.2. All-inclusive Salary

For senior roles (Team Leader and above). Where Kensington Private Hospital and the Employee have agreed on an all-inclusive salary, the salary is set to include compensation for agreed quantities of normal hours of work, overtime, hours to which penal rates apply, call back and on-call duty, as applicable, and this should be specified in the Appointment Letter or in the Individual Terms of Employment.

## 11.3. Wage Payment

All wages shall be paid within office hours, weekly, fortnightly or monthly, not later than three working days after the end of the pay period. Employees shall be paid forthwith upon discharge except that in the case of summary dismissal wages shall be paid on the next working day.

## 11.4. Wage Details

All staff shall be advised, upon request, details of how their pay is computed. This will include the gross rate of pay, any allowances, overtime, penal time, and the number of hours being paid for. In all cases where there is any deviation from the regular amount being paid, the Employee shall be supplied in writing with details of the manner in which wages have been calculated.

## 11.5. Deductions

The Employee consents to Kensington Private Hospital making a rateable deduction from the Employee’s pay for:

- a) Those authorised by the Employee.
- b) Those provided for under another Act.
- c) Those ordered by the Courts.
- d) Time lost by the Employee due to employment default, sickness, accident (where no special leave has been approved), absence at own request.
- e) Wages/salary paid in advance.
- f) Unreturned goods, uniform, equipment, tools, stock or other legitimate debt owing by the Employee to the employer.
- g) Overpayments as provided for by section 6 of the Wages Protection Act and its amendments.

In the event of termination of employment, the employer is authorised to deduct from the Employee’s final pay including any holiday pay owing, any of those specified above whatever monies it may be owed under the employment relationship. The employer will provide the Employee with notice of this prior to any deduction being made. If the Employee does not agree with the amount or method of deduction, they may withdraw consent.

## 11.6. Time and Wages Record

Each employer shall keep a time and wages record in which shall be correctly recorded:

- The name of every worker employed.
- The kind of work on which they are employed.
- The daily hours of their employment, including starting and finishing times.
- The wages paid on each day and the date thereof.

## 12. HOSPITAL CLOSURE

### 12.1. Rostering

Staff will not be rostered during periods when the hospital is expected to be closed. Staff who would have otherwise have been rostered during these periods, will have their duties re-allocated during the week, to meet their contractual requirements. Staff may request annual leave during these periods.

### 12.2. Provisions

The following provisions will apply for hospital closures:

- 12.2.1 When 5 days or more notice of closure is given to staff the company will whenever possible endeavour to provide staff who have been rostered to work during the closure the opportunity to work their contractual hours on other shifts. If this is not appropriate, staff may choose to:
- take an alternative day or lieu time, or
  - take an annual leave day.
- 12.2.2 When a staff member has no accumulated alternative days, lieu time or annual leave owing they will be granted leave without pay.
- 12.2.3 In the event that 5 days or less notice is given to staff, then staff who have been rostered to work when the hospital is closed will be paid for rostered hours at ordinary time. Time off in lieu will be paid at the ordinary rate pay.
- 12.2.4 In the event of closure due to an emergency (e.g. fire, Ministry of Health notice or similar event caused by an outside agency, an “Act of God” outside managements control) then the provisions of clause 12.2.1 will apply.

## 13. GENERAL TERMS AND CONDITIONS

### 13.1. Staff not to be Disadvantaged

The making of this agreement shall not disadvantage those Employees who are covered by it.

### 13.2. Notice

This Agreement may be terminated by either the employer or the Employee by giving written notice of not less than four weeks unless both parties in writing agree to a lesser time.

The employer reserves the right to pay the Employee in lieu of notice at its discretion. The employer reserves the right to dismiss the Employee summarily for serious misconduct, as described in the Disciplinary process policy.

In the event of an Employee being discharged or leaving, having given the required period of notice, wages due shall be paid within the next pay run unless the employer and Employee agrees otherwise.

Provided further that should the Employee terminate without having given the required period of notice, the employer shall pay the wages due in the next pay run.

The payment of final wages on termination is subject to the Employee returning all keys, uniform and equipment items in their possession supplied by or belonging to the employer.

### 13.3. Abandonment of Employment

Where an Employee absents herself/himself from work for a continuous period exceeding three days without the consent of Kensington Private Hospital, or without notification to Kensington Private Hospital, she/he shall be deemed to have terminated her/his employment. However, in the three days leading to the belief the Employee has abandoned their employment, the employer will have tried every effort to contact the Employee at their last known address and all available contact numbers and email addresses.

### 13.4. Certificate of Service

Upon termination of employment Kensington Private Hospital shall, on request, provide the Employee with a Certificate or Letter of Service stating dates and capacity of employment.

### 13.5. Facilities

Employees shall be provided with a secure cupboard area specifically for the purpose of the safekeeping of their belongings while on duty.

### 13.6. House Rules

All Employees shall comply with Kensington Private Hospital's House Rules to the extent that the House Rules are not inconsistent with the terms and conditions of this Agreement.

### 13.7. Confidentiality

Kensington Private Hospital requires Employees to:

- a) Not utilise or disclose confidential information relating to Kensington Private Hospital's operations, business, clients or patients acquired by or available to them in the course of their employment, or use such information without Kensington Private Hospital's prior authorisation. This shall not prevent Employees from making appropriate ethical/professional disclosures regarding individual patient clinical status and associated legal issues. On the termination of employment all such matters shall remain confidential and shall not be utilised or disclosed without the written consent of the General Manager or their authorised representative.
- b) Employees shall not make or release statements to the media or discuss Kensington Private Hospital's business in any public forum or with any person not employed or engaged by Kensington

Private Hospital, without the written consent of the General Manager or their authorised representative.

### 13.8. Health and Safety

Kensington Private Hospital and Employees agree to give effect to, and comply with, the provisions of the Health and Safety at Work Act 2015 and the regulations pursuant to this Act and any application Codes of Practice. Kensington Private Hospital and Employees shall take all reasonable precautions for the health and safety of all workers employed under this contract.

Kensington Private Hospital is committed to maintain a safe and healthy work environment and the reduction and prevention of injury, accidents and illness through health and safety committees and programmes.

The Employee is to ensure safety procedures are followed at all times. The Employee must ensure that they know Kensington Private Hospital's health and safety rules and procedures.

### 13.9. Healthy Workplace

The parties to the agreement agree that all Employees should have healthy workplaces. This requires:

- Having the appropriate levels of staff, skill mix, experience, and resourcing to achieve a match between demand and capacity.
- Systems, processes and work practices that ensure efficient scheduling and a credible, consistent and timely response to variance in demand.
- 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.
- Recognition that everyone can be a leader by using the authority (expertise) vested in their role to participate and constructively engage with others.
- 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.
- Appreciation that good patient outcomes rely on the whole team and that teams need opportunities to work and plan together.
- 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.

If a party to this Agreement has any concerns with regard to any of the above principals, then a working party will be set up to investigate these concerns. The working party will comprise Employee representative(s), NZNO delegate/organiser and employer representative(s).

### 13.10. Continuous Service

For the purpose of this contract, continuous service with the same employer will not be deemed to be broken by reason of the sale or transfer, including merger, of Kensington Private Hospital's business to a new employer who continues to employ such workers. This clause shall not apply to workers who have received redundancy compensation from the previous employer who are subsequently or immediately employed by the new business operator.

### 13.11. Personal Grievance

The standard personal grievance and disputes procedures and definitions in the Employment Relations Act 2000 shall apply.

### 13.12. Sexual Harassment

The union and employer recognise the undesirability of sexual harassment in the work place and that it constitutes unacceptable behaviour. Attention is drawn to the definition of sexual harassment contained in the personal grievance provisions of the Employment Relations Act 2000.

### 13.13. Resolution of Employment Relationship Problems

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

#### **Definitions:**

- An “employment relationship problem” includes:
  - A personal grievance,
  - A dispute,
  - 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.
  
- A “personal grievance” means a claim that an Employee:
  - Has been unjustifiably dismissed,
  - Has had his/her employment disadvantaged by some unjustifiable action by Kensington Private Hospital,
  - Has been discriminated against in his/her employment,
  - Has been sexually harassed in his/her employment,
  - Has been racially harassed in his/her employment, and/or
  - Has been subjected to duress in relation to union membership.
  
- The terms used in this clause have precise legal meanings which are set out in detail in the Employment Relations Act. Employees who believe they have a personal grievance should seek the advice of the Union. See your delegate or organiser first.
  
- A “dispute” is a disagreement over the interpretation or application of an employment agreement.

#### **Time limit on raising personal grievance:**

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

#### **Raising employment relationship problems:**

An employment relationship problem should be raised and discussed with the Employee’s manager as soon as possible.



The Employee is entitled to seek advice and assistance from a Union representative in raising and discussing the problem.

The Employee, employer and Union will try in good faith to resolve the problem without the need for further intervention.

**Mediation:**

If the problem is not resolved by discussion, any party may (without undue delay) seek the assistance of the mediation services provided by the Ministry of Business, Innovation and Employment (MBIE).

All parties must co-operate in good faith with the mediator in a further effort to resolve the problem.

Mediation is confidential and, if it does not resolve the problem, is without prejudice to the parties' positions.

Any settlement of the problem signed by the mediator will be final and binding.

**Employment Relations Authority:**

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

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

### 13.14. Redundancy and Management of Change

The parties to this Agreement accept that change at Kensington Private Hospital is necessary in order to ensure the efficient and effective operation of the business.

The parties recognise that they have a mutual interest in ensuring that customer service is provided efficiently, safely and productively, and regular discussion will enable this to occur.

When decisions arising from change that may affect people's jobs, the procedures outlined in the remainder of this clause shall be adopted.

**Definition and Decision:**

Kensington Private Hospital is committed to its staff; however, circumstances may exist where it is necessary for the hospital to make changes that may affect a person's job. To assist the parties to deal with the existence of change situation the staff and hospital agree that the procedure set out below shall be followed.

A redundancy situation requiring a reduction in the number of staff shall exist where the hospital decides to close all or any of its sections or health care services and/or reorganise its services or where a position is surplus to the hospital's needs.

**Criteria:**

Kensington Private Hospital objective is to provide excellent health care services to its patients. In order to achieve this, the hospital recognises that it needs experienced and qualified staff. The Employees agree that the continued provision of excellent health care services and retention of the best staff to do the jobs available, as determined by the hospital, are the main criteria for the hospital to consider when following the procedure set out below.

**Procedure:**

Kensington Private Hospital and staff recognise that a change situation requires co-operation and communication. To assist the hospital and staff when a change situation exists, it is agreed that the following procedure shall be followed:

- Kensington Private Hospital will decide whether a change situation exists.
- Kensington Private Hospital will engage and consult with the NZNO and delegates at the earliest possible time.
- Kensington Private Hospital will be a good employer.
- Kensington Private Hospital will consider its staffing levels and whether it is possible to transfer staff to duties within their work related classification and from one unit to another where the terms and conditions of employment are generally no less favourable; or
  - redeploy staff to positions where the terms and conditions of employment are generally no less favourable to the Employee's existing terms and conditions of employment but which may require the staff to be retrained; or
  - offer job sharing to Employees who may be made redundant where the terms and conditions of employment are generally no less favourable.
- Kensington Private Hospital will advise those Employees who hold a position which it considers requires a change or is superfluous to requirements of:
  - the proposed change of their position; and
  - the possibility, if any, of redeployment or transfer or job sharing; and
  - the Employee's entitlement in the event a redundancy occurs.
- Kensington Private Hospital will give the Employees who receive advice under the sub paragraph above a reasonable opportunity to consider the matter and make comments on the advice they have received.
- The hospital, having considered the Employee's comments (if any), will then make a decision about whether a change situation will occur.
- If Kensington Private Hospital considers a redundancy situation exists it will give the Employees and their representative, if any, four weeks' notice of the termination of the Employee's employment on the grounds of redundancy. The Employee may request to finish work within the notice period and be paid in lieu of the remainder of the period, and the hospital may consent to that request.
- During the notice period the Employee will be allowed reasonable time off to attend interviews and seek alternative employment without loss of pay.
- Kensington Private Hospital will offer counselling to the Employee given notice of termination, to a reasonable cost.
- Kensington Private Hospital will either pay the redundancy compensation specified in the subparagraph(s) above or offer the Employee one of the options in the subparagraph below.

### Compensation:

Where the position an Employee holds is redundant the hospital will pay the Employee the following gross payment as compensation.

<b>Continuous Period of Employment</b>	<b>Compensation</b> (based on the average weekly earnings for the last 12 months)
Up to 12 months	4 weeks
1-2 years	6 weeks
2-3 years	8 weeks

3-4 years	10 weeks
4-5 years	12 weeks
5-6 years	14 weeks
6-7 years	16 weeks
7+ years	18 weeks

An Employee will not be entitled to compensation if the Employee has been offered the option in the subparagraph above or the situation giving rise to the redundancy arises as a consequence of a fire, disaster or strike action.

**Grievance and Disputes Procedure:**

Any dispute or difference arising out of the interpretation of this clause or the procedure followed (other than a personal grievance) shall be heard in accordance with the procedures in the second schedule to the Employment Relations Act 2000.

**13.15. Sale and Purchase of Business**

If Kensington Private Hospital is proposing a sale, transfer or restructuring of its business so that Employees' work may be performed for a new employer, Kensington Private Hospital shall negotiate with the new employer about the sale, transfer or restructuring to the extent that it relates to affected Employees. In this clause, restructuring, new employer and affected Employee have the meanings given to them by the Employment Relations Act 2000 (as amended). The Employee hereby consents to Kensington Private Hospital disclosing personal information to the new employer regarding the Employee's employment for the purposes of complying with Kensington Private Hospital's obligations under this clause. Kensington Private Hospital will adhere to the following process when negotiating with the new employer about the sale, transfer or restructure to the extent that it relates to affected Employees:

- Kensington Private Hospital will consult with affected Employees regarding the proposed sale, transfer or restructuring.
- Kensington Private Hospital will negotiate with the new employer regarding the possible transfer of affected Employees.
- Kensington Private Hospital will explain the terms and conditions of each Employee's employment to the new employer.
- Kensington Private Hospital will explain how many Employees work in the business and what role each one occupies.
- Kensington Private Hospital will discuss whether the affected Employees will transfer to the new employer on the same terms and conditions of employment, whether the new employer can offer alternative positions to Employees and whether redundancy compensation, if any, will be available to those who do not transfer.
- Kensington Private Hospital will alert the new employer to any questions or concerns that affected Employees may have regarding the sale, transfer or restructuring.

No redundancy compensation is payable in the event of a redundancy.

### 13.16. Probationary Periods

Kensington Private Hospital may choose to employ the Employee on a 90-day probationary period. During the probationary period the Employee's performance will be reviewed in weeks 4, 8 and 10 (or other such times as may be required). Kensington Private Hospital will provide the Employee with reasonable training and support to assist the Employee in achieving the expected performance requirements.

In the event of performance or conduct falling below expectation during this probationary period, Kensington Private Hospital may, after investigation, issue a formal warning about the consequence of continued performance or conduct falling below expectation. This may take place at the review meeting.

If the Employee receives two formal warnings within the probationary period, and the performance continues to be below the required standard, Kensington Private Hospital shall be entitled to terminate the Employee's employment by giving one week's notice in writing, or payment in lieu. Kensington Private Hospital shall be entitled to terminate without notice if the Employee commits an act of serious misconduct.

Kensington Private Hospital may extend the probationary period for a further period of one month in the event that the Employee receives a second formal warning within the probationary period, or in the event that the Employee is absent from work for periods that together exceed two weeks.

On successful completion of this probationary period, Kensington Private Hospital will give written confirmation to the Employee of the Employee's position with Kensington Private Hospital.

### 13.17. Performance Appraisals

The Employee agrees to participate fully in any formal performance appraisal programme that shall be conducted by Kensington Private Hospital. Various business strategies formulated by management to enhance productivity will also be fully participated in by Employees. This may include the setting of goals of individual Employees to help achieve such productivity.

The Employee's performance will be reviewed every 24 months, or earlier at the request of either party.

### 13.18. KiwiSaver

Kensington Private Hospital shall make a 3% contribution into KiwiSaver, for those Employees enrolled with the scheme.

### 13.19. Professional Development Recognition Programme (PDRP)

The details of the conditions relating to Kensington Private Hospital's PDRP are contained in the relevant Employer's policy.

The PDRP remuneration and associated study leave shall be reviewed annually to ensure that:

- Existing staff are encouraged to attain higher merit levels, and
- The transferability criteria continues to encourage new staff arriving from other organisations.

The NZNO shall have a member on the PDRP committee who shall have attained at least level 3.

All staff shall attain a minimum of "competent" level in the PDRP.

PDRP (RN & EN) payments will be paid fortnightly and pro rata for the number of contracted hours in accordance with the following:

Proficient	\$1500
Expert	\$3250
Senior	\$4250

PDRP Study Leave will be allocated as per the following guidelines:

Senior	8 hours study leave
Expert	8 hours study leave
Proficient	4 hours study leave
Competent	No study leave allowance

### 13.1. Healthcare Assistant Pathway

Kensington Private Hospital is committed to supporting the establishment of healthcare career pathways for all staff, including Healthcare Assistants. Kensington Private Hospital will partner with Careerforce to deliver work-based learning towards the New Zealand Certificate in Health and Wellbeing (level 3).

Enrolment shall be open to any staff currently working or who are subsequently employed as Healthcare Assistants, who:

- a. Choose to enrol in the qualification.
- b. Meet the eligibility requirements set out by Careerforce for enrolment.
- c. Enter into a training agreement with Careerforce and Kensington Private Hospital.

Kensington Private Hospital shall meet the costs of enrolment. Provided that where an employee fails to complete the qualification within 24 months, the employee shall be liable to repay Kensington Private Hospital for any enrolment fees.

### 13.2. Notification of Court Charges

An Employee will notify the General Manager within 5 working days if charges are brought against them through the Court system. The notification will include details of the charges made.

### 13.3. Family Violence

Family violence may impact on an Employee's attendance or performance at work. Kensington will support staff experiencing family violence. This support includes:

- For those experiencing family violence, up to 10 days paid leave, as per the Holidays Act 2003.
- To support safety planning and avoidance of harassing contact, Kensington Private Hospital will consider any reasonable request from an Employee experiencing family violence for:
  - Changes to their span or pattern of working hours, location of work or duties;
  - A change to their work telephone number or email address; and
  - Any other appropriate measure including those available under existing provisions for flexible work arrangements.

An Employee who supports a person experiencing family violence may apply to take domestic leave to accompany them to court, to hospital, or to mind children. Kensington Private Hospital will consider on a case by case basis and approval will not be unreasonably withheld.

All personal information concerning family violence will be kept confidential and will not be kept on the Employee's personnel file without their agreement.

Proof of family violence may be requested and can be in the agreed form of a document from the Police, a health professional or a family violence support service.

Family violence means domestic violence as defined by s9 of the Family Violence Act 2018. The Employee will advise Kensington Private Hospital as soon as practicable of any inability to work.

#### 13.4. Pay Equity

Both parties agree to the principles of pay equity and agree to work together in good faith to apply these as and when appropriate. Kensington Private Hospital agrees to match the public sector pay equity rates for Registered and Enrolled nurses, with flow-on to senior nurses and Anaesthetic Technicians once the outcome is finalised.

### 14. INDUSTRIAL RELATIONS

The parties to this Agreement recognise the mutual benefit of positive industrial relations.

With the consent of Kensington Private Hospital, which shall not be unreasonably withheld, the authorised representatives of the Employees may interview staff at their place of employment but so as not to interfere unduly with the work of the hospital.

Upon receipt of a request from the union, at not more than six-monthly intervals, Kensington Private Hospital shall supply on the form provided, a list of names of Employees employed.

### 15. DELEGATES

Kensington Private Hospital accepts that NZNO delegates are the recognised channel of communication between NZNO and Kensington Private Hospital in the workplace.

Delegates attending meetings with management outside of ordinary working hours will be paid at ordinary time for the time attended. These meetings may include (but are not limited to) Relationship Agreement meetings, Collective Agreement negotiations, Employee representation meetings, and formal project/working group meetings.

Prior approval for such meetings will be obtained from management. Such approval will not be unreasonably withheld.

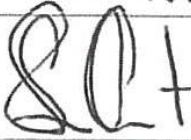
### 16. UNION FEE DEDUCTIONS

All workers who have authorised the New Zealand Nurses Organisation as their bargaining agent shall pay to the union a union fee, to be set from time to time by the union.


This can be deducted from the workers' wages by Kensington Private Hospital and forwarded to the union at intervals not exceeding three months.

## 17. SIGNATORY PARTIES

### FOR KENSINGTON HOSPITAL LIMITED:

Full Name	STEPHEN SOUFFLOT
Position	GENERAL MANAGER
Signature	
Date	13/12/2023

### FOR AND ON BEHALF OF THE NEW ZEALAND NURSES ORGANISATION:

Full Name	Odette Shaw
Position	Organiser
Signature	
Date	19/12/2023

## 18. APPENDIX 1 - PAY RATES

Kensington Private Hospital accepts that to enable it to compete in a competitive recruitment environment, it may consider paying a margin over and above the NZNO/DHB Nursing and Midwifery MECA.

**Table of Rates:**

	<i>From August 28, 2023</i>		<i>From April 1, 2024</i>		<i>From August 28, 2024</i>	
<b>Registered Nurse/Anaesthetic Technician:</b>						
Year 1	\$73,566.00	\$35.37	\$75,773.00	\$36.43	\$78,046.19	\$37.52
Year 2	\$79,304.00	\$38.12	\$81,683.00	\$39.27	\$84,133.49	\$40.45
Year 3	\$83,999.00	\$40.38	\$86,519.00	\$41.60	\$89,114.57	\$42.84
Year 4	\$88,523.00	\$42.56	\$91,179.00	\$43.84	\$93,914.37	\$45.15
Year 5	\$97,912.00	\$47.07	\$100,849.00	\$48.49	\$103,874.47	\$49.94
Year 6	\$100,728.00	\$48.43	\$103,750.00	\$49.88	\$106,862.50	\$51.38
Year 7	\$103,360.00	\$49.69	\$106,739.00	\$51.32	\$109,941.17	\$52.86
<b>Enrolled Nurse:</b>						
1st Year	\$67,898.00	\$32.64	\$69,934.00	\$33.62	\$72,032.02	\$34.63
2nd Year	\$70,859.00	\$34.07	\$72,985.00	\$35.09	\$75,174.55	\$36.14
3rd Year	\$76,095.00	\$36.58	\$78,378.00	\$37.68	\$80,729.34	\$38.81
4th Year	\$78,509.00	\$37.74	\$80,864.00	\$38.88	\$83,289.92	\$40.04
5+ years	\$80,921.00	\$38.90	\$83,349.00	\$40.07	\$85,849.47	\$41.27
<b>Healthcare Assistant:</b>						
Step 1	\$51,927.10	\$24.96	\$51,927.10	\$24.96	\$53,484.91	\$26.00
Step 2	\$53,144.52	\$25.55	\$53,144.52	\$25.55	\$54,738.86	\$26.60
Step 3	\$54,318.06	\$26.11	\$54,318.06	\$26.11	\$55,947.60	\$27.20
Step 4* (Competency/performance criteria must be met)	\$55,426.80	\$26.65	\$55,426.80	\$26.65	\$57,089.60	\$28.00
<b>Senior Nursing Staff: (min rate only)</b>						
<b>Coordinators:</b>						
Step 1 - minimum rate	\$107,000.00	\$51.44	\$111,815.00	\$53.76	\$115,169.45	\$55.37
Step 2- minimum rate	\$112,000.00	\$53.85	\$117,040.00	\$56.27	\$120,551.20	\$57.96
<b>Clinical support:</b>						
CNE/CNC	\$104,131.00	\$50.06	\$107,255.00	\$51.56	\$110,472.65	\$53.11
IPC	\$106,500.00	\$51.20	\$111,292.50	\$53.51	\$114,631.28	\$55.11
CRN	\$109,000.00	\$52.40	\$113,905.00	\$54.76	\$117,322.15	\$56.40
<b>CSSD:</b>						
Trainee	\$52,500.00	\$25.24	\$52,500.00	\$25.24	\$54,641.60	\$26.27
Step 1	\$59,842.00	\$28.77	\$59,842.00	\$28.77	\$61,636.85	\$29.63
Step 2	\$62,833.00	\$30.21	\$62,833.00	\$30.21	\$64,708.80	\$31.11
Step 3	\$65,975.00	\$31.72	\$65,975.00	\$31.72	\$67,974.40	\$32.68
Step 4** (Competency/performance criteria must be met)	\$69,275.00	\$33.31	\$69,275.00	\$33.31	\$71,363.35	\$34.31



\*Step 4 is a competency based step and to be eligible for the progression to step 4 the employee should:

- a. Complete the New Zealand Certificate in Health and Wellbeing (Level 3) Health Assistant strand or equivalent.
- b. Demonstrate application of the full competencies of the qualification in their practice.
- c. Act in accordance with the values set out on our Kensington Private Hospital values board.

\*\*Progression to Step 4 will occur on the third anniversary post-qualification, providing the staff member works in line with our values, is a positive team member, is trained and working in all areas of the department, and is prepared to take on additional responsibilities in the absence of the Team Leader.