



Manuka Street Hospital

MANUKA STREET HOSPITAL LIMITED

COLLECTIVE EMPLOYMENT AGREEMENT

2020 -2021

Contents

1.0	INTENT OF PARTIES	3
2.0	PARTIES CLAUSE	3
3.0	COVERAGE CLAUSE	3
4.0	APPLICATION OF AGREEMENT.....	3
5.0	TERM OF AGREEMENT	4
6.0	CLASSIFICATIONS	4
7.0	DEFINITIONS.....	4
8.0	HOURS OF WORK	5
9.0	HOLIDAYS	7
10.0	OTHER LEAVE	10
11.0	TERMS & CONDITIONS:	11
12.0	GENERAL PROVISIONS	14
13.0	EMPLOYMENT RELATIONS EDUCATION LEAVE	15
14.0	PROFESSIONAL DEVELOPMENT LEAVE AND REMUNERATION.....	17
15.0	KIWISAVER SCHEME:.....	17
16.0	CONSULTATION:.....	18
17.0	INDUSTRIAL RELATIONS	19
18.0	OPERATION OF AGREEMENT	21
19.0	WAGES & ALLOWANCES	21
20.0	DISPUTES RESOLUTION PROCESS	22
	MEMORANDUM OF UNDERSTANDING (1):.....	25

1.0 INTENT OF PARTIES

- 1.1 The parties agree that this agreement shall be administered in accordance with the true intent of its terms and provisions and will give each other fullest co-operation to maintain harmonious industrial relations. It shall be the duty of the employer and of the employees covered by the agreement to comply with and abide by all provisions of this agreement.
- 1.2 The terms and conditions of this agreement provide basic minimum wages, allowances and conditions of employment.

2.0 PARTIES CLAUSE

- 2.1 In accordance with the Employment Relations Act 2000, the following parties are those to whom this agreement applies:
- **MANUKA STREET HOSPITAL LIMITED (Employer)**
 - **NEW ZEALAND NURSES ORGANISATION (Union)**

3.0 COVERAGE CLAUSE

- 3.1 Coverage under this agreement extends to all nursing and nursing support staff employed by Manuka Street Hospital Limited but excludes nursing staff in permanent supervisory and management positions.

4.0 APPLICATION OF AGREEMENT

- 4.1 This agreement that is in force and is enforceable by the union and the employer that are the parties to the agreement and;
- a) Employees
 - b) Employees who are employed by the employer party to this agreement; and
 - c) who are, or become, members of the union party to this agreement; and
 - d) whose work comes within the coverage clause of this agreement.
- 4.2 A member of the union who is bound by the collective agreement and who resigns from the union and continues their employment may not be subject to any other bargaining for a collective agreement or bound by any other collective agreement until the 60th day before the expiry date of the collective agreement binding on the member before resigning as a member of the union.
- 4.3 The employer must inform a new employee, in accordance with the Employment Relations Act 2000, that:
- a) the collective agreement exists and covers work to be done by the employee; and
 - b) the employee may join the union that is a party to the collective agreement; and

- c) about how to contact the union; and
- d) if the employee joins the union, the employee will be bound by the collective agreement; and
- e) during the first 30 days of the employee's employment, the employee's terms and conditions comprise -
 - the terms and conditions in the collective agreement that would bind the new employee if the employee were a member of the union; and give the new employee a copy of the collective agreement; and
 - if the employee agrees, inform the union as soon as practicable that the employee has entered into the individual employment agreement with the employer.

5.0 TERM OF AGREEMENT

- 5.1 This agreement shall commence on 1st October 2020 and shall continue in force until 30 September 2021.

6.0 CLASSIFICATIONS

- 6.1 **"Health Assistant"** is an assistant to the nursing team performing simple tasks and as directed by a registered nurse.
- 6.2 **"Enrolled Nurse"** means a person whose name is on the roll in New Zealand as an enrolled nurse who holds a current annual practicing certificate and works under the direction and supervision of a registered nurse.
- 6.3 **"Registered Nurse"** means a person who is registered in New Zealand as a nurse and holds a current annual practicing certificate, cost of which will be reimbursed by the Hospital on production of such document.
- 6.4 **"Staff Nurse"** means a person who is registered in New Zealand as a general and obstetric nurse, a general nurse, a comprehensive nurse, a psychiatric nurse or a Psychopaedic nurse and holds a current annual practicing certificate but has less than one year's nursing experience in an approved hospital beyond the status of student and may not be required to undertake charge responsibility.
- 6.5 **"Senior Staff Nurse"** means a registered general and obstetric nurse, a general nurse, a comprehensive nurse, a psychiatric nurse or Psychopaedic nurse who holds a current annual practicing certificate and who has served as a staff nurse for one year after registration in an approved hospital.

7.0 DEFINITIONS

- 7.1 **"Year"** means 12 months continuous service substantiated by a service record (including any periods of annual or other approved leave) or its equivalent by part-time employment (2,080 hours) substantiated by service record. This shall not apply to domestic employees for whom a year shall mean 12 months continuous service substantiated by a service record

(including any periods of annual or other approved leave).

- 7.2 "Day" is a continuous period of 24 hours.
- 7.3 "Week" is any 40 hours worked within seven days.
- 7.4 "Hourly Rate" means 1/40th of the appropriate weekly wage.
- 7.5 "Allowance" is payment to an employee in addition to the ordinary base wage rate, not to be calculated into overtime as a compensation for a particular aspect of the work. Usually paid either hourly or weekly. Allowances in this agreement are contained in Clause 19.
- 7.6 "Annual Practicing Certificate" means a certificate issued pursuant to Section 51 of the Nurses Act 1977.
- 7.7 "Registered" means included in the Register of Nurses defined in Section 16 of the Nurses Act 1977.
- 7.8 "Enrolled" means included in the Roll of Nurses defined in Section 16 of the Nurses Act 1977.
- 7.9 "Duty" means the period of work required within each period of 24 hours
- 7.10 "Rostered" means subject to a pre-arranged cycle, which may extend over all seven days of the week.
- 7.11 "A Part Time Employee" shall mean an employee who is employed for a set of pre-arranged hours and days each week with a minimum of four hours per day. In addition part time employees may work additional hours as and when required.
- 7.12 "A Full Time Employee" is one who works 40 hours per week.
- 7.13 "Ward Lead" is a person who is designated by the employer to be responsible for the ward on each shift, which will include responsibilities such as acting as Fire Warden, being the Lead Nurse in the ward, and being the person in charge in times of crisis or emergency.
- 7.14 "Casual" means an employee who has no set hours or days of work and who is normally asked to work as and when required. If a permanent employee is readily contactable, will not be working overtime, is not on leave, and has made their availability for extra shifts clear to the employer, they will be offered additional duties relevant to their position and training, prior to the duties being offered to casual employees. The following clauses do not apply to casuals: standby allowance, on-call allowance, unrostered shifts allowance, PDRP payment and leave, higher duties, jury service, redundancy provisions and minimum hours.

8.0 HOURS OF WORK

8.1 ORDINARY HOURS OF WORK

- 8.1.1 The ordinary hours of work shall not exceed eight hours per day or forty hours per week on any of the seven days.
- 8.1.2 The employer and employee may agree to vary the ordinary hours provided in 8.1.1

beyond eight hours per day.

- 8.1.3 A nurse shall not be required to work more than five and a half hours continuously in any duty without a meal break. This provision shall not apply to staff where relief cannot be organized for such a meal break, in which case such staff shall be paid crib time not exceeding 30 minutes to take a meal.
- 8.1.4 An employee shall be allowed a rest period of 10 minutes within each four hours of a continuous period without deduction of pay.
- 8.1.5 An employee's weekly two days off shall be consecutive, unless otherwise agreed between the employer and employee.
- 8.1.6 Employees shall be employed for a minimum of four hours per day.
- 8.1.7 Except by mutual agreement or in an emergency situation, employees shall not be rostered for more than six days consecutively.
- 8.1.8 Except by mutual agreement or in an emergency situation, employees shall be allowed a minimum break of nine consecutive hours off duty between the work of successive duties. Where the employee receives less than the minimum break, except where mutual agreement has been reached as provided above, the employee shall be paid at the overtime rate for all hours worked after the break until the employee is released from duty for a period of at least nine consecutive hours. This sub clause shall not apply to employees on call.
- 8.1.9 Where mutual agreement is reached between the employer and employee on an ongoing basis, for the purposes of sub clauses 8.1.7 and 8.1.8 the employee shall be considered to have continued to agree until the employer is notified to the contrary.

8.2 ROSTERING

8.2.1 The employer recognises that it is ideal for an employee to have as much notice for rosters as possible. As a minimum rosters will be provided as follows:

8.2.1.1 Ward Nurses: Rosters will be provided a minimum of 2 weeks in advance, and the employer will endeavour to provide rosters 4 weeks in advance.

8.2.1.2 Theatre Nurses: Rosters will be provided a minimum of 7 days in advance, and the employer will endeavour to provide rosters 14 days in advance.

8.3 OVERTIME

- 8.3.1 All time worked in excess of eight hours in any one day or 40 hours in any one week is overtime.
- 8.3.2 Where the employer requires the employee to work past an eight hour shift due to unforeseen circumstances, all time worked in addition to eight hours in the day shall be paid at overtime rates.

- 8.3.3 Notwithstanding the above, where the employer and employee agree, hours in excess of eight hours per day may be paid at ordinary time rate. If agreement is not reached prior to working the additional overtime hours the provision in subclause 8.3.1 shall apply.
- 8.3.4 Overtime shall be paid at time and one half the ordinary rate.
- 8.3.5 Provided that overtime which is worked on any of the days on which the special holidays provided for in this agreement are observed shall be paid at double time.
- 8.3.6 Overtime rates do not apply when an employee attends training either immediately prior or after a shift.

8.4 CALLBACK

- 8.4.1 Staff required to return to work in an emergency situation outside rostered hours of duty but not as a continuation of a shift shall be paid at overtime rate for the time worked. In no case shall payment be for less than four hours at the overtime rate. For the purpose of this subclause more than one callback within the four consecutive hours shall be deemed to be one callback.

8.5 UN-ROSTERED SHIFT

- 8.5.1 Staff requested to work on an un-rostered shift, should be advised of the requirement at least 12 hours prior to the commencement of the shift. Staff advised with less than 12 hours notice, will be paid an additional 10% of their normally hourly rate

8.6 STANDBY ALLOWANCE

- 8.6.1 An employee, formally contacted by Hospital Management or Lead Senior Staff Nurse, to be on standby for likely emergency purposes, will be paid \$68.00 per standby shift. During this period, the staff member must be contactable for an immediate return to the hospital. The allowance will be paid if the staff member is notified less than 72 hours from the start of the duty. A standby shift is a qualifying shift for the purpose of accrual of additional leave as per clause 9.2.4.

8.7 HIGHER DUTIES ALLOWANCE

- 8.7.1 Where an employee is formally appointed in writing to higher position for 3 days or more a higher duties allowance of \$45.28 per day with a maximum of \$226.44 per week will be paid.

8.8 DOMESTIC VIOLENCE LEAVE

- 8.8.1 The Employer will apply this leave as per the the Domestic Violence Victim's Protection Act 2018.

9.0 HOLIDAYS

9.1 PUBLIC HOLIDAYS

- 9.1.1 Public Holidays shall refer to the following designated days:

Christmas Day

Easter Monday

Boxing Day	ANZAC Day
New Year's Day	Labour Day
The 2nd January	Queens Birthday
Good Friday	Waitangi Day
Anniversary Day of the Province	

9.1.2 Observance of Christmas Day, Boxing Day, New Year's Day, 2nd January, Waitangi Day and ANZAC day when they fall on a weekend shall be transferred to the next Monday or Tuesday.

9.1.3 If Christmas Day, Boxing Day, New Year's Day, 2nd January, Waitangi Day and/or ANZAC Day:

- (a) falls on a Saturday and the day would otherwise be a working day for the employee, the public holiday will 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.

To avoid doubt, this clause does not entitle an employee to more than 4 public holidays for the days listed.

9.1.4 Good Friday, Easter Monday, Labour Day, Anniversary Day of the Province and Queens Birthday shall be observed on the days on which they fall.

9.1.5 Those employees who work a night shift which straddles a public holiday, shall be paid at public holiday rates for those hours which occur on the public holiday and the applicable rates for the remainder of the shift. When employees work on a public holiday as provided above they will be paid at double the ordinary rate hourly rate of pay (T2) and they shall be granted an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.

9.1.6 An employee normally rostered to work on a day of observance of a Public Holiday and who is not required to work on that day shall be entitled to payment at the relevant daily pay or average daily pay in accordance with the Holidays Act 2003.

9.1.7 Public holidays that fall during any Annual Holiday will not be deducted from Annual Leave entitlement.

9.1.8 Where an employee who is rostered to work on a public holiday willfully defaults, the employee shall not be entitled to any payment.

9.1.9 Part time Employees:

Where a part time employee's days are fixed, the employee will only be entitled to public holiday provisions if the day would otherwise be a working day for that employee.

Where a part-time employee's days are not fixed, the employee will be entitled to public holiday provisions if they worked on the day of the week that the public holiday falls more than 40% of the time over the last three months. Payment will be relevant daily pay or average daily pay in accordance with the Holidays Act 2003.

9.2 ANNUAL HOLIDAYS

9.2.1 Annual holidays shall be four weeks at the end of each year of service in accordance with the Holidays Act 2003.

9.2.2 The employer shall allow employees at least two uninterrupted weeks annual leave (wholly or partly in advance by mutual agreement [subject to refund on resignation if necessary]) commencing within six months after the anniversary date of entitlement, and any balance shall be allowed within 12 months after the anniversary date.

9.2.3 The time in which annual leave entitlement may be taken shall be fixed by the employer after consultation with the employee, and in fixing that time work requirements and available rest and recreation opportunities for the employee shall be taken into account. Any unused entitlement shall be carried forward.

9.2.4 Employees who work rotating shift patterns or those who work qualifying shifts shall be entitled, on completion of 12 months employment on shift work, to up to an additional 5 days annual leave, based on the number of qualifying shifts worked. The entitlement will be calculated on the annual leave anniversary date. Qualifying shifts are defined as a shift that involves at least 2 hours work performed outside the hours of 8.00am - 5.00pm, excluding overtime, except for theatre employees who work overtime after 7pm.

9.2.5 Upon completion of five years' current continuous service with the employer, employees shall be entitled to an annual holiday of five weeks instead of four pursuant to subclause 9.2.1.

9.2.6 The fifth week's holiday may be taken in conjunction with or separately from the first four weeks as may be mutually agreed upon, or failing such agreement as the employer may decide.

9.2.7 For the avoidance of doubt, no employee shall be entitled to more than six weeks annual leave per year.

9.2.8 The parties to this collective agreement agree that the taking of a minimum of 4 weeks

paid annual leave per 12 months of employment is essential for the rest and recreation needs of all employees. As per the terms of the Holidays Act 2003 an employee may request the employer pay out a portion of the employee's entitlement to annual holidays.

A request must be in writing and may be made on 1 or more separate occasions until a maximum of 1 week of the employee's annual holidays is paid out in each entitlement year.

If an employee makes a request the employer must—

- (a) consider the request within a reasonable time; and
- (b) advise the employee in writing as to whether the employer agrees to the request.

The employer—

- (a) may decline an employee's request; and
- (b) is not required to provide the employee with a reason for declining the request.

9.2.9 Clauses 9.2.1 to 9.2.8 do not apply to casual employees. Casual employees will be paid 8% of gross earnings in addition to remuneration which will be calculated and paid each pay period in full recognition of our obligation towards holiday entitlement.

9.2.10 **Annual Shutdown** - At the discretion and direction of the employer, and with a minimum of 12 weeks' notice, employees may be required to take a maximum of three (3) weeks of their annual leave entitlements during the closure of the hospital, at Christmas/New Year.

9.3 LONG SERVICE LEAVE

9.3.1 An employee shall be entitled to special holidays as follows:

- (i) For each completed 5 years of continuous service employees will be entitled to one weeks special holiday.

9.3.2 All such special holidays provided for in subclause 9.3.1 shall be on ordinary pay as defined by the Holidays Act 2003 and may be taken in one or more periods and at such time or times as may be agreed by the employer and the employee.

9.3.3 If an employee, having become entitled to a special holiday, leaves employment before such holiday has been taken, the employee shall be paid in lieu thereof.

9.3.4 Long service leave does not apply to casual employees.

10. OTHER LEAVE

10.1 BEREAVEMENT LEAVE

After six months current continuous service with us, we will allow you to take:
Three days' bereavement leave on the death of either your spouse, parent, child, brother or sister, grandparent, grandchild or spouse's parent; and One day's bereavement leave for

the death of any other person if we accept that you have suffered a bereavement as a result of the death.

We may require you to provide evidence to support an application for bereavement leave. The employer will administer these provisions in a culturally appropriate manner, especially in the case of Tangihanga or its equivalent. The length of additional time off will be a maximum of one day.

Leave does not have to be taken in one continuous period. The leave provided for in this clause is in accordance with the leave prescribed in the Holidays Act 2003.

10.2 SICK LEAVE

10.2.1 From the commencement of employment a full time employee shall be entitled to up to ten (10) working days paid leave per annum calculated at the relevant daily pay or average daily pay in accordance with the Holidays Act 2003.

Part time employees will be entitled to the same sick leave entitlement as full time staff on a pro-rata basis. The entitlement shall not be less than the provisions of the Holidays Act 2003.

10.2.2 The employee may be required to, subject to section 68 Of the Holidays Act 2003, provide evidence to support an application for sick leave if required by the employer.

10.2.3 The employee shall advise the employer prior to the commencement of work period of inability to work because of sickness.

10.2.4 Sick leave may accumulate up to seventy (70) days by carrying forward from one year to another any unused sick leave.

10.2.5 For staff employed at 1 October 2020, those staff with sick leave balances greater than 70 days are entitled to take this leave but it shall not accrue past 70 days once the balance falls below 70 days.

10.2.6 Sick leave taken on a public holiday shall be paid at ordinary time where the employee is rostered on that holiday.

10.2.7 Sick pay shall have no cash value other than for sick leave.

10.2.8 This leave is not in addition to the Sick Leave provisions of the Holidays Act 2003.

10.3 PARENTAL LEAVE

10.3.1 The provisions of the Parental Leave & Employment Protection Act 1987 will apply.

11.0 TERMS & CONDITIONS:

11.1 TIME & WAGE RECORDS

11.1.1 Wages and time records, together with the details of the calculation of each employee's wages will be available for inspection by each respective employee or the union.

11.2 PAYMENT OF WAGES

11.2.1 Wages shall be paid fortnightly and be credited to an account in the name of the

employee not later than Wednesday after the end of the pay period.

- 11.2.2 All employees shall be supplied with details of how their pay is computed. This will include the gross rate of pay, any allowances, overtime, and the number of hours being paid for, subject to s.47 of the Employment Relations Act 2000.
- 11.2.3 The employer shall be entitled to make a rateable deduction from the wage of an employee for absence due to the default of the employee or for sickness in excess of paid sick leave entitlement or accident or leave without pay. In the case of genuine overpayment of wages the employer will discuss such overpayment with the employee and mutual agreement will be reached as to the recovery of such overpayment, subject to the Wages Protection Act.
- 11.2.4 Upon termination of employment the employer shall, on request, provide the employee with a Certificate or Letter of Service stating dates and capacity of employment.
- 11.2.5 Deductions in accordance with this clause relating to a particular pay period may be made from wages relating to subsequent pay periods.

11.3 UNIFORMS AND CLOTHING

- 11.3.1 Where uniforms, smocks, and/or protective clothing are required by the employer to be worn by staff, the employer will provide and launder such clothing.
- 11.3.2 Where protective shoes are required to be worn by the employer, the employer will provide shoes as per the criteria set out by the Health and Safety Committee. Should the employee choose to provide their own shoes (that meet the Health and Safety Committee criteria), the employer will reimburse the employee for the shoes. Each staff member is entitled to one pair of approved shoes per year, to the value of \$145.

11.4 FOOD SUPPLIED

- 11.4.1 Food supplied by the employer and consumed by the employee may be charged for at blackboard rates as advised by the Manager.
- 11.4.2 The provision of food to employees is not obligatory.
- 11.4.3 Tea, coffee, milk and sugar shall be available at lunch time and rest periods without charge to employees.

11.5 AMENITIES

- 11.5.1 Suitable facilities for changing shall be provided for staff.
- 11.5.2 Facilities for safekeeping of employees' personal belongings shall be provided.
- 11.5.3 Suitable facilities shall be provided for rest and meal intervals.

11.6 TERMINATION - GENERAL

- 11.6.1 With the exception of casual employees, an employee or the employer may terminate the employment by giving the other four weeks' notice in writing, other than in cases of summary dismissal for gross misconduct (where dismissal may be instant). In the case of casual employees one days' notice applies to this clause.

11.6.2 Where employment is terminated by either party without notice, two weeks' or one week's wages as the case may be shall be paid or forfeited in lieu of notice, except when an employee is summarily dismissed for gross misconduct, in which case the employee will be entitled to pay up to the time of dismissal only.

11.7 ABANDONMENT OF EMPLOYMENT

11.7.1 Where an employee is absent from work for a continuous period exceeding three days, without the consent of the employer or without notice to the employer, employment shall be deemed to have terminated.

11.8 STUDY LEAVE

11.8.1 An employee who is contracted for a base of greater than or equal to 24 hours per week, is entitled to 2 days per annum of study leave.

11.8.2 An employee who is contracted for a base of less than 24 hours per week, is entitled to 1 day per annum of study leave.

11.8.3 Study leave cannot be accumulated from one year to the next.

11.8.4 Study leave may be anticipated for one year in advance.

11.8.5 Study Leave is effective from 1 October 2014 and each calendar year thereafter.

11.8.6 The General Manager may approve additional study leave on a case by case basis.

11.9 JURY SERVICE

11.9.1 Where an employee is obliged to undertake jury service, the difference between the fees (excluding reimbursing payments), if any, paid by the Court and the employee's ordinary rate of pay shall be made up by the employer, provided:

- (a) that the employee produces the Court expenses voucher to the employer;
- (b) the payment is limited to a maximum of five days jury service;
- (c) the employee returns to work at all times not actually serving on the jury.

11.10 REDUNDANCY

11.10.1 The employer will comply with their good faith requirements as specified in the Employment Relations Act 2000, when considering the possibility of redundancies.

The employer shall provide the union and employees with one month's notice of any impending redundancy situation and during this time every endeavour shall be made to enable mutually agreed redeployment.

Failing mutually agreed redeployment, redundancy compensation shall be paid to the employees in accordance with the following formula:

3 years continuous service but less than 5 years continuous service: 5% of the last 12 month's salary shall be paid to the redundant employee.

5 years continuous service but less than 10 years continuous service: 10% of the last 12 month's salary shall be paid to the redundant employee.

10 year's continuous service but less than 15 years continuous service: 15% of the last 12 month's salary shall be paid to the redundant employee.

15 years continuous service but less than 20 years continuous service: 25% of the last 12 month's salary shall be paid to the redundant employee.

20 years continuous service or more: 50 % of the last 12 month's salary shall be paid to the redundant employee.

11.11 CONTINUITY OF SERVICE

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

11.12 OTHER EMPLOYMENT

11.12.1 To ensure the Employer and employees meet their respective health and safety responsibilities, as described in the employer's current code of conduct, the employee must notify the employer, in writing if they are employed by an alternative employer.

Further the employee must bring to the attention of the employer, any matter that may be a potential conflict of interest that may arise as the result of that employment.

12.0 GENERAL PROVISIONS

12.1 HEALTH & SAFETY

12.1.1 The principles that guide the parties are:

- To ensure staff confidence in health and safety (H&S) within MSH.
- To include all employees (and all unions representing employees if applicable) in participation of the management of health and safety matters at MSH.
- To assist with systematic monitoring of workplace environment to ensure consistency with the MSH Health and Safety Policy.
- To achieve legislative compliance.

12.1.2 All parties agree that employee participation is central to the process of an effective health and safety system. Manuka Street Hospital Health and Safety Committee and Health and Safety Representatives are an important part of our management system for Occupational Health and Safety. Input from employees, Union, Health and Safety Representatives, committee members and management is actively encouraged. Employees are encouraged to actively participate in all aspects of workplace health and safety and will be formally represented on Health and Safety Committee.

12.1.3 Promotion of a Healthy Workplace

The parties acknowledge that effective Health and Safety strategies must be developed with the physical, emotional and mental wellbeing of all employees as the overriding consideration within the practical resources available in the occupational setting.

12.2 SEXUAL/RACIAL HARASSMENT

12.2.1 The parties to this agreement acknowledge that sexual/racial harassment in the workplace is totally unacceptable. Sexual/Racial harassment complaints will be taken seriously, investigated and appropriate action taken. Sexual or racial harassment is considered very serious and employees found guilty will have their employment terminated.

12.3 MILEAGE ALLOWANCE

12.3.1 An employee required to use their own vehicle in the course of their employment shall be paid a mileage reimbursement rate as set by the IRD, which shall be calculated and paid fortnightly.

12.4 STAFF MEETINGS

12.4.1 Attendance at Staff meetings, called by Hospital Management, will be paid for at the staff member's normal hourly rate.

12.5 REIMBURSEMENT OF ANNUAL PRACTISING CERTIFICATE

12.5.1 MSH will pay for the Annual Practising Certificate (APC) for all staff who require and APC for their role.

13.0 EMPLOYMENT RELATIONS EDUCATION LEAVE

13.1. In accordance with the Employment Relations Act 2000 and its stated objects to provide paid leave to certain employees to increase their knowledge about employment relations the following provisions apply:

13.2 Eligible employees means:

- a) an employee who is employed by the employer bound by a collective agreement; or
- b) bargaining for a collective agreement that has been initiated; and
- c) who is a member of the union party to the agreement or the bargaining; and
- d) who is bound by the agreement or would be by the agreement being bargained for; and
- e) includes a member of the union; and
- f) who is bound by a agreement that continues in force under Section 243.

13.3 Employment relations education means;

- a) employment relations education approved by the Minister or by delegated power to one or more persons.

13.4 The union is entitled to allocate employment relations education leave to eligible employees in accordance with:

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

* a full time equivalent employee is an employee who normally works more than 30 hours per week and an employee who works less than 30 hours per week shall be counted as one half

- 13.5 The union must notify the employer of the maximum number of days of employment relations education leave calculated and the details of the calculation within 1 month after the specified date in each year prior to allocating
- a) if the union fails to notify, the union will forfeit one-twelfth of the leave for each complete month that the failure continues.
- 13.6 The union will allocate leave to an eligible employee by giving notice to the employee, and a copy to the employer, that inform:
- a) the union allocated leave to the employee, and
 - b) the number of days allocated to the employee; and
 - c) that the employee must take leave by the end of the year allocated.
- 13.6.1 The allocation of leave does not, of itself, entitle the employee to take the leave.
- 13.7 The eligible employee proposing to take employment relations education leave must tell their employer:
- a) that they propose to take the leave; and
 - b) the dates on which they propose to take the leave; and
 - c) the employment relations education that they propose to undertake during that leave.
- 13.7.1 An employee must not take the leave unless clause 13.8 has been complied with and no later than 14 days before the first day of such leave.
- 13.8 The employer may refuse to allow leave, if satisfied, on reasonable grounds, that leave on the notified dates would unreasonably disrupt the employer's business.
- 13.9 The employer must pay an eligible employee their ordinary pay for every day or part of a day taken as employment relations education leave.

14.0 PROFESSIONAL DEVELOPMENT LEAVE AND REMUNERATION

14.1 It is recognised that professional development will benefit the employer's business. To this end the employer has accepted in full the Southern Cross PDRP and the scheme will be operated in accordance with the policy and directions of Southern Cross Healthcare.

14.2 A newly employed nurse has 6 months from the commencement of their employment at MSH to submit PDRP Level 3.

14.3 The following entitlements will be paid following successful completion of the programme, on a pro-rated basis and will be paid as per the PDRP Policy:

Registered Nurses:

Level 2 \$2500 per annum

Level 3 \$3000 per annum

Level 4 \$4000 per annum

Enrolled Nurses:

Level 1 \$2000 per annum

Level 2 \$4000 per annum

14.4 A Registered Nurse at Level 2 is not entitled to PDRP leave.

14.5 A Registered Nurse at Level 3 is entitled to one day PDRP leave when the portfolio has been successful. They will be entitled to one day each year thereafter while the PDRP is current. For clarity an employee at Level 3 will only be entitled to one day per PDRP year.

14.6 A Registered Nurse at Level 4 and 5 is entitled to two days PDRP leave when the portfolio has been successful. They will be entitled to two days each year thereafter while the PDRP is current. For clarity an employee at Level 4 and 5 will only be entitled to two days per PDRP year.

14.7 An Enrolled Nurse at Level 1 and 2 is entitled to one day PDRP leave when the portfolio has been successful. They will be entitled to one day each year thereafter while the PDRP is current. For clarity an employee at Level 1 and 2 will only be entitled to one day per PDRP year.

15.0 KIWISAVER SCHEME:

15.1 The Employer provides the opportunity for employees to join the KiwiSaver Scheme in accordance with the legislation.

16.0 CONSULTATION:

Introduction

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.

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.

Therefore the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters.

The Employer accepts that NZNO delegates are the recognized channel of communication between NZNO and the Employer in the workplace.

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.

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.

Consultation

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.

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.

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.

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.

Where a consultation process is initiated it will be as follows:

- i) 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.
- ii) Sufficient information must be provided by the employer to enable the party/parties consulted to develop an informed response.
- iii) 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.
- iv) Genuine consideration must be given by the employer to the matters raised in the response.
- v) The final decision shall be the responsibility of the employer.

17.0 INDUSTRIAL RELATIONS

17.1 ACCESS TO WORKPLACE

17.1.1 A representative of the Union, party to this agreement, is entitled, in accordance with the provisions of the Employment Relations Act 2000 to enter the workplace for:

- a) Purposes related to members employment or the union’s business to:
- b) participate in bargaining for a collective agreement or deal with matters concerning health and safety of union members or
- c) monitor compliance with the operation of the agreement, or any Acts dealing with employment related rights of union members or to seek compliance with relevant requirements where non-compliance is detected.

17.1.2 The purposes related to a union's business include:

- a) to discuss union business with members.
- b) to seek to recruit employees as union members.
- c) to provide information on the union and union membership to any employee on the premises.

17.1.3 A representative of the union may enter a workplace if:

- a) the representative believes, on reasonable grounds, that a member is working or normally works in the workplace; or
- b) believes, on reasonable grounds, that the union's membership rule covers an employee who is working or normally works in the workplace.

17.1.4 A representative of the union exercising the right to enter a workplace:

- a) may do so at reasonable times during any period that an employee is working; and

- b) in a reasonable way, having regard to normal business operations; and
- c) comply with existing reasonable procedures and requirements applying in respect to the workplace that relates to health and safety or security.
- d) at the time of initial entry and, if requested by the employer or representative of the employer, at any time after entering the workplace, give the purpose of the entry and produce evidence of identity and of their authority to represent the union.

17.1.5 A representative of the union exercising the rights to enter a workplace;

- a) is unable, despite reasonable efforts, to find the employer or representative the union representative must leave in a prominent place in the workplace a written statement of;
 - b) the identity of the person who entered the premises and the union, the date and time of entry and the purpose(s) of entry.

17.1.6 Nothing in the above clauses allows the employer to unreasonably deny a representative of the union access to the workplace.

17.2 UNION MEETINGS

17.2 The unions may hold union meetings of their members on the employer's premises for up to a total of four hours per calendar year, for matters directly associated with the Manuka Street Hospital, provided that:

- (i) The union shall give at least 14 days written notice of intention to hold such a meeting;
- (ii) Satisfactory arrangements for the maintenance of essential services are agreed to with the union;
- (iii) Meetings shall be arranged at the hospital on the date and at a time as agreed upon between the employer and the union;
- (iv) Workers return to work as soon as practicable after the conclusion of such meetings;
- (v) The employer shall be entitled to make a rateable deduction from weekly wages of workers who do not comply with the above or are absent at meetings in excess of that total time of four hours per calendar year agreed to with the union; and
- (vi) The union shall provide a list of those who attended at the employer's request.

17.3 UNION FEES

17.3.1 The employer at the written request of employees shall deduct all current union dues from wages and shall remit them to the appropriate union.

17.4 RECOGNITION OF DELEGATES

17.4.1 The union delegates shall be recognized by the employer following written confirmation

of their election from the union office.

- 17.4.2 The employer shall not make a wages deduction for any reasonable time spent by the delegate/s on union business within the hospital.
- 17.4.3 Should a delegate wish to meet with more than one other staff member in work time he/she will seek permission of the General Manager prior to the meeting taking place.
- 17.4.4 Delegate shall be paid for attendance at delegate training days and attendance at agreement negotiations at normal hourly rates.

18.0 OPERATION OF AGREEMENT

18.1 VARIATION OF AGREEMENT

- 18.1.1 Variation to the agreement shall be pursuant to s.23 of the Employment Relations Act 2000 and shall be determined by the ratification procedure of this agreement.
- 18.1.2: **No Pass on:** It is agreed that the terms of this agreement will not be passed on to Non-Union Members except as provision is made to apply clause 30 per the Employment Relations Act.

19.0 WAGES & ALLOWANCES

		01/10/2020	
DESIGNATION	Service Steps	Per Annum	Per Hour
Health Assistants	Year 1	43,383.60	20.8575
	Year 2	44,934.53	21.6031
	Year 3	47,747.61	22.9556
	Year 4	51,034.21	24.5357
Enrolled Nurse	Year 1	49,570.87	23.8322
	Year 2	51,651.41	24.8324
	Year 3	55,067.34	26.4747
	Year 4	63,086.40	30.33
Staff Nurse	Year 1	56,767.90	27.2923
Senior Staff Nurse	Year 2	61,451.31	29.5439
	Year 3	65,282.02	31.3856
	Year 4	68,974.20	33.1607
	Year 5	76,659.17	36.8554
	Year 6	78958.93	37.9610
	Year 7	81,327.70	39.0999

ALLOWANCES

Ward Lead: \$26.00per shift

Theatre Nurse Flexibility Allowance: \$1.50per hour worked in the theatre suite, for Theatre and PACU Nurses only, to recognise the flexibility in hours of work required in starting times, finishing times and breaks.

PENAL RATES:

Weekend Rates: Applies to ordinary time(other than overtime) worked after midnight Friday/Saturday until midnight Sunday/Monday shall be paid at time one half (T0.5) on addition to the ordinary hourly rate of pay.

Public Holiday Rate: Applies to those hours which are worked on the Public Holiday. This shall be paid at double the ordinary hourly rate (T2).

Night Rate: Applies to ordinary hours of duty (other than overtime) that fall between 8pm and 7am from Midnight Sunday to midnight Friday/Saturday and shall be paid at quarter time(T0.25) in addition to the ordinary hourly rate of pay.

Overtime and weekend/public holiday or night rates shall not be paid in respect of the same hours; the higher rate will apply.

SHIFTLEAVE:

<u>Number of Qualifying Shifts</u>	<u>Additional Annual Leave</u>
121 or more	5 days
96 - 120	4 days
71 - 95	3 days
46 - 70	2 days
21 -45	1 days

Qualifying shifts are defined in 9.2.4

20.0 DISPUTES RESOLUTION PROCESS

If employment problems do arise, employers and employees should try to resolve the problems themselves. This will save time and help preserve the working relationship.

Be clear about and check the facts - clarify what the problem is and make sure there really is a problem and that you have not assumed or misunderstood something.

Talk to each other - employers and employees should try to resolve the problem by discussing it with each other as both parties have a responsibility to do so. Union members can ask their union

and employers can ask their representative to approach the other party for them.

Clarify whether you still have a problem and if so what it is - discuss the problem with advisers and find out what your employment agreement says and/or what the law is.

What are the next steps - if the problem is not resolved by discussion, either party may:

- contact Employment Relations Infoline for information or a referral to mediation.
- participate in mediation provided by the Employment Relations Service or by agreement with your own mediator.
- choose to have the mediator provided decide the matter for you, and that decision will be binding on the parties.
- take the problem to the Employment Relations Authority for a decision. If not satisfied with the decision of the Authority go to the Employment Court for a judicial hearing.

In any workplace problem, employers and employees have the right to be represented by any person or organization they choose, such as a union or employers association.

Taking things further - Dismissal or unfair treatment - Personal Grievances: The Employment Relations Act gives all employees the right to pursue a personal grievance if they think they have been:

- unjustifiably dismissed
- disadvantaged by an unjustifiable action by their employer.
- discriminated against on the basis of their colour, race, ethnic or national origins, sex, marital or family status, age, disability, religious or ethical belief, political opinion, employment status, sexual orientation, or involvement in union activities.
- sexually or racially harassed at work.
- subject to duress because of their membership or non-membership of a union.

In accordance with the Employment Relations Act 2000, a new employee may be subject to a trial period of up to 90 days. An employee whose employment is terminated in accordance with the trial period may not bring a personal grievance or legal proceedings in respect of the dismissal. The trial period does not prevent an employee from bringing a personal grievance on any of the following grounds:

- that the employee's employment, or 1 or more 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 that the employee has been discriminated against in the
- employee's employment; or
- that the employee has been sexually harassed in the employee's employment; or
- that the employee has been racially harassed in the employee's employment; or
- 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; or
- that the employee's employer has failed to comply with a requirement of Part 6A of the Employment Relations Act 2000.

Employees or their representatives must raise their personal grievance with the employer and say they want something done about it within 90 days of the action complained of, or the date they became aware of it whatever is the later.

If the employer is not told about the grievance within 90 days, the employer need not consider it unless the Employment Relations Authority accepts that the delay was caused by exceptional circumstances.

Employees or their representatives who have been dismissed can ask the employer for a written statement of the reasons for the dismissal within 60 days after the dismissal or after the date they became aware of it. The employer must give the statement on request within 14 days of being asked.

Employees can choose either the Employment Relations Authority or the Human Rights Act 1993, but not both procedures, to pursue personal grievances in instances of discrimination, sexual or racial harassment.

RIGHTS UNDER EMPLOYMENT AGREEMENTS

If employers and employees believe that their employment agreement has been breached or changed without their agreement, they should ensure all parties know about the problem and follow the steps for problem solving. If the problem solving steps do not work the following actions can be taken:

If there is disagreement about what the agreement means, or how it should be applied or operated, an approach can be made to the Employment Relations Authority for a decision.

If there is no disagreement about what the agreement says, one party can ask the Employment Relations Authority to order the other party to keep to the agreement.

If one party believes the other party has breached the agreement, that party can ask the Employment Relations Authority to deal with the breach.

BREACH OF EMPLOYMENT LAW

If an employer has breached any law affecting the employment relationship, employees should follow the steps for resolving workplace problems.

If that does not work, employees or unions can:

- Apply to the Employment Relations Authority for a compliance order if it is believed that the employer has breached the Employment Relations Act in relation to such matters as union access to workplaces, union meetings, informing new employees about their rights, providing reasons for dismissal, getting the work of striking workers done by other workers, keeping time and wages records or obligations to deal with each other in good faith.
- Apply to the Employment Relations Authority for a penalty action if it is believed that the employer has breached the Act in relation to any of the above matters except good faith or providing reasons for dismissal.

MEMORANDUM OF UNDERSTANDING (1):

The memorandum is not intended to limit the right of management of Manuka Street to manage and be responsible for the deployment of staff. It reserves the right (in order to meet the service needs of the hospital), to increase staff numbers by advertising any such requirements both internally and externally. Management will consider prior to any such decisions being made as to whether the needs of the services being provided by Manuka Street, can be met by extending the number of hours to existing rostered duties and if able to do so will offer those additional hours to existing staff.

Signed for and on behalf of:

Manuka Street Hospital Limited:




Margaret Gibbs

16/12/2020
Date:

Signed for and on behalf of:

The New Zealand Nurses Organization (Inc).



Daniel Marshall

16/12/2020
Date:

Memorandum of Understanding (2)

Between Manuka Street Hospital Limited and New Zealand Nurses Organisation

4 November 2014

Working Party

The Parties agree to form a working party during the term of the Agreement and use best endeavours to discuss and if possible reach agreement on the following: upon negotiation on terms of reference for the working party, to reach agreement on the following:

- Discuss a merit payment and career progression scheme.

Signed for and on behalf of:

Manuka Street Hospital Limited:

Margaret Gibbs

Date:

Signed for and on behalf of:

The New Zealand Nurses Organization (Inc).

Daniel Marshall

Date:

Memorandum of Understanding (3)

Between Manuka Street Hospital Limited and New Zealand Nurses Organisation

26 November 2020

Annual Shutdown Christmas and New Years 2020 - 2021

The Parties acknowledge and agree that as a consultation with affected employees had already taken place prior to the ratification of this agreement, despite Clause 9.3.10, the Employer may close down the hospital for the 2020 – 2021 holiday period. The dates of this shut down will be from Monday 21 December 2020 to Monday 18 January 2021. The reason for this shutdown is to allow critical work on the ward building project to undertaken without interruption or inconvenience to the contractors, employees or patients. All employees will be affected by this shutdown, and will be directed to take annual leave over this period. Employees who do not have sufficient annual leave balances to cover this period may be advanced annual leave or take unpaid leave.

Signed for and on behalf of:

Manuka Street Hospital Limited:

Margaret Gibbs

Date:

Signed for and on behalf of:

The New Zealand Nurses Organization (Inc).

Daniel Marshall

Date: