

**MANIOTOTO HEALTH SERVICES LTD**

**COLLECTIVE EMPLOYMENT AGREEMENT**

**26 October 2020 to 31 August 2021**



## COLLECTIVE EMPLOYMENT AGREEMENT

This Collective Agreement is made pursuant to Part 5 of the Employment Relations Act 2000 and 2003

### 1. PARTIES

This collective agreement is entered into between

(a) Maniototo Health Services Ltd (hereinafter referred to as "The Company" or "The Employer").

and

(b) The New Zealand Nurses Organisation (Inc) (NZNO)

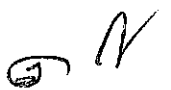
### 2. COVERAGE

2.1 This agreement shall apply to employees who are members of the New Zealand Nurses Organisation and who are engaged in nursing work and or those whose work or qualifications are described in the definitions clause below, and or those employees who are engaged in work that supports nursing work.

2.2 Any employee who is engaged by Maniototo Health Services Ltd after the coming into effect of this agreement and is a member of NZNO, or who as a current employee of Maniototo Health Services was not a member of NZNO at the effective date of this agreement but subsequently became a member, shall be deemed to be covered by this agreement.

### 3. DEFINITIONS

"Registered Nurse"	A person as defined by the Health Practitioner's Competence Assurance Act 2003 as a Registered Nurse.
"Enrolled Nurse"	A person as defined by the Health Practitioner's Competence Assurance Act 2003 as an Enrolled Nurse.
"Health Care Assistant"	A person who is an auxiliary to the nursing team who is able to perform tasks in their position description relating to patient care and who works under the direction of a registered nurse or midwife.
"Part-Time Employees"	An employee, other than a casual employee, who works on a regular basis but less than the ordinary or normal hours prescribed in this contract for a full-time employee. Every



A

part-time employee shall be entitled to annual leave as prescribed in Clause 7.1. Salary during annual leave shall be paid for the employees' usual working hours. Part-time employees who wish to work extra duties (up to full-time) should make their availability known, and shall be asked to work ahead of casuals but that casuals will also be offered sufficient work to maintain their competency..

In all other cases where a condition is reasonably construed to refer to full time work and the employee is part time, the condition shall apply on a pro rata basis.

"Casual Employee"

An employee who has no set hours or days of work and who is normally asked to work as and when required and does not appear on the fixed roster on a regular basis.

Every casual employee shall be paid 8% gross taxable earnings in lieu of annual leave, to be added to each fortnightly salary payment.

Unless otherwise stated, casual employees have no entitlement to paid leave including days in lieu.

"Domestic Aide"

An employee who is employed to undertake primarily kitchen duties and, if time allows, domestic cleaning.

"Service"

The current/continuous service with the company.

Continuous Service

Shall be any service with Maniototo which has not been broken by any single break of more than three Months.

"Temporary/Fixed Term"

An employee who is employed for a specified limited term for a specified project, situation or event, e.g. to replace an employee on parental leave or long term illness or accident. There is no expectation of ongoing employment.

4. **TERM OF THE AGREEMENT**

The term of the agreement will be from 25 October 2020 to 31 August 2021.

5. **VARIATION**

Any variation to this agreement shall be mutually agreed between the parties and such variation shall be in writing and signed by the parties.

6. **DUTIES AND OBLIGATIONS**

- 6.1 The Company is engaged in the provision of Health Services to the people of Maniototo and surrounding areas.
- 6.2 The Employee is engaged by the Company to provide these services.
- 6.3 The Employees and the Company agree that it is in their mutual interests that the business should be run efficiently and profitably.
- 6.4 The interests of the Employees are important to the Company and the Employees shall be treated fairly and with consideration.
- 6.5 Appointments will be made in accordance with the appropriate job description for the particular position. Employees will be responsible to the Company, by way of the Managers appointed by the Company's appointed Directors.
- 6.6 During the currency of their employment the Employees agree to:
- work in partnership with Maniototo Health Services Limited in the endeavour to promote and protect the interests of the Company.
  - to carry out all reasonable and lawful directions related to positions held, while ensuring patients are delivered safe, quality and effective care.

7. **POLICIES AND PROCEDURES**

All employees shall comply with the Company's policies and procedures which underpin the services provided. All policies and Procedures are written to comply with contractual, legal and employment requirements to ensure the well-being and safety of employees and consumer/Kiritaki.

8. **EMPLOYEES CODE OF CONDUCT**

This code outlines the rights and responsibilities of employees of the Company. It is intended to outline the boundaries of roles and state clearly the expectations the company has of employees.

9. **HOURS OF WORK**


- 9.1 These shall vary according to the duty rosters which shall be produced by or under the direction of the Clinical Nurse Manager. Rosters will be made available 14 days prior to the commencement of that roster.

- 9.2 Other than in an emergency there shall be a minimum of Nine hours (9) between duties. Employees shall not be asked to work more than five (5) consecutive duties.
- 9.3 A minimum of half an hour (unpaid) shall be allowed for a meal break in any shift lasting longer than five hours except that when the Registered Nurse is unable to be relieved from work for a meal break, they shall be allowed a meal on duty and this period shall be regarded as working time and paid accordingly. This shall also apply to Enrolled Nurses/Health Care Assistants on the night shift when they cannot be relieved for a meal break as outlined in clause 9.4 and on an afternoon shift when there are only two staff members on duty.
- 9.4 Breaks of ten minutes for morning tea, afternoon tea or supper where these occur during a duty, shall be allowed as time worked. Tea, coffee, milk, sugar and hot water will be provided free of charge. The company does not provide meals or food for employees. The company provides a meal for employees on night shift.
- 9.5 The working week shall start and end at 2245 Sunday.
- 9.6 A "duty" will be deemed to belong to day on which the majority of it is worked.

10. **LEAVE**

10.1 **Annual Leave**

- 10.1.1 After 12 months' employment employees shall be entitled to annual leave. Leave may be anticipated with the agreement of the General Manager.
- 10.1.2 Full time staff shall be granted 20 days' annual leave. This entitlement will be applied on a pro rata basis for part time employees. This leave is in addition to statutory holiday.
- 10.1.3 **Recreation Leave** An employee who has more than twelve (12) months continuous service with the company and who works more than three (3) duties per week, shall be granted eight (8) hours recreation leave on pay, on a day not being a statutory holiday. An employee works less than three (3) days a week will be granted four (4) hours on pay as recreation leave, not being a statutory day.
- 10.1.4 Recreation leave may not be carried forward. Therefore if not untaken the recreation leave from the previous year will be cancelled.
- 10.1.5 The Company encourages and expects leave to be taken when it falls due.
- 10.1.6 There will be no accrual beyond two (2) years.
- 10.1.7 Where possible, applications for annual leave must be lodged at least four (4) weeks prior to the date of the annual leave period: approval for such



leave will be notified where possible within two (2) weeks of the receipt of the application. Notwithstanding the preceding sentence, intention to take annual leave must be notified at least seven (7) days prior to the date when it is desired to be taken, but the approval of such "short notice" leave will be at the Nurse Manager's or in their absence the General Manager's discretion.

- 10.1.8 The Clinical Nurse Manager will be responsible for arranging cover for periods of leave granted.
- 10.1.9 Holiday pay be made either as a separate payment prior to the leave period starting or paid on the usual pay day, at the employees choice.
- 10.1.10 Leave balance will be expressed in days on pay sheets.
- 10.1.11 Maniototo Health Services will not promote requests for the pay out of one week's annual leave.

10.2 **Public Holidays**

- 10.2.1 Every employee shall be entitled to not less than eleven (11) public holidays which shall be taken at times agreed upon between the Employer and Employees. For the purposes of this contract, public holidays are the following designated days.

New Year's Day
The day after New Year's Day
Waitangi Day
Good Friday
Easter Monday
ANZAC Day
Sovereigns Birthday
Labour Day
Christmas Day
Boxing Day
Otago Anniversary Day (observed by MHS 23 March each year)

- 10.2.2 When one of the above public holidays fall on a day which the employee is rostered to work, another paid day off will be granted to be taken at a mutually agreed time.

- 10.2.3 When employees work on Christmas Day, Boxing Day, New Year's Day and the day after New Year's Day they will be paid double time (T 2.). All other public holiday's as provided above they will be paid T.5 in addition to the ordinary hourly rate.
- 10.2.4 Where an employee is granted or required to take leave on a public holiday (such leave not being a normal rostered day or days off). The employee shall be paid at the ordinary rate for the hours she/he would normally have worked on that day.
- 10.2.5 Where an employee's rostered day off falls on a public holiday, she/he shall be granted one day in lieu at a mutually agreed date within a twelve (12) month timeframe.
- 10.2.6 Except where a part time employee has a fixed roster (i.e. same days each week), they shall not be entitled to a day in lieu, if their rostered day/s off fall on public holiday.
- 10.2.7 If the roster is not fixed (floating days) the employee shall receive a day in lieu if the public holiday falls on the day of the week that they worked more than 40% of the time over the last 3 months (4 of those days over 12 week period).

10.3 **Sick Leave**

- 10.3.1 A full-time employee shall be entitled in each period of 12 months for which she/he works for the employer, to fifteen days sick/domestic leave.
- 10.3.2 A part-time employee who works:
- (i) five days per week shall be entitled to 15 days per annum sick/domestic leave
  - (ii) four days per week shall be entitled to 12 days per annum sick/domestic leave
  - (iii) three days per week shall be entitled to 9 days per annum sick/domestic leave
  - (iv) two days or less per week worked shall be entitled to 6 days per annum sick/domestic leave
- 10.3.3 Unused sick leave for full-time employees shall accumulate to a maximum of two (2) years leave to be used when the employee is sick, by carrying forward from one year to another any unused sick leave.

- 10.3.4 Part-time employees shall accumulate this leave on a pro rata basis in the same proportions as set out in clause 10.3.2 (i).
- 10.3.5 The employer will meet the cost for any medical certificate as may be required by the employer. No medical certificate will be requested unless the period of sick leave taken is greater than three days.
- 10.3.6 Where an employee has a consistent pattern of short term Sick Leave, or where those absences are more than 10 working days/shifts or more in a year, then the employee's situation may be reviewed in line with MHS policy and Sick Leave practices. The focus of the review will be to assist the employee in establishing practical arrangements to recover from sickness or injury.
- 10.3.7 The employee must notify the Registered Nurse on duty of the impending absence, wherever possible, 24 hours prior to work starting, to allow for the rosters to be amended. In all cases notification must be prior to the beginning of the shift/s in question.
- 10.3.8 The sick leave provisions prescribed in the Holidays Act are incorporated within the like provisions contained in this contract - they are not in addition thereto.
- 10.3.9 In granting time off the employers approach will be in a culturally sensitive manner.

10.3.10 **Minor Illness**

*Where, through the usual course of their work, the employee has contracted MRSA which could have a detrimental effect on the patients or other staff in the employers care, the employer may, at its discretion either*

*Place the employee on suitable alternative duties or*

*Direct the employee to take leave on full pay. Such leave shall not be a charge against the employees sick and domestic leave entitlement*

10.4 **Bereavement Leave**

- 10.4.1 Each employee will be entitled up to three (3) days paid leave after six (6) months employment upon death of an immediate family member.
- 10.4.2 Each employee will be entitled up to one (1) day paid leave in the event of a death outside the immediate family that causes a person to suffer a bereavement, at the Hospital Manager's discretion.



10.5 **Study Leave / Staff Development**

10.5.1 Self-development to meet the needs of the position is seen as part of the employee's normal duties. Accordingly time may be taken for the purpose of study relevant to the position. All applications will be considered and may be granted at the General Manager's discretion.

10.5.2 In-service education needs to be provided for on a regular (two (2) monthly) basis and should be appropriate to the group of staff as decided by Nursing Manager.

10.6 **Domestic Violence**

10.6.1 On the completion of 6 months of current continuous service, the employee will be entitled to up to 10 days domestic violence leave in accordance with the Domestic Violence Act (2019) and Holidays Act (2003), subject to eligibility under these acts.

10.6.2 The employee will also be entitled to request flexible working arrangements for a period of up to two months in accordance with the Employment Relations Act 2000, subject to eligibility under this act.

10.7 **Other leave**

Jury Service leave, Civil Defence leave, Military Service leave, time off to vote are all acknowledged as being covered by applicable statute.

10.8 **Leave without pay**

Leave without pay will normally only be granted when all other leave balances are exhausted, in some circumstances this arrangement may be altered by mutual agreement

10.9 **Long service Leave**

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

10.10 **Parental Leave**

10.10.1 Statement of principle - The parties acknowledge the following provisions are to protect the rights of employees during pregnancy and on their return to employment following parental leave and is to be read in conjunction with the Parental Leave and Employment Protection Act 1987 and **Amendments 2002** (referred to as the Act in this clause 10), Employees should seek the advice of their manager, Human Resources or NZNO in applying for parental leave. Advice on parental leave is also

available from Employment New Zealand ([www.employment.govt.nz](http://www.employment.govt.nz)). Advice on parental leave payments is available from the Inland Revenue Department ([www.ird.govt.nz](http://www.ird.govt.nz).)

10.10.2 Entitlement and eligibility - Provided that the employee assumes or intends to assume the primary care as defined in the Act, or is the primary carer or partner of a primary carer, the entitlement to parental leave is:

- (a) in respect of every child born to them or their partner;
- (b) in respect of every child under six years of age, where the employee becomes a primary carer for the child;
- (c) where two or more children are born at the same time or where the employee becomes a primary carer for two or more children under six years of age within a one month period, for the purposes of these provisions the employee's entitlement shall be the same as if there were only one child.

10.10.3

- (a) Parental leave of up to twelve months is to be granted to employees with at least one year's service at the time of commencing leave.
- (b) Parental leave of up to six months is to be granted to employees with less than one year's service at the time of commencing leave.

Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of the employer.

- (c) 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 the employer. The parental leave may be taken in more than one continuous period, with the start and finish dates of each additional period, and any extension of parental leave past the anniversary date of the commencement of parental leave, to be agreed between the employer and the employee.
- (d) Pursuant to Part 3 (A) of the Act employees who are not entitled to primary carer leave may request a period of negotiated carer leave from their employment. Negotiated carer leave may enable the employee to receive parental leave payments from IRD if they meet the parental leave payment threshold test.

10.10.4 In cases of adoption of children of under six years of age, parental leave shall be granted in terms of 10.2 and 10.3 above, providing that fourteen days notice is given before the employee intends to assume the responsibility for the care of the child. Evidence of an approved primary care placement shall be provided to the employer's satisfaction.

10.10.5 Employees intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a

registered medical practitioner or midwife certifying the expected date of delivery. The provision may be waived where the employee becomes a primary carer for a child under the age of six or in circumstances outside the control of the employee.

10.10.6 The commencement of leave shall be in accordance with the provisions of the Parental Leave and Employment Protection Act 1987.

10.10.7 An employee absent on parental leave is required to give at least one month's notice to the employer 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.

NOTE: It is important that employees are advised when they commence parental leave that, if they fail to notify the employer of their intention to return to work or resign, they shall be considered to have abandoned their employment.

10.10.8 Parental leave is not to be granted as sick leave on pay.

10.10.9 Job protection -

- (a) Subject to 10.10 below, an employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:
  - (i) at the equivalent salary, grading;
  - (ii) at the equivalent weekly hours of duty;
  - (iii) in the same location or other location within reasonable commuting distance; and
  - (iv) involving responsibilities broadly comparable to those experienced in the previous position.
- (b) Where applicable, employees shall continue to be awarded increments when their incremental date falls during absence on parental leave.
- (c) Parental leave shall be recognised towards service-based entitlements, i.e.: annual leave and sick leave. However, parental leave will not contribute to Retiring Gratuities allowance calculations.

10.10.10

- (a) Where possible, the employer must hold the employee's position open or fill it temporarily until the employee's return from parental leave. However in the event that the employee's position is a "key position", the employer may fill the position on a permanent basis if they meet the requirements set out in the Act.
- (b) Where the employer is not able to hold a position open, or to fill it temporarily until an employee returns from parental leave, or fills it

permanently on the basis of it being a key position, and, at the time the employee returns to work, a similar position (as defined in 10.9 (a) above) is not available, the employer may approve one of the following options:

- (i) an extension of parental leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or
- (ii) an offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in 16.10(b)(i) above for up to 12 months; or
- (iii) the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of 10.10(b)(i) above for up to 12 months:

provided that, if a different position is accepted and within the period of extended parental leave in terms of 10.10(b)(i), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or

- (iv) where extended parental leave in terms of 10.10(b)(i) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 22.3 of this contract.

10.10.11 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 10.9(a) above, parental leave shall cease.

10.10.12 Where, for reasons pertaining to the pregnancy, an employee on medical advice and with the consent of the employer, elects to work reduced hours at any time prior to starting parental leave, then the guaranteed proportion of full time employment after parental leave shall be the same as that immediately prior to such enforced reduction in hours.

110.10.13 Parental leave absence filled by temporary appointee If a position held open for an employee on parental leave is filled on a temporary basis, the employer must inform the temporary appointee that their employment will terminate on the return of the employee from parental leave.

10.10.14 Employees on parental leave may from time to time and by agreement work occasional duties during the period of parental leave and this shall not affect the rights and obligations of either the employee or the employer under this clause.

**11 REMUNERATION**

11.1 An annual salary shall be paid in consideration of the provision by the employee of her/his services to the employer based on a flat hourly rate as follows:

Registered Nurse & Registered Midwife	6 July 2020	26 Oct 2020 2%
Step 1	\$54,034 (\$25.98/hr)	\$55,115 (\$26.50/hr)
Step 2	\$58,491 (\$28.12/hr)	\$59,661 (\$28.68/hr)
Step 3	\$62,138 (\$29.87/hr)	\$63,381 (\$30.47/hr)
Step 4	\$65,652 (\$31.56/hr)	\$66,965 (\$32.20/hr)
Step 5	\$72,945 (\$35.07/hr)	\$74,403 (\$35.77/hr)
Step 6	\$75,132 (\$36.12/hr)	\$76,635 (\$36.84/hr)
Step 7	\$77,386 (\$37.20/hr)	\$78,934 (\$37.95/hr)

11.2 All other progress through the steps is by annual increment on their anniversary date and subject to satisfactory performance, which will be presumed unless the employee has been advised.

**11.3 Community District Nurses:**

A merit step of 5% on current base rate will apply to District Nursing for the RN and EN to reflect the nature of District Nursing requirements

11.4

Enrolled Nurse	6 July 2020	26 Oct 2020 2%
Step 1	\$48,643 (\$23.39/hr)	\$49,616 (\$23.85/hr)
Step 2	\$51,345 (\$24.69/hr)	\$52,372 (\$25.18/hr)
Step 3	\$55,398 (\$26.63/hr)	\$56,506 (\$27.17/hr)
Step 4	\$56,229 (\$27.03/hr)	\$57,354 (\$27.57/hr)

- 11.5 As above for per hour rates
- 11.6 All other progress through the steps is by annual increment on their anniversary date and subject to satisfactory performance, which will be presumed to be the case unless the employee has been advised otherwise.

HCA	6 July 2020	1 July 2021
Step 1	\$42,640 (\$20.50/hr)	\$21.50
Step 2	\$44,740 (\$21.50/hr)	\$23.00
Step 3	\$47,840 (\$23.00/hr)	\$25.00
Step 4a	\$50,960 (\$24.50/hr)	\$26.00
Step 4b	\$53,040 (\$25.50/hr)	\$27.00

- 11.7 The additional pay band level 4a applies to existing employees who have not achieved a Level 4 Certificate and who complete 12 years or more of continuous service after 1 July 2017.
- 11.8 **Senior Nurses Scale**

Designated Senior Nurse	5/08/2019 DHB	26 October 2020 Plus 2%
Grade 2	79,760	81,355
	81,322	82,948
	85,375	87,082
Grade 3	86,887	88,685
	90,230	92,035
	96,378	98,305
Grade 4	91,899	93,737
	95,241	97,146
	101,541	103,572

#### 11.9 Domestic and Kitchen Aids

<u>Kitchen Aids</u>	<u>Current</u>	<u>1 July 2021</u>	<u>Weekend Allowance</u>
	\$20.50	\$21.50	\$7.87 p/h
<b>Domestics</b>	\$20.50	\$21.50	N/A

#### 11.10 Shift Allowance

Any employee who works evening, night or weekend duty shall be paid in addition to their hourly rate a shift allowance as follows – with the exception of those covered by Care and Support Workers Settlement 2017 in which case the rates as dictated by Care and Support Workers Settlement 2017 shall apply.

- Night            25% (8.00pm – 7.00am)
- Weekend        50%

*Any duty where the majority of the ordinary hours are worked between 2245 Friday and 2315 Sunday. All hours worked during this period qualify for the week-end shift allowance payment.*

**Note: Only one allowance is payable per shift**

**11.11 Overtime**

11.11.1 All hours worked in excess of the rostered shift will be paid, at the rate of T.5. These extra hours must be documented on time sheet and will be paid in the following pay period.

11.11.2 With the exception of those covered by Care and Support Workers Settlement 2017 in which case the rates as dictated by Care and Support Workers Settlement 2017 shall apply.

**11.12 On Call**

11.12.1 For each hour on call employees will receive \$8.00 per hour for weekdays and weekends and \$10.00 per hour for Public Holidays, with a minimum of two hours payable.

11.12.2 For Registered Nurses, who sleep over while an Enrolled Nurse is in charge, they will be paid their usual hourly rate for the 8.5 hour shift and will be paid penal rates only if they are woken to assist on the ward.

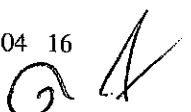
**11.13 Call-Back**

11.13.1 Call back is where the Employee is authorised by the Employer to be called to work outside scheduled hours of duty. The Employee shall be paid for a minimum of two hours, or for actual work time at normal hourly rates.

**11.14 . Higher Duties Allowance**

*Where an employee performs the duties of the higher position for more than five consecutive days, the allowance payable shall be the difference between the current salary of the employee acting in the higher position, and the minimum salary the employee would receive if appointed to that position.*

*The period for which higher duties allowance will be paid commences on the first working day on which the higher duties are performed.*





11.15 A team approach to staffing means that all shifts should be shared on a rotating roster, to ensure equity of salary. All shifts will be staffed by not less than two (2) employees at any time

**11.16 Payment Frequency**

Payment of salary is to be made fortnightly on the Tuesday following the pay period, by direct credit to the bank account as nominated by the employee.

**11.17 Snow Policy**

An employee who is absent from work due to inclement road conditions shall be entitled to have that time paid as a charge against one of the leave entitlements, which shall be decided by mutual agreement.

**12 .New Employees:**

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

If that new employee elects during those first 30 days to have continued coverage under the agreement, the employee shall join NZNO and shall confirm their NZNO membership in writing to the employer.

**13 PRACTICING CERTIFICATE**

If the employee is required by law to hold a current practicing certificate, the cost of this will be reimbursed by the Company on production of the certificate.

**14 TERMINATION**

14.1 Either party may terminate this agreement by giving two weeks' notice in writing. Where this notice is not given, two weeks' salary shall be paid / forfeit as the case may be.

14.2 Your employment may be terminated immediately without notice or payment in lieu of notice for any of the following:

- (i) wilful disobedience of instructions or dishonesty or negligence in carrying out duties.
- (ii) breach of your contractual duties or obligations.

- (iii) bringing the company into disrepute or behaving in any way damaging to the company.
- (iv) being convicted of a criminal offence.

15 **RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS**

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

**15.1.1 Definitions:**

- (a) An "employment relationship problem" includes:
  - (i) A personal grievance
  - (ii) A dispute
  - (iii) Any other problem relating to or arising out of the employment relationship but does not include any problem with negotiating new items and conditions of employment.
- (b) A "personal grievance" means a claim that an employee:
  - (i) Has been unjustifiably dismissed; or
  - (ii) Has had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the employer; or
  - (iii) Has been discriminated against in his/her employment, or
  - (iv) Has been sexually harassed in his/her employment, or
  - (v) Has been racially harassed in his/her employment, or
  - (vi) Has been subjected to duress in relation to union membership.

**NOTE:** The terms used in this clause have precise legal meanings which are set out in detail in the Employment Relations Act 2000. Employees who believe they have a personal grievance should seek the advice of the Union.

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

**NOTE:** Time limit on raising a personal grievance / dispute:

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

**15.1.2 Raising Employment Relationship Problems:**

- (a) An employment relationship problem should be raised and discussed with the employee's manager as soon as possible.
- (b) The employee is entitled to seek advice and assistance from a union representative in raising and discussing the problem.
- (c) The employee, employer and union will try in good faith to resolve the problem without the need for further intervention.

**15.1.3 Mediation:**

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

**15.1.4 Employment Relations Authority:**

- (a) If the problem is not resolved by mediation, it may be referred to the Employment Relations Authority for investigation and determination.
- (b) **NOTE:** The powers of the Employment Relations Authority, and the remedies it may award, are set out in detail in the Employment Relations Act 2000.

**16 REDUNDANCY**

If this should occur, and if possible to do so, the Company will endeavour to give four weeks' notice. The Company will not however be bound to this. In no case will any payment or compensation be made to the employee if redundancy shall occur.



**17**      **CONFIDENTIALITY**

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

**18**      **NZNO ACCESS TO THE WORKPLACE**

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

**19**      **EMPLOYMENT RELATIONS EDUCATION LEAVE**

- 19.1      The Employer shall grant leave on pay for employee's party to this collective agreement to attend courses authorised by NZNO to facilitate the employee's education and training as employee representatives in the workplace.

<b>FTE eligible employees as at 1 March each year</b>	<b>Maximum number of days of employment relations education leave that we are entitled to allocate as a union</b>
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

- 19.2 For the purposes of this clause, calculating the number of full-time equivalent eligible employees employed by an employer:
- (a) an eligible employee who normally works 30 hours or more during a week is to be counted as 1;
  - (b) an eligible employee who normally works less than 30 hours during a week is to be counted as one-half
- 19.3 NZNO shall send a copy of the programme for the course and the name of employees attending at least 14 consecutive days prior to the course commencing.
- 19.4 The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.
- 19.5 The provision of Part 7 of the Employment Relations Act 2000 shall apply where any provision or entitlement is not provided for, or is greater than specified in the clauses above.

20 **NZNO MEETINGS**

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

21 **HEALTHY WORKPLACES**

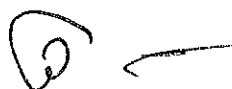
- 21.1 The parties to this collective agreement agree that all employees should have a healthy workplace. Achieving healthy workplaces requires:
- (a) Having the appropriate levels of staff, skill mix, experience, and resourcing to achieve a match between demand and capacity
  - (b) Systems, processes and work practices that ensure efficient scheduling and a credible, consistent and timely response to variance in demand
  - (c) 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.
  - (d) Recognition that everyone can be a leader by using the authority (expertise) vested in their role to participate and constructively engage with others.
  - (e) The development of a learning culture that emphasizes employees at all levels being given the opportunity to extend their knowledge and skills, as identified in their performance development plans where they are in place.
  - (f) Appreciation that good patient outcomes rely on the whole team and that teams need opportunities to work and plan together.
  - (g) 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.
- 21.2 Within 6 months of ratification of the Collective Agreement a Joint NZNO/Employer Healthy Workplace Group will be implemented.
- 21.3 To facilitate the effectiveness of the Group(s) the Employer and NZNO will develop terms of reference and agreed processes to support employees and to guide managers in the event there are healthy workplace issues.

## 22

### **CO-OPERATION CONSULTATION AND MANAGEMENT OF CHANGE**

#### 22.1 Introduction

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



- 22.1.2 Regular consultation between the employer, its employees and the NZNO is essential on substantive matters of mutual concern and interest. Effective communication between the parties will allow for:
- (a) improved decision making
  - (b) greater cooperation between employer and employees; and
  - (c) a more harmonious, effective, efficient, safe and productive workplace.
- 22.1.3 Therefore the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters.
- 22.1.4 The Employer accepts that NZNO delegates are the recognized channel of communication between NZNO and the Employer in the workplace.
- 22.1.5 Prior to the commencement of any significant change to staffing, structure or work practices, the employer will identify and give reasonable notice to employees who may be affected and to the NZNO to allow them to participate in the consultative process so as to allow substantive input.
- 22.1.6 Where an employer receives an indication of potential significant changes, they undertake to advise staff and the NZNO as soon as practicable of the possibility of these changes.

## 22.2 Consultation

- 22.2.1 Consultation involves the statement of a proposal not yet finally decided upon, listening to what others have to say, considering their responses and then deciding what will be done. Consultation clearly requires more than prior notification.
- 22.2.2 The requirement for consultation should not be treated perfunctorily or as a mere formality. The person(s) to be consulted must be given sufficient opportunity to express their view or to point to difficulties or problems.
- 22.2.3 If changes are proposed and such changes need to be preceded by consultation, the changes must not be made until after the necessary consultation has taken place. Both parties should keep open minds during consultation and be ready to change. Sufficiently precise information must be given to enable the person(s) being consulted to state a view, together with a reasonable opportunity to do so – either orally or in writing.
- 22.2.4 Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.

22.2.5 The consultation process will give employees affected, or likely to be affected, by any significant change to staffing, structures or work practise, and the NZNO organiser/delegate, the opportunity to put forward their views on any proposals or options developed for change prior to any final decision being made.

22.2.6 The process shall be as follows:

- (a) The initiative being consulted about should be presented by the employer as a "proposal" or "proposed intention or plan" which has not yet been finalised.
- (b) Sufficient information must be provided by the employer to enable the party/parties consulted to develop an informed response.
- (c) Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.
- (d) Genuine consideration must be given by the employer to the matters raised in the response.
- (e) The final decision shall be the responsibility of the employer.

### 22.3 Staff Surplus

When as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the reorganisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in the subclause 22.3.3 below shall be invoked and decided on a case by case basis in accordance with this clause.

22.3.1 Where an employee's employment is being terminated by the employer by reason of the sale or transfer of the whole or part of the employer's business, nothing in this agreement shall require the employer to pay compensation for redundancy to the employee if:

The person acquiring the business or the part being sold or transferred -



- (i) has offered the employee employment in the business or the part being sold or transferred; and
- (ii) has agreed to treat service with the employer as if it were service with that person and as if it were continuous; and

(b) The conditions of employment offered to the employee by the person acquiring the business or the part of the business being sold or transferred are the same as, or are no less favourable than, the employee's conditions of employment, including:

- (i) any service related conditions; and
- (ii) any conditions relating to redundancy; and
- (iii) any conditions relating to superannuation -
- (iv) under the employment being terminated; and

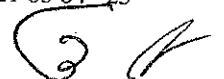
(c) The offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either:

- (ii) in the same capacity as that in which the employee was employed by the Employer, or
- (iii) in any capacity that the employee is willing to accept.

When condition (b) is not met, the employer may offer a lump payment equivalent to what the difference between the current wage and the new wage would be over a two year period.

Where the person acquiring the business does not offer the employee employment on the basis of (a), (b) and (c) above, the employee will have access to the Staff Surplus provisions.

22.3.2 Notification of a staffing surplus shall be advised to the affected employees and their Union at least one month prior to the date of giving notice of severance or enhanced early retirement to any affected employee. This date may be varied by agreement between the parties. During this period, the employer and employee, who can elect to involve their Union Representative, will meet to agree on the options appropriate to the circumstances. Where employees are to be relocated, at least three months' notice shall be given to employees, provided that in any situation, a lesser period of notice may be mutually agreed between the employee and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).



22.3.3 The following information shall be made available to the Union representatives in respect of affected employees they represent:

- (i) the location/s of proposed surplus
- (ii) the total number of proposed surplus employees
- (iii) the date by which the surplus needs to be discharged
- (iv) the positions, grading, names and ages of the affected employees
- (v) availability of alternative positions at Maniototo.

On request the Union representative will be supplied with relevant additional information where available.

#### 22.3.4 Job Search

Employees will be assisted to find alternative employment by being able to have a reasonable amount of time off work to attend job interviews without loss of pay. This is subject to the team leader/manager being notified of the time and location of the interview before the employee is released.

#### 22.3.5 Counselling

Counselling for the employee and their family will be made available as necessary.

### 23 HEALTH AND SAFETY REQUIRMENTS

The parties to this contract express their commitment to the Agreement to Develop a System and Process for Employee Participation in Workplace Health and Safety signed on the 31<sup>st</sup> of July 2003.

### 24 PAY EQUITY

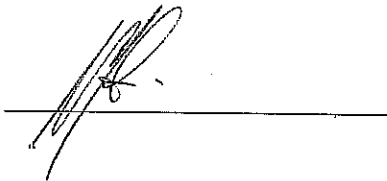
Pay equity and potential DHB increase:

- In the event that the NZNO Pay Equity claim in the DHB MECA increases rates of pay for those covered by it, Maniototo Health Services will meet with NZNO with a view to varying the NZNO/Maniototo Health Services collective agreement to match any increases within six weeks of ratification of the Pay Equity settlement by NZNO members employed by the DHB.

25 **COMPLETENESS**

This agreement replaces all previous written or verbal agreements and understandings. This is a full record of employment conditions. Any further changes shall be mutually agreed upon and added as per clause 2.0 as a variation to this agreement.


Dated this 4 day of March 20 21



Geoff Foster

For

Maniototo Health Services Ltd.



Simone Montgomery

For

New Zealand Nurses Organisation