



**Collective Employment  
Agreement**

**30/6/2018-1/7/2019**

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# **MASH TRUST COLLECTIVE AGREEMENT**

## **SECTION 1: GENERAL**

### **1.0 Parties**

1.2 In terms of the Employment Relations Act (2000), this Collective Agreement is made:

Between: MASH Trust; herein referred to as the “Employer” or “MASH”

And: New Zealand Nurses Organisation; herein referred to as the “Union” or “NZNO.”

### **2.0 Term of this Agreement**

2.1 This Agreement supersedes all previous contracts and Agreements between MASH and the employees covered by this agreement, and shall be the sole agreement between the parties.

2.2 This Agreement takes effect on 01 July 2018 and expires 30 June 2019.

### **3.0 Variation to the Agreement**

3.1 This Agreement may be varied during its term by agreement between MASH and NZNO. The Agreement shall be signed by MASH and NZNO. An employee is directly affected only if their terms of employment according to this Agreement will be altered as a result of the proposed variation.

### **4.0 Coverage**

4.1 This Agreement shall apply to the employees of MASH who are members of the NZNO and are employed in the positions listed in clause 4.3. The terms and conditions of this Agreement cover new employees for a period of up to 30 days after commencement of employment. After this time the employee has the opportunity to join the union for a continuance of the terms of this Agreement or to negotiate an Individual Employment Agreement with MASH. MASH will give a new employee a copy of this Agreement and will inform NZNO with the employee’s consent.

4.2 If a current NZNO member moves into a position not identified in the Schedule (clause 4.3), they shall remain covered by the Collective Employment Agreement; remuneration and role will be agreed upon in accordance with clause 3.1.

4.3 Schedule of Employees covered by this Agreement. This list is not exhaustive.

<b>Position</b>	<b>Description</b>
Registered Nurse	Registered nurse (as defined in the HPCA) primarily engaged in clinical assessment and rehabilitation of MASH clients
Team Leader	Team Leader is responsible for the management of people within a service area or group of houses within a service
Home Coordinator	The purpose of the Home Co-ordinator position is the coordination of the administrative duties and the physical environment needs of the service.
Mobile Support Worker	Support clients in the mental health setting by helping to maintain a high quality of life, a quality home environment, and encouraging full participation in all aspects of daily life.
AOD Worker	Supports consumers in the AOD program and residences.
DD Worker	Supports consumers in the Dual Diagnosis program and residences.
Community Support Worker	Support Worker employed to support clients in their residences.
Home Support Worker	An employee employed to provide in-home domestic duties for MASH clients.
Youth Worker	An employee employed to provide support to clients of the Child / Youth Crisis Respite service.
Non-management, non-Human Resources administrative staff	Staff employed in MASH offices who do not have managerial authorities or who do not work as part of the Human Resources team.

Team Leader salaries are covered by clause 9.11

4.4 Enabling Good Lives” (EGL) is a system transformation for disability services. New and existing employees engaged in roles that provide EGL services are required to work in a new model of service provisions requiring flexibility and versatility. EGL roles are not covered under the coverage clause of this Collective Employment Agreement

## 5.0 Philosophy of MASH

5.1 The employees shall recognise and accept the aims and philosophy of MASH with regard to the care, support and personal development of clients.

## 6.0 Definitions

- 6.1 **Registered Nurse** includes all employees covered by this Agreement who are qualified for registration under the HPCA as nurses
- 6.2 **Permanent Full-Time** is an employee employed to work eighty (80) hours per fortnight.
- 6.3 **Permanent Part-Time** is an employee employed to work on a regular basis for less than 80 hours per fortnight and is not a casual employee. Any wages and benefits e.g., leave; will be pro-rata according to hours worked.
- 6.4 **Casual employee** is an employee who has no set hours or days of work, and is asked to work as and when required. Casual staff cannot be used to replace genuine permanent or temporary situations except to meet business requirements when no other alternative is available. 8% holiday pay will be paid in addition to the hourly rate.
- 6.5 **Fixed Term employee** is an employee employed for a specific limited term for a specified project or situation, or to replace an employee on parental leave or long term accident or sickness. There is no expectation of ongoing employment. Fixed Term agreements must not be used to deny staff security of employment or to assess whether an employee is suitable for a permanent position.
- 6.6 **Overtime** is paid only for work in excess of 80 hours per fortnight, except for sleepover staff overtime payments will apply after 105 hours per fortnight or part time employees working 2 or more sleepover shifts in a fortnight shall receive overtime payments for hours in excess of 95 hours per fortnight, when such work has been properly authorised by MASH.
- 6.7 **Sleepover shift** is a shift where employees may sleep between 10pm and 6am but must attend to consumer needs as required during the shift.
- 6.8 **Wake-over shift** is a shift where employees must be awake and attend to the needs of the clients for the duration of the shift.
- 6.9 **On Call** does not cover Casual staff; it covers the positions of Clinical / Behavioural on Call and Roster on Call. For a staff member to receive On Call benefits that staff member must be in either of the abovementioned positions and management must have given the authority to hold that 'On Call' position.
- 6.10 **Training** time is always paid at normal rates. If an employee is required to attend a training course which is less than their rostered shift they are required to work return to work and complete the balance of their shift except in the case of sleepover shifts employees may, by mutual agreement with their Team Leader or Manager, choose one of the following options:
  - a) Work their sleepover shift and attend the training
  - b) Swap the sleepover shift with another employee
  - c) Attend the training on a rostered day off
  - d) Apply for annual or alternative leave for their rostered sleepover shift and attend the training course

In each of these options the training hours are additional to the rostered sleepover shift not in place of the shift.

## SECTION 2: HOURS OF WORK AND REMUNERATION

### 7.0 Hours of Work

- 7.1 The parties recognise that MASH operates a 24 hour and 7 day a week service with employees working a variety of shifts. MASH will produce fortnightly rosters two weeks in advance, outlining the agreed hours and days of work. Any changes to employees hours and days of work may be made in full consultation with employees and NZNO.
- 7.2 Permanent Full-time employees will work:
- a) No more than five days a week, and
  - b) Normal duties (ordinary hours) will be of eight hours' duration.
    - i) Sleepover shifts are fifteen hours duration and the sleepover period (e.g. 10.00pm – 6.00am) shall be paid in accordance with the Sleepover settlement Act 2011, all other shift hours will be paid at the employee's applicable hourly rate.
    - ii) Wakeover shifts are eight and a half hours duration.
  - c) Configuration of hours for MASH services other than mental health will be in accordance with the funding contract requirements.
- 7.3 The following will also apply:
- a) Any alteration to shift commencement and finishing times will be by mutual agreement between the employee and employer.
  - b) Duty hours must be consecutive except for meal periods and rest breaks.
  - c) The working week will always start and end at midnight Sunday/Monday. Except where a shift is in progress at midnight on Sunday in which case the week ends at the end of that shift.
  - d) Employees will have two periods of at least 24 hours off duty each week. These periods may fall separately no more than once every four weeks at the request of the employee or to facilitate rostering.
  - e) Except in an emergency, employees shall work no more than seven consecutive shifts at any one time.
  - f) Wherever possible, if employees are changed consecutive days from one period of shift to another in the roster, they will be rostered to a minimum off-duty break of 9 consecutive hours. This shall not be in addition to any off-duty period of 24 hours or more as outlined in Clause 7.3 (d).
  - g) At the request of the employee, and with the authorisation of MASH, the break may be reduced to not less than eight hours.
  - h) If a break of at least nine continuous hours cannot be provided (unless at the employee's request) between periods of qualifying duty, the shift is to be regarded as continuous until a break of at least nine continuous hours is taken and it shall be paid at overtime rates.



- i) If, in an emergency due to unforeseen exigency of business, this break cannot be provided, the shift commenced will be paid at overtime rate until the employee can be released from duty to observe the nine-hour break.
- j) Rosters, including length of shifts, must be set and available to employees at least two weeks before they apply (provided that less notice may be given in exceptional circumstances) and can be changed only by mutual agreement between MASH and those affected.
- k) Shifts may be changed between permanent full-time or permanent part-time employees by mutual agreement and with the prior approval of MASH provided the change does not involve the payment of additional overtime. This approval will not unreasonably be withheld.
- l) MASH may require employees to work at times and for periods other than those above, but in no case shall a permanent full-time employee be rostered to work less than 80 hours of duty in a fortnight.

## **8.0 Rest and Meal Breaks**

### **8.1 The following applies to rest breaks:**

- a) A meal break must be taken no earlier than four (4) hours and no later than five and one-half (5 1/2) hours from the commencement of the shift.
- b) An employee is entitled to a meal break which they may choose to take at or away from the workplace. If an employee believes there is a need to provide ongoing support to a person in a residential home during their meal break, on approval from their Team Leader or Manager, the employee is entitled to have their meal on shift on ordinary pay and receive a meal allowance of \$11.00.
- c) Rest breaks of fifteen minutes each for morning tea, afternoon tea or supper shall be allowed as time worked, this will normally be after 2½ - 3 hours.
- d) During meal or rest breaks prescribed above, free tea, coffee, Milo, milk and sugar shall be supplied by MASH.
- e) Meal breaks for sleepover shifts are to be taken on site and will be part of the paid hours of the shift, meal allowances will not apply to sleepover shifts.

## 9.0 Remuneration and Progression

Any funding increases during the term of this document MASH will review increase to the rates of pay and will consult with NZNO

9.1 Except as otherwise provided, the following shall be the minimum hourly wages payable to staff in the under-mentioned schedule:

*Note: The following remuneration scales (clause 9.1 a – h) will take effect from 01 July 2016.*

### a) Registered Nurse

Step	Wage (01 October 8)
1 (New Grad)	\$25.50
2	\$26.42
3	\$27.13
4	\$28.89
5	\$30.27
6	\$31.92

Minimum wages payable to a Registered Nurse with twelve months or more mental health nursing experience will be Step 3.

### b) Accounts

Range of Rates:  
\$17.93 to \$22.58 (01 July 2017)

### c) Administration

Range of Rates:  
\$15.75 to \$17.93 (01 July 2017)

### d) Disability Community Support Worker

For the period 1st July 2017 to 30th June 2018, MASH will meet the requirements for the payment of wages for eligible employees as set out in the Care and Support Workers (Pay Equity) Settlement Act 2017. For clarity, at time of signing of this Agreement, these are as follows:

<b>Length of Service</b>	<b>Qualification</b>	<b>Pay Band</b>	<b>Wage (01 July 2017)</b>
<3 years' service OR	Level 0*	L1	\$19.00
3+ to 8 years' service OR	Level 2*	L2	\$20.00
8+ to 12 years' service OR	Level 3*	L3	\$21.00
12+ years' service	No qualification**	L4a	\$22.50
12+ years' service OR	Level 4*	L4b	\$23.50

\*"Qualifications" are those recognised by NZQA or equivalent

\*\*Existing employees who reach 12 years' service after 1 July 2017 but do not hold a Level 4 Qualification, will move on to \*\*L4a but not the higher level \*\*L4b rate

### **e) Disability Community Support Worker support for training**

MASH will ensure that care and support workers are able to gain qualifications as set out in the Care and Support Workers (Pay Equity) Settlement Act 2017

## 9.2 Allowances

- a) Where a Registered Nurse (RN), or Roster Co-ordinator is required by MASH to be on-call for a period of one week (seven days), the following shall apply:
  - i) The RN shall be paid \$185, subject to PAYE, on top of the ordinary rate of pay for each week on-call.
  - ii) The Roster Co-ordinator shall be paid \$110, subject to PAYE, on top of the ordinary rate of pay for each week on-call.
  - iii) Where two or more people share the duties these payments shall be split among the employees on a pro rata basis.

- b) For every completed year of an employee providing Supervision to other staff members, MASH will provide that supervising employee with an annual allowance of \$250.00. This will only be paid at the completion of a year's Supervision provision.
- c) Where an employee completes 6 out of 8 hours of a shift alone that was rostered for two people, the employee shall be entitled to a \$27.00 allowance for that shift. Where an employee works two consecutive shifts, the alone allowance does not apply to any shift paid at overtime rates.

9.5 Payment of salaries and wages shall be paid according to the following:

- a) Employees' wages and salaries shall be paid fortnightly, by direct bank lodgement, not later than the Thursday following the completion of the pay period for which they are being paid.
- b) No deductions shall be made from the wages or salaries (subject to clause 9.5c) except for time lost through sickness (not covered through the employees' paid sick leave entitlement), accident, or default of the employee, or by order from government departments or Crown entities.
- c) Where the employee has agreed outstanding debts to MASH (e.g., unpaid speeding or parking tickets, unpaid insurance excess for at-fault accidents as determined by MASH's insurance assessor, toll calls etc) MASH is authorised to make any cost recovery from the employee's final pay or monies owed to the employee on termination of employment.

9.6 Overtime payments shall be made in accordance with the following:

- a) Permanent full-time and part-time rostered employees required by MASH to work in excess of 80 hours of any fortnight shall be paid \$8.00 per hour in addition to their ordinary hourly rate for excess time with the exception of permanent full-time employees working sleepovers overtime payments will apply after 105 hours per fortnight. Part time employees working 2 or more sleepover shifts in a fortnight shall receive overtime payments for hours in excess of 95 hours per fortnight. This overtime must be authorised by MASH prior to working the overtime hours.
- b) This payment shall not apply where the additional hours of work have been provided at the request of the employee and on agreement with MASH.
- c) Compliance with the terms of Clause 9.6(a) will be met if MASH and the employee agree that equivalent Time in Lieu (subject to the requirements in Clause 9.7) of overtime payments is arranged.
- d) Where a roster co-ordinator or roster on-call coordinator is unable to cover a shift and must work the shift themselves, they will

automatically be paid overtime for that shift. A roster coordinator or roster on-call coordinator must receive authorisation from a manager before assigning a shift to themselves.

- e) Permanent full-time employees who are called back to work within 24 hours of the end of their previous shift will automatically be paid overtime for the hours worked.
  - f) Where an employee works two consecutive shifts “double shift”, a meal allowance of \$10.00 shall be paid to employees that work a double continuous shift. Employees will not be entitled to claim this allowance if they are claiming the allowance for working alone.
- 9.7 Time in Lieu shall operate under the following:
- a) Time in Lieu is an alternative to overtime to allow flexibility in working hours. It is not a replacement of overtime and is taken by mutual agreement between the Employer and the employee.
  - b) All time in lieu must be recorded on timesheets and approved and signed in the normal way. Employees are advised to also keep their own record.
  - c) Time in Lieu must not accumulate to more than eight (8) hours. If it does, it must be paid out at overtime rates.
  - d) Time in Lieu must be taken within two months of accruing or it is paid out at overtime rates.
  - e) MASH can direct employees to take Time in Lieu by giving the employee seven days’ notice.
- 9.8 Employees who are authorised to act in a higher position for five working days or more will be paid a higher duties allowance of an hourly rate equivalent to the first step of the scale relating to the higher position.
- d
- 9.10 MASH will consider requests for reimbursement (up to \$300) of other relevant certificates or qualifications requested by the employee and that are a substitute for completion of the National Certificate in Mental Health or National Certificate in Human Services subject to the following:
- a) The employee must provide a copy of the Certificate to MASH and receipt of payment
  - b) The employee must have completed one year’s continuous service with MASH
  - c) It is expected that following the reimbursement (\$300) the employee will remain with MASH for a minimum of six months following the date of successful completion of the certificate or qualification. Failure to do so will result in deductions of the reimbursed amount from the

employee's final pay (including holiday pay). Deductions will be equal to one sixth of the reimbursed amount for every month or part month remaining in the six month period.

- d) The relevance of the certificate or qualification will be determined by MASH in consultation with the employee
  - e) Such requests for reimbursement shall not be unreasonably denied.
- 9.11 a) Team Leaders may be offered a salary upon appointment. This salary will be reflective of the role and expectations of the work required.
- b) If the employee chooses to be paid by salary the following clauses will not apply, 9.1, 9.2, and 9.6.

### **SECTION 3: LEAVE**

#### **10.0 Public Holidays**

10.1 The following days shall be observed as public holidays:

New Years Day	Sovereigns Birthday
2 <sup>nd</sup> January	Labour Day
Waitangi Day	Christmas Day
Good Friday	Boxing Day
Easter Monday	Wellington Anniversary Day
ANZAC Day	

10.2 If the following public holidays, Christmas Day, Boxing Day, New Years Day and 2<sup>nd</sup> January:

- a) Falls on a Saturday and the day would otherwise be a working day for the employee, the public holiday must be treated as falling on that day
- b) Falls on a Saturday and the day would not otherwise be a working day for the employee, the public holiday must be treated as falling on the following Monday
- c) Falls on a Sunday and the day would otherwise be a working day for the employee, the public holiday must be treated as falling on that day
- d) Falls on a Sunday and the day would not otherwise be a working day for the employee, the public holiday must be treated as falling on the following Tuesday

10.3 If the employee is required to work on a public holiday which is their normal rostered day on, they will be granted a paid alternative holiday, subject to clause 10.4

- 10.4 Permanent Part time and casual employees who work rostered shifts shall receive a paid alternative holiday for public holidays if they worked on the day of the week that the public holiday falls on more than four times in the previous 10 weeks.
- 10.5 If the employee is required to work on a public holiday they shall be paid at time and a half at the relevant daily pay.
- 10.6 Part time employees who work fixed shifts shall not be entitled to an alternative holiday if their rostered day off falls on a public holiday.
- 10.7 Employees who are required to be on-call a public holiday shall be granted an alternative holiday.
- 10.8 When a public holiday falls during a period of annual leave or sick leave on pay an employee is entitled to that holiday which is not to be debited against such leave.

#### **11.0 MASH Trust Holiday**

- 11.1 All employees will be entitled to one paid MASH Trust day for each 12 months of continuous employment.
- 11.2 The MASH Trust day will be taken on a date that is mutually agreed between the employee and the employer.
- 11.3 Any MASH Trust Day not taken within 12 months of becoming entitled to the day shall be forfeited. MASH Trust Days cannot be carried over from one year to the next and any unused MASH Trust Day will not be paid out any upon termination of employment.

#### **12.0 Annual Holidays**

- 12.1 The term 'week' when related to Annual Holidays is determined in accordance with s17 of the Holidays Act 2003.
- 12.2 The term 'leave year' means the year ending with the anniversary date of the employee's employment.
- 12.3 All employees are entitled to 4 weeks annual leave as per the Holidays Act 2003 and its amendments, at the completion of each leave year. The employer is prohibited in cashing up the employees fourth week of annual entitlement.

- 12.4 Employees must take leave in the year in which it accrues. MASH may permit up to one week or up to 5 days pro-rated annual leave whichever is greater, accrued in respect of a leave year to be postponed to the next following leave year in exceptional circumstances.
- 12.5 MASH may require an employee to take annual leave. MASH must give no fewer than fourteen days notice of the date on which the employee's annual leave is to begin.
- 12.6 Entitlements for permanent part time employees will be determined in accordance with s17 of the Holidays Act 2003.
- 12.7 If an employee is sick for more than three days during annual leave, they may claim sick leave and be credited with those days against their annual leave balance subject to the production of a medical certificate.
- 12.8 When an employee ceases employment, salary or wages shall be paid for accrued annual leave.
- 12.9 An employee who is granted leave without pay and who remains in the service of MASH will, except where provision is made otherwise, have such leave counted as service for long service benefit purposes.
- 12.10 Employees are expected to take a minimum of two weeks (10 days, pro-rated) uninterrupted annual leave per year. Additional annual leave is taken by mutual agreement between MASH and the employee.
- 12.11 Applications for annual leave must be submitted four weeks prior to the date of the leave required and must be taken at a time convenient to both MASH and the employee. The employee will be notified within 2 weeks prior to leave date if leave is approved or declined.  
If the employee is applying for leave for special circumstances, e.g overseas travel, the employee must communicate this in writing to the employer when applying for leave.
- 12.12 Employees are able to use accrued annual leave in advance of up to five days in the first year.
- 12.13 Employees are able to have their accrued annual leave paid out at the time of leave commencing. However this pay out must be through normal payroll operating timeframes.

### **13.0 Long Service Leave**

- 13.1 The employee is entitled to:



- a) One special holiday of one week at the completion of five years continuous service to be taken before the completion of ten years continuous service.
- b) One special holiday of one week holiday at completion of ten years continuous service
- c) One special holiday of one week holiday at the completion of 15 years continuous service
- d) One special holiday of two weeks holiday at the completion of 20years service
- e) Each Long Service Holiday shall be taken in one unbroken period and will be paid at the employee's ordinary weekly rate.

## **14.0 Sick Leave**

14.1 An employee employed full-time or part-time for more than 40 hours per fortnight who is unable to work because of sickness shall, subject to (b) below, be entitled to take paid sick leave equivalent to five ordinary days' pay for the first twelve months and, for each subsequent year of current continuous service from the date of the employee's anniversary, ten ordinary days' pay, provided that:

- a) The employee presents an original medical certificate for any period of absence of three consecutive days or more and further medical certificates (at not more frequent intervals than fortnightly) in the case of extended illness.
- b) The employee shall advise MASH as soon as practicable of inability to work because of sickness. Only in exceptional circumstances shall notice be given after the time of commencement of duty.

An employee employed part-time for a minimum of 40 hours per fortnight or less who is unable to work because of sickness shall, subject to (b) above, be entitled to take paid sick leave equivalent to five ordinary days' pay for the first twelve months and, for each subsequent year of current continuous service from the date of the employee's anniversary, provided that (a) and (b) above are met. All part time employees employed for a minimum of 40 hours or less prior to 1<sup>st</sup> December 2014 will have a change of entitlement from their next Sick Leave anniversary. The change to entitlement shall not change any accrued balance prior to the anniversary.

14.2 Sick leave shall accumulate to the equivalent of 40 days pay by carrying forward from one year to another any unused accumulated benefit of up to

- 30 days pay. Employees with accumulated unused sick leave in excess of 30 days at the commencement of this Agreement shall retain such excess unused sick leave days until exhausted.
- 14.3 Where an employee has a consistent pattern of short term sick leave absences, or where those absences are ten working days/shifts or more in a year, then the employee's situation may be reviewed.
- 14.4 The review will be conducted by the employee's manager in consultation with the employee and, where represented, the employee's representative or delegate. The focus of the review will be to assist the employee in establishing practical arrangements to recover from sickness or injury, however, the review may:
- a) require the employee to support all future sick leave claims with a medical certificate, and/or (only in respect of any sick leave entitlements in excess of the statutory minimum)
  - b) require the employee to undergo an examination by a registered medical practitioner nominated by MASH and at MASH's expense, and/or
  - c) recommend the employee to undertake counselling
  - d) restrict or withdraw for a specified period the sick leave provisions of this clause, such action being limited to the minimum sick leave provisions of the Holidays Act 2003.
- 14.5 Sick leave on a weekend or public holiday shall be paid at the relevant daily pay.
- 14.6 An employee may take sick leave if:
- a) The employee is sick or injured; or
  - b) The employee's spouse is sick or injured; or
  - c) A person who depends on the employees for care is sick or injured
- 14.7 Sick leave shall have no cash value other than for sickness (including the provision of clause 14.2).
- 14.8 This leave shall be deemed to be sick leave as provided for in the Holidays Act 2003 and its amendments.

## **15.0 Work-Related Illness and Injury**

- 15.1 Where absence from work results from a work-related injury, the employer may pay 20% of ordinary pay, deducted from the sick leave entitlement, for up to one month providing (providing the employee agrees to use their sick leave entitlement in this manner):
- a) the accident is reported within the shift it occurred

- b) the injury was not due to bad practice or negligence, and
  - c) the employee agrees to participate in a rehabilitation programme, where appropriate, to assist in a timely return to the workplace.
- 15.2 Employees are required to provide copies of accident treatment certificate forms to MASH and are expected to co-operate with any rehabilitation programme to ensure a return to work.

## **16.0 Critical Incident Management**

- 16.1 Should a serious work-related incident occur during the course of work that affects an employee's ability to continue normal work duties, the employee may be released from their immediate work shift as soon as practical after the event without penalty.
- 16.2 MASH will provide:
- a) Immediate and follow-up opportunities for debriefing
  - b) Access to professional supervision
  - c) In the case of injury, assistance with transport for removal to a hospital, or to a medical practitioner for medical attention and then to their residence at the time of the incident.
- 16.3 The employee must:
- a) Co-operate with, and participate in, an appropriate rehabilitation programme to assist in a timely return to work. This includes attending debriefing and accessing professional supervision.
- 16.4 On a case-by-case basis, MASH may approve critical incident leave, whether paid or unpaid, and duration. Any additional leave requested will require a medical certificate.

For work-related accident provisions refer to clause 15.

## **17.0 Bereavement Leave**

- 17.1 In case of Bereavement/Tangihana:
- a) MASH shall approve bereavement/tangihana leave on pay for the employee to discharge any obligation and/or to pay respects to a deceased
  - b) An employee suffers a bereavement/tangihana leave on the death of the employees
    - i spouse
    - ii parent
    - iii child
    - iv brother or sister
    - v grandparent

- vi grandchild
  - vii spouse's parent or
  - viii on the death of any other person if the employer accepts, having regard to relevant factors such as those set out in clause 17.1(c) that the employee has suffered a bereavement as a result of the death
- c) For the purposes of this clause relevant factors include
    - (i) the closeness of the association between the employee and the deceased person
    - (ii) whether the employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death
    - (iii) any cultural responsibilities of the employee in relation to the death
  - d) MASH will allow the employee to take
    - (i) 3 days bereavement leave for each type of bereavement described in clause 17.1 (b) (i - viii)
    - (ii) 1 day bereavement leave for the bereavement described in clause 17.1 (b) (viii)
  - e) If the employee suffers more than 1 bereavement at the same time, he or she may take the amount of bereavement described in clause 17.1 (d)
  - f) On a case by case basis MASH may approve additional bereavement/tangihana leave in addition to the entitlements under clause 17.1 (d). The length of time off shall be at the discretion of MASH.
  - g) Bereavement Leave does not have to be taken on consecutive days.

## **18.0 Parental Leave**

- 18.1 Parental Leave will be granted in accordance with the Parental Leave and Employment Protection Act 1987 and its amendments including the paid parental leave amendment.
- 18.2 Parental leave is leave without pay provided to an employee that assumes the care of a child born or adopted (the child must be under 5 years old) by them or their partner.
- 18.3 Up to 12 months parental leave will be granted to employees with 12 months service at the time of commencing leave. Up to six months parental leave will be granted to employees with less than twelve months service at the time of commencing leave.

- 18.4 The length of service for the purpose of this clause means the aggregate period of service whether continuous or intermittent in the employment of MASH.
- 18.5 The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by MASH.
- 18.6 Employees intending to take parental leave are required to give at least three month's notice in writing and the application is to be accompanied by a certificate signed by an Authorised Maternity Practitioner certifying the expected date of delivery. The provision may be waived in the case of adoption.
- 18.7 An employee absent on parental leave is required to give at least three weeks' notice to MASH of their intention to return to duty. When returning to work the employee must report to duty not later than the expiry date of such leave.
- 18.8 Parental leave is not to be granted as sick leave on pay.
- 18.9 When an employee commences parental leave, if they fail to notify MASH of their intention to return to work or resign, they shall be considered to have abandoned their employment.
- 18.10 Male employees may take up to two continuous weeks unpaid paternity leave between 21 days before the expected date of the birth or adoption and 21 days after the actual date of birth or adoption. This leave is additional to the period of maternity and extended leave.
- 18.11 Female employees are entitled to take up to ten working days unpaid special leave for reasons connected with the pregnancy. This leave is additional to the period of maternity and extended leave.

## **19.0 Paid Parental Leave**

- 19.1 To be eligible for paid parental leave employees must have worked at least an average of ten hours per week, including at least one hour per week (or 40 hours per month) for MASH for twelve months before the expected date of birth or adoption of a child under the age of 5 years.
- 19.2 Eligible employees may be entitled to up to 12 weeks paid parental leave up to a maximum of \$325 gross per week total across all jobs worked.

19.3 To apply for paid parental leave, employees must apply for parental leave in accordance with clause 18.0. The employee must then meet with the Human Resources Manager or his/her nominee to complete an application form (IRD880) for paid parental leave. The employee must then send this form to the Inland Revenue Department for processing.

## **20.0 Jury Service, Witness, or Nursing Council Leave**

- 20.1 If an employee is called for jury service, is subpoenaed as a witness, or is required to attend New Zealand Nursing Council, the following will apply:
- a) MASH will pay the difference between the jury fees (excluding expenses reimbursable by the Court) and the employee's ordinary hourly rate of pay. However the employee must return to work if they are not required on any particular day. All jury duty must be notified to the employer.
  - b) Where an employee is required to be a witness in a matter arising out of their employment, they will be granted leave on ordinary pay. Employees must pay MASH any fee received but may retain expenses paid.
  - c) For attendance at New Zealand Nursing Council hearings, employees will be paid at ordinary pay only.

## **21.0 Education Leave**

- 21.1 Staff may apply for up to 3 days paid study leave per employment year to undertake approved, external study for tertiary examinations, workshops or contact courses that are relevant to the employee's current work.
- 21.2 Paid study leave will not be granted for work-place based, internally assessed courses such as those with provided with Career Force.
- 21.3 Applications for study leave must be done in accordance with policy and procedure 0573 "Applying for Leave" and 0564 "Staff Learning Development and Orientation"

## **22.0 Domestic Violence and Flexible Working Arrangements:**

- 22.1 MASH acknowledges that employees may be affected by domestic violence. Mash will continue to support these employees, respecting their dignity and privacy in order to assist them to deal with the effects of domestic violence.
- 22.2 Domestic Violence (DV) leave and flexible working arrangements will be granted in accordance with the Domestic Violence – Victims Protection Act 2018.

## **SECTION 4: GENERAL TERMS OF EMPLOYMENT**

## **23.0 First Aid Certification**

- 22.1 It is a requirement of employees employed by MASH that they are certified in First Aid from a recognised provider authorised to provide certification in First Aid.
- 22.2 All new employees not certified in First Aid upon commencing employment will be required to have become certified in First Aid by three months service. The certification in First Aid is a condition of continuing employment with the employer. Where an employee chooses to obtain a First Aid certificate or revalidation independently, MASH will reimburse the employee to an equal value of the cost from the MASH provider.

## **24.0 Qualifications**

- 23.1 All permanent employees must complete the National Certificate in Mental Health (Mental Health Services) or the National Certificate in Human Services (Intellectual and Physical Disability Services) as a minimum requirement at their expense. Failure to complete this certificate within three years will action a specific performance plan and expectations being set.

## **25.0 Abandonment of Employment**

- 24.1 Where an employee is absent from work for three consecutive days without notification to the workplace that employee shall be declared to have terminated their employment. Before using this provision the employer is required to take reasonable steps to ascertain the cause of absence which includes a personal visit to the employee's place of residence.

## **26.0 Termination of Employment**

- 25.1 Registered Nurse and Lead Support Worker
- a) Either party may terminate the employment agreement with four weeks written notice period unless otherwise negotiated with the employer. Agreement for a shorter notice period shall not unreasonably be withheld.
  - b) The employee agrees that, should they forfeit the required notice, MASH may deduct the gross value of wages pertaining to the forfeited notice from the employee's final pay (including holiday pay) by way of penalty damages. MASH may waive this requirement in special circumstances, at their sole discretion, or by agreement with the Employee.
- 25.2 Community Support Worker

- a) Either party may terminate the employment agreement with two weeks written notice period unless otherwise negotiated with the employer.
- b) The employee agrees that, should they forfeit the required notice, MASH may deduct the gross value of wages pertaining to the forfeited notice from the employee's final pay (including holiday pay) by way of penalty damages. MASH may waive this requirement in special circumstances, at their sole discretion, or by agreement with the Employee.

### 25.3 Casual Support Workers

- a) Casual support workers who have entered into an agreement to work designated shifts must let the employer know seven days in advance if they cannot work those designated shifts.

## **SECTION 5: COMMUNICATION AND HEALTH AND SAFETY**

### **27.0 MASH Information-Sharing Meetings**

- 26.1 Meetings between management and employees shall be held on a regular basis.
- 26.2 Permanent Full-time and Permanent Part-time employees must attend staff meetings at the houses, unless on authorised leave or otherwise exempted following prior notification. Staff meetings shall be paid at ordinary time for the equivalent duration of one and one-half hours. Where this is not possible, the employee may be excused subject to authorisation from their manager.
- 26.3 Casual employees may choose to attend house staff meetings and will be paid in accordance with Clause 26.2. If the casual employee does not attend the house staff meeting they are responsible for ensuring they receive the information from the meeting and apply it in their work subsequently.

### **28.0 Travel Costs**

- 27.1 Transport for work purposes is provided by MASH. Employees must not transport clients in their own vehicles.
- 27.2 In exceptional circumstances, employees may use their own vehicle for work purposes and be reimbursed for travel costs at a rate of 62c per km. Before an employee uses their own vehicle for work purposes for which they wish to seek travel reimbursement, they must obtain approval from MASH for the use of their own vehicle. Employees who need to use their vehicle for clinical on-call purposes are not required to seek prior approval.



27.3 MASH will transport the employee or pay mileage where an employee is required to travel more than 20km one way radius from the Palmerston North Head Office, or, for employees employed in the Wellington region, 50km one way radius from the Wellington Branch office.

## **29.0 Occupational Health and Safety**

28.1 An OSH committee exists and this provides a forum to raise health and safety issues.

28.2 The parties note that the essential elements of the OSH committee includes the following:

- a) Management representatives will not exceed the number of employee representatives.
- b) Employees are elected to the committee by their co-workers. These will include an NZNO delegate elected by NZNO members.
- c) Training is necessary in order for Health and Safety Committee members to perform their duties effectively.
- d) Appropriate time on pay will be agreed by management to allow committee members to fulfil their function. This may include training.

28.3 The Health and Safety at Work Act 2015, requires MASH to take all practical steps to prevent harm occurring to employees from the way work is organised.

- a) In designing and implementing shift rosters to meet service needs, the employee shall ensure the disruption, personal health effects and fatigue associated with shift work are minimised for the group of employees involved.
- b) If and when alternative roster patterns are developed, this shall be done jointly between MASH and the NZNO delegate(s).

28.4 Where an incident occurs which may be related to staffing and/or skill mixes, or a situation arises which a staff member believes may contribute to unsafe practice, MASH shall meet with the staff member as soon as it is practicable to discuss and implement procedures to avoid a future occurrence. The NZNO organiser or delegate will be involved in this process.

28.5 MASH will endeavour to ensure that all employees are instructed in the safest and best working practices appropriate for their job

28.6 The employee must:

- a) learn and follow the safety requirements for the job

- b) use safety devices and protective equipment provided
  - c) report all safety and health hazards promptly
  - d) use all protective clothing and equipment supplied by MASH, and
  - e) abide by all MASH Trust Health and Safety rules.
- 28.7 MASH Trust is committed to providing safe staffing and a healthy workplace for their employees. Accordingly MASH Trust will incorporate safe staffing monitoring and reporting into the Health & Safety Committee agenda. This will ensure safe staffing concerns are raised and addressed on a bi-monthly basis. Any concerns that are unresolved will be escalated to the Senior Management Team for review.

### **30.0 Vaccinations**

- 29.1 MASH will provide influenza vaccinations for employees through a registered medical provider organised by the employer. Payment will only be made on production of an original receipt from the registered medical provider.
- 29.2 MASH will provide hepatitis B vaccinations (up to \$100) for employees through a registered medical provider organised by the employer. Payment will only be made on production of an original receipt from the registered medical provider.

### **31.0 Health Participation**

- 30.1 Where the employee has an injury and/or illness which impacts on the employee's attendance at work and/or the ability to perform the duties required, the Employer and Employee agrees to cooperate and participate in a rehabilitation programme. This programme will be mutually agreed and will be used to monitor the employee's health and well being, ensure the employee is able return to full duties as soon as practicable and to ensure the employee is provided with a safe working environment.
- 30.2 In cases of ongoing or repeated absence due to injury and/or illness, whether work related or non work related, the employee shall provide the Employer with relevant medical information and if deems necessary by the Employer the Employee shall under go medical examination by a medical practitioner whom shall be mutually agreed upon between the Employee and Employer. The Employer shall meet the costs of the medical examination.
- 30.3 The medical practitioner will be provided with a copy of the Employee's job description by the Employer to assist in determining the relevance of the Employee's sickness, injury or incapacitation to their job. The medical examiner will also be asked to provide information about how the Employer

can accommodate the sick, injured or incapacitated Employee.

## **SECTION 6: CONSULTATION AND MANAGEMENT OF CHANGE**

### **32.0 Change Management**

- 31.1 The parties to this Agreement accept that change in the health and disability sector is necessary in order to ensure the efficient and effective delivery of services. They recognise a mutual interest in ensuring that services are provided efficiently and effectively, and that each has a contribution to make in this regard.
- 31.2 Regular consultation between MASH and its employees is essential on matters of mutual concern and interest. Effective communication between the parties will allow for:
- a) improved decision making
  - b) greater co-operation between MASH and employees, and
  - c) a more harmonious, effective, efficient, safe and productive workplace.
- 31.3 Therefore, the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters. MASH also recognises the role of the employees' staff delegate and the NZNO in assisting in the positive management of change.
- 31.4 Prior to the commencement of any significant change to staffing, structure or work practices, MASH 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.
- 31.5 Where MASH receives an indication of potential significant changes, they undertake to advise staff and the NZNO as soon as practicable of the possibility of these changes, e.g., the District Health Board indicating contestability or change in the efficient pricing model.

### **33.0 Consultation**

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

- 32.3 If changes are proposed, and such changes need to be preceded by consultation, the changes must not be made until after the necessary consultation has taken place. Both parties should keep open minds during consultation and be ready to change. Sufficiently precise information must be given to enable the person(s) being consulted to state a view, together with a reasonable opportunity to do so - either orally or in writing.
- 32.4 Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
- 32.5 The consultation process will give employees affected, or likely to be affected, by any significant change to staffing, structures or work practices, and the NZNO organiser/delegate, the opportunity to put forward their views on any proposals or options developed for change prior to any final decision being made.
- 32.6 The process will include, but not necessarily be confined to, the following:
- a) Management will meet with employees likely to be affected and the NZNO organiser/delegate to outline the possibility of change, looking at the current situation and the future, given the factors that could give rise for the change.
  - b) Management will develop a plan or proposal with options that include possible implications in relation to staffing changes.
  - c) The plan or proposal will be circulated to employees likely to be affected and the NZNO organiser/delegate, with a request for submissions within a reasonable and specified timeframe. Alternative proposals or options should demonstrate that the objectives can be met. Management will meet with employees and the NZNO organiser/delegate for clarification of issues arising from the plan or proposal.
  - d) Once submissions have been considered, management will make the final decision, and work with the NZNO organiser/delegate to finalise the implementation plan.
- 32.7 The parties agree that any information disclosed that MASH deems as commercially sensitive remains confidential to the parties.
- 32.8 Change/restructure flow chart *appendix 1* outlines the consultation process.

## **34.0 Redundancy**

### **33.1 *Definition:***

Redundancy means a situation where an employee's employment is terminated by the employer, the termination being attributable, wholly or mainly, to the fact that the position filled by that employee is or will be superfluous to the needs of the employer.

### 33.2 *Application Limits:*

An employee shall not be redundant if he / she:

- Was employed for a pre-defined period (on contract)
- Was employed for less than four hours per day over a 6 month period
- When the closure or curtailment is caused by war, natural disaster or strike.

### 33.3 *Notice:*

#### **For employees who joined the NZNO before 04 November 2005**

The paid employee shall have four weeks' notice and wages may be paid in lieu of notice. In addition to the four weeks notice period, redundant employees shall receive two weeks payment for every full year of service with the employer, to a maximum of seven years. Payment shall be at the ordinary hourly rate of pay current to the redundant employee.

#### **For employees who join the NZNO after 04 November 2005**

The paid employee shall have four weeks' notice and wages may be paid in lieu of notice. In addition to the four weeks notice period, redundant employees shall receive one weeks payment for every year of service with the employer, to a maximum of five years. Payment shall be at the ordinary hourly rate of pay to the redundant employee.

Should the redundant employee find a position in the four-week period of notice, the amount payable may be reduced by the employer after considering all factors.

Employees given notice of redundancy must be given the opportunity to attend interviews with prospective employers without loss of pay on at least three occasions if requested in advance. The maximum interview time shall be four hours in total.

## **35.0 Employment Protection Provision**

34.1 Where the employer is contracting out, selling or transferring all or part of the business, including the part of the business where the employee is employed, the following provisions will apply:

34.2 The employer agrees to consult with New Zealand Nurses Organisation over the implications for affected employees of any proposal to sell all or

part of the business or to contract out or transfer work as soon as practicable.

- 34.3 If the employer decides to proceed with the proposed restructure, it will negotiate with the new contractor/service provider with a view to endeavouring to have the new employer offer the employee employment on the same or similar terms and conditions, or no less favourable and recognising service as continuous. The employee will be advised of timeframes for such negotiation, and for the acceptance of any offer of employment or of any application and interview process, as soon as possible.
- 34.4 The employee is entitled to choose whether or not to accept employment with the contractor/service provider. In the event that the contractor/service provider offers the employee employment in terms of clause (b) above, no redundancy situation will arise, and the employee will not be entitled to receive redundancy compensation, whether or not the employee chooses to accept the offer of employment. The employee will be entitled to one month's notice of termination of employment with the employer (which is not in addition to any other notice period specified within this agreement).
- 34.5 In the event that the contractor/service provider is not prepared to offer the employee employment in terms of clause (b) above, or offers employment on lesser terms and conditions or less favourable and/or without recognition of the employee's service, the employee will receive one month's notice of termination (which is not in addition to any other notice period specified in this agreement) and redundancy compensation under clause s32."

## **SECTION 7: AUTHORISED REPRESENTATIVE RIGHTS**

### **36.0 Deduction of NZNO Subscriptions**

- 35.1 MASH will deduct NZNO subscriptions from employees' salaries when authorised in writing by employees and shall remit such subscriptions to the NZNO monthly.
- 35.2 MASH policy is to provide for effective consultation with employees. Where the employer or employees or the NZNO consider that a meeting should be called to discuss any matter, such meetings may be held on such terms as may be agreed.
- 35.3 Notwithstanding the foregoing, the NZNO shall be entitled to hold at least two meetings per annum on pay for its members, subject to the following:
- a) Mutually acceptable arrangements shall be made with MASH regarding timing, payment and number of meetings. In this regard,

MASH shall have at least 14 days notice of the time and date of any such intended meeting.

- b) Such meetings shall be for a maximum period of two hours each
- c) Payment for attending meetings will be to the extent that the employee would have otherwise been working for the employer during the meeting.
- d) Work shall resume as soon as practicable after the meeting. MASH shall not be obliged to pay any employee for a period greater than two hours in respect of any meeting.

### **37.0 NZNO Employment Relation Education Leave**

- 36.1 MASH recognises the right of employees, in respective work areas, to select a fellow employee to represent their interests.
- 36.2 Five days leave per annum, divided amongst the members, shall be provided by the employer to the NZNO for the education and development as staff delegates of employees who have authorised the NZNO as their employee representative organisation, provided that a staff delegate shall not be absent from work for more than three consecutive days at any one time. Employment Relations Education Leave shall be granted in accordance with Part 7 of the Employment Relations Act 2000.
- 36.3 The leave shall be approved by MASH and shall not be unreasonably withheld.
- 36.4 The NZNO shall advise MASH 21 days in advance of the names and times of any course or programme.
  - a) For the purposes of this clause a year shall mean a period beginning on the 1st day of March.

### **38.0 Identification of NZNO Delegates and Right of Entry**

- 37.1 The NZNO organiser will advise MASH of the names of delegates as they are elected. MASH recognises the delegates' role within MASH. Where a delegate supports another employee during an employment process which may include:
  - A disciplinary meeting,
  - Change consultation,
  - Mediation,
  - Union activities where there is a common interest for the employees and employer,the delegate may request payment at ordinary time, to be preapproved on a case by case basis at the employer's discretion.
- 37.2 When requested, MASH shall permit the NZNO officials to enter at all reasonable times upon MASH's premises to discuss employee relations

matters with an employee provided such access does not interfere unreasonably with MASH's business.

## **SECTION 8: EMPLOYMENT PROBLEMS**

### **39.0 Sexual Harassment**

- 38.1 MASH recognises that sexual harassment in the work place is totally unacceptable. Any incident of sexual harassment should be immediately reported to MASH. Sexual harassment complaints will be taken seriously and MASH undertakes to address these complaints with sensitivity and impartiality.
- 38.2 Employees have the right to choose whether to use the procedures under the Human Rights Act 1993 or the procedures under the Employment Relations Act (2000). Employees are advised to seek advice first.

### **40.0 Disputes and Personal Grievance Procedure**

- 39.1 Definitions (in accordance with the Employment Relations Act 2000):
- a) employment relationship problem:** includes a personal grievance, a dispute, and any other problem relating to or arising out of an employment relationship, but does not include any problem with the fixing of new terms and conditions of employment.
  - b) Personal grievance:** means any grievance that an employee may have against the employee's employer or former employer because of a claim:
    - i) that the employee has been unjustifiably dismissed; or
    - ii) that the employee's employment or one or more of the conditions of the employee's employment (including any condition that survives termination of the employment), is or are or was (during employment that has since been terminated) affected to the employee's disadvantage by some unjustifiable action by the employer; or
    - iii) that the employee has been discriminated against in the employee's employment; or
    - iv) that the employee has been sexually harassed in the employee's employment; or
    - v) that the employee has been racially harassed in the employee's employment; or
    - vi) that the employee has been subject to duress in the employee's employment in relation to membership or non-membership of a union or employees organisation.



- 39.2 All NZNO members shall be entitled to raise a personal grievance claim of unjustified dismissal regardless of whether or not an employee has been employed for more than 90 days.
- 39.3 Dispute Resolution procedure and Personal Grievance procedure shall be that outlined in the flowcharts attached.

#### **41.0 Suspension**

- 40.1 Where circumstances warrant it, the Employer has the discretion to temporarily suspend the employee from their duties prior to a full investigation when there are allegation(s) of serious misconduct made against the employee. The employee will be paid their normal wages while they are suspended, unless the period becomes protracted as a result of undue delay caused by the employee. Prior to suspension, the employee will be informed of the alleged serious misconduct and be given an opportunity to comment on the matter of suspension before any decisions are made.

#### **42.0 Medical Incapacity**

- 41.1 In the event that the employee is incapacitated and unable to work due to long-term illness or an injury, the employee's employment may be reviewed for reasons of incapacity. The employer undertakes to follow procedures of natural justice in any action that follows this review.
- 41.2 Before taking any action under this clause, the employer shall require in consultation with the employee, at the employer's expense, the employee to undergo a medical examination by a registered medical practitioner agreed by the employer and employee. The employer shall take into account any reports or recommendations made available to them as a result of the examination, or any other relevant medical reports or recommendations which the employer might receive from the employee or on the employee's behalf.

#### **43.0 Medical Examinations**

- 42.1 The employer may for good reason require the employee to undergo, at the expense of the employer, a medical examination by a registered medical practitioner of the employee's nomination who shall be acceptable to the employer.
- 42.2 The employer will ensure that any health information about the employee which it obtains pursuant to this clause will be retained, accessed and used strictly in accordance with and subject to the restrictions imposed by the Privacy Act 1993. It will be retained only for so long as necessary for

the purposes of the particular health issue being inquired into. It will then be returned to the employee or otherwise disposed of at the employee's direction.

- 42.3 In this clause, "good reason" means a reason related to workplace health and safety, reasonably suspected misuse of sick leave entitlement, or possible termination of an employee's employment on medical grounds.

## **SECTION 9: OTHER**

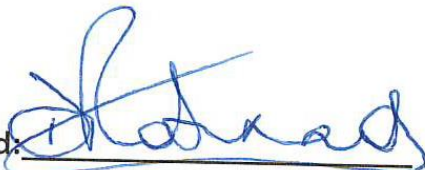
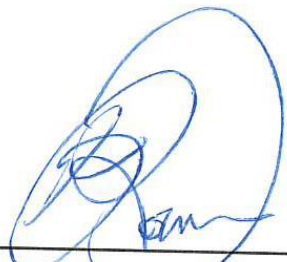
### **44.0 Fuel Card**

- 43.1 The introduction of the Fuel Card is for employees to use for their own personal use. It is being offered by the employer as an option to all Permanent Full Time and Part Time (over 40 hours per fortnight) employees who are members of the NZNO.
- 43.2 MASH will provide the employee with a Fuel Card for personal use. The card allows the employee the opportunity to purchase petrol on credit and at a discounted per litre rate. Any purchases made will be reimbursed to MASH each month.
- 43.3 The employee authorises MASH to deduct the monies owed from the personal use of the petrol card. This deduction will take place from the employee's salary / wages in the first pay period after the 10<sup>th</sup> of each month.
- 43.4 If the employee's employment is terminated (for what ever reason) MASH may deduct money owed from the employee's final pay (including any holiday entitlements under the Holidays Act 2003).
- 43.5 MASH at any time may terminate this fuel card arrangement in consultation with the employee. Likewise the employee may at any time also terminate this arrangement in consultation with the employer.
- 43.6 The Fuel card will be the sole responsibility of the MASH Trust employee.
- 43.7 The Fuel card must be returned on or before the employees last day of employment with MASH Trust.

### **45.0 Damage to Clothing**

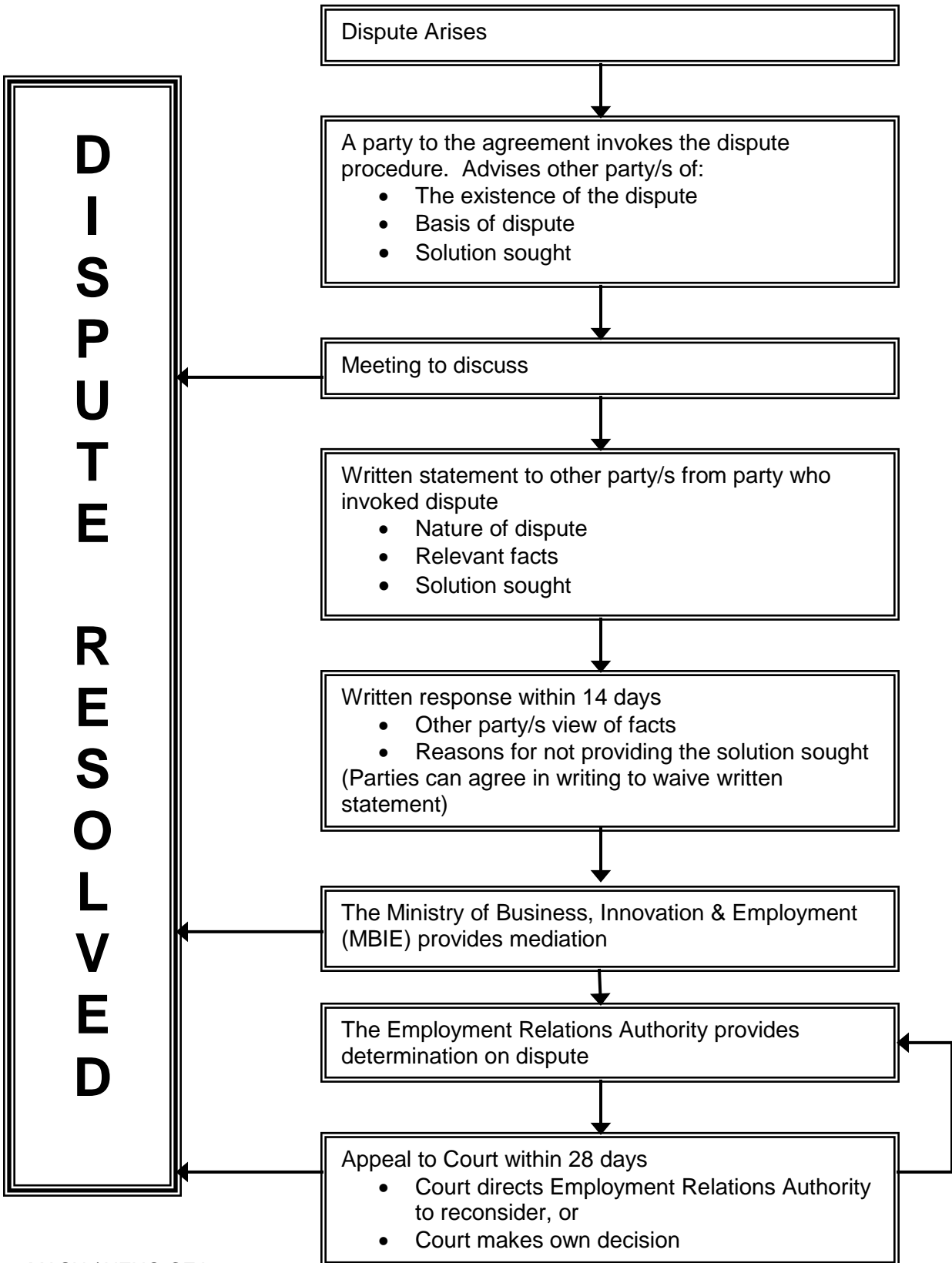
44.1 An employee shall on a case by case basis be reasonably compensated for damage to personal clothing worn whilst at work, or reimbursed dry cleaning charges for excessive soiling to personal clothing worn at work, providing the damage or soiling did not occur as a result of the employees negligence, or failure to wear the protective clothing provided.

**SIGNED AGREEMENT**

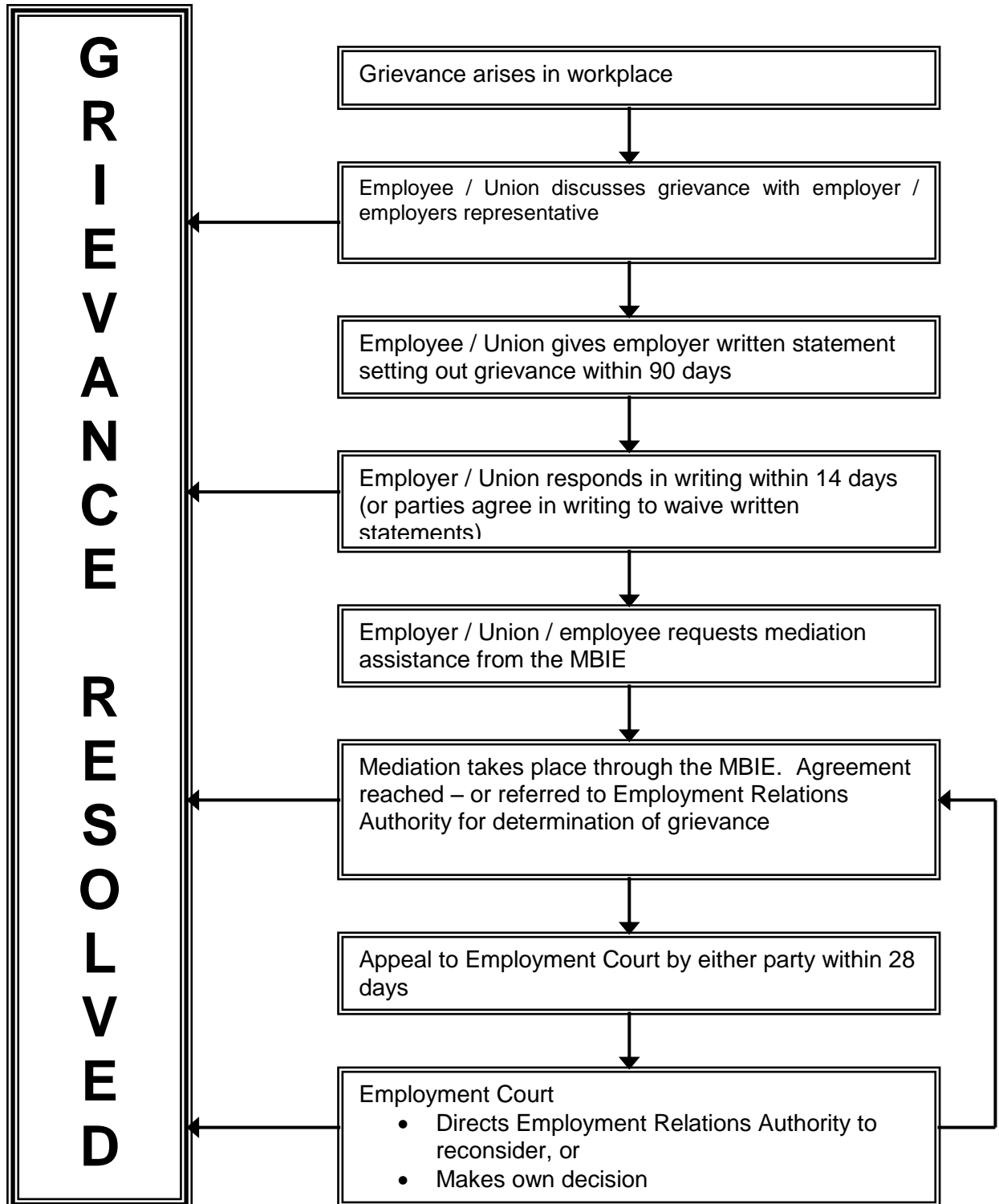
Signed:  Signed:   
David Robinson  
Chief Executive Officer  
For MASH TRUST BOARD  
Manny Down  
Union Organiser  
For NEW ZEALAND NURSES  
ORGANISATION

Date: 9.12.19 Date: 15-01-2020

**DISPUTES PROCEDURE**  
(Employment Relations Act 2000 Part 9)



**PERSONAL GRIEVANCE PROCEDURE**  
(Employment Relations Act 2000 Part 9)



## Restructure & Consultation Flow Chart

