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## *Collective Employment Agreement*

Between

***Marne Street Hospital Ltd***

**&**

***The New Zealand Nurses Organisation***

**1<sup>st</sup> October 2020- 30<sup>th</sup> September 2021**

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## **1 Application & Parties**

This collective employment agreement is made pursuant to the Employment Relations Act 2000 (plus any amendments) between Marne Street Hospital Ltd (hereinafter referred to as the employer) and the New Zealand Nurses Organisation (hereinafter referred to as the NZNO).

The employees agree to be bound by the Employer's notified rules, policies (including the policy on sexual harassment) and procedures.

## **2 Pass On Clause**

The parties agree that the following process will apply to the fixing of terms and conditions for non-union workers.

- 2.1 A genuine bargaining process will take place between the employer and each individual worker who is not a union member, for existing employees. And;
- 2.2 New Employees engaged in work described in Clause 3 will be offered the terms and conditions of this collective agreement for the first 30 days of their employment.
- 2.3 The Union parties agree that this process satisfies the employers obligation to consult with them pursuant to s.59B (6)(b) of the Employment Relations Act, provided that this process is applied to every non-union member (who may be offered the same or substantially the same terms and conditions as those set out in this collective agreement.

## **3 Coverage**

This agreement applies to waged employees who are Registered Nurses, Enrolled Nurses, Hospital Aides, Diversional Therapists, Activities Coordinators, receptionist, and related kitchen and housekeeping staff engaged in duties at Marne Street Hospital Ltd who are members of the New Zealand Nurse Organisation.

## **4 Aim of Agreement**

### **Commitment**

Parties to this Agreement are committed to ensuring the success of the employer by making it an efficient, productive and competitive operation.

## **5 Definitions**

- 5.1 “Waged employee” shall mean an employee who has an hourly rate of pay.
- 5.2 “Week” is defined as midnight Sunday/Monday to midnight Sunday /Monday for the purpose of calculating the pay week.
- 5.3 “Casual employee” means an employee who has no set hours or days of work and who is normally asked to work as and when required and who does not have an expectation of continuing work.
- 5.4 “Registered Nurse” means a person as defined by the Health Practitioner’s Competence Assurance Act 2003 as a Registered Nurse.
- 5.5 “Enrolled Nurse” has the same meaning as in the Health Practitioner’s Competence Assurance Act 2003.
- 5.6 “Domestic” means those employees wholly employed to provide cleaning and domestic duties and other supportive duties directed by the employer.
- 5.7 “Hospital Aide” shall refer to an employee wholly or substantially engaged in assisting older persons, residents or patients in their activities of daily living and such other attendant duties as required including aiding nurses in medical/nursing care.
- 5.8 “Diversional Therapists” means an employee who has completed a nationally recognized Diversional Therapist training course.
- 5.9 “Receptionist” means an employee employed to answer the phone receive visitors and perform administration duties as required by the manager.
- 5.10 “Split Shift” is when more than one shift is worked in a working day. A break of more than 1 hour must be between the 2 shifts before it is deemed to be a split shift.
- 5.11 “Full time employees” are those employed for more than 35 hours per week.

## **6 Duties**

The employees shall be engaged in such duties as required of their positions as outlined in their job descriptions. The job descriptions may be reviewed or amended at any time by the employer, after consultation with the employees, to reflect the changing operational needs of the business.

## **7 Probationary Period**

A probationary period shall apply for all new employees for the first 3 months of employment, to assess and confirm suitability for the position. Any difficulties, which arise during this probation period, shall be discussed promptly and the employee shall be warned if the employer is contemplating termination.

## **8 Remuneration**

- 8.1 Wages shall be paid in accordance with rates outlined in Clause 12 of this agreement.  
Each hour shall be divided in to a minimum of quarter hours for the purpose of calculating entitlements and deductions.
- 8.2 Wages shall be paid fortnightly by direct credit into a bank account nominated by the employee.
- 8.3 Employees shall be paid a minimum of 2 hours on any day worked.
- 8.4 The employees hereby consent under the Wages Protection Act 1983, to allow the employer, and where the employee agrees , to make reasonable deductions from the employees pay or holiday pay in the event of;
- 8.4.1 overpayment by the employer; or
  - 8.4.2 any unauthorised absence or default of the employees; or
  - 8.4.3 any misappropriation of money or property by the employees; or
  - 8.4.4 the employees owing any debt to the employer, including any unauthorised expenditure incurred by the employees on behalf of the employer; or
  - 8.4.5 agreement between the employer and the employees over specific deduction(s).
- 8.5 Employees who are asked to change shifts to provide cover because of sickness etc will not be disadvantaged and paid fewer hours than rostered to work

## **9 Overtime**

- 9.1 Overtime is time worked in excess of eight hours per day, or after forty hours per week (or for those who work 4 days on 2 off on the full 8 hour shifts, overtime is paid if they work an extra shift), when specifically requested by management to work these hours.
- 9.2 Overtime will be paid at a rate of time and one half.

- 9.3 Overtime will not be paid when employees offer or volunteer to work over their 8-hour day or 40 hour week.

## **10 Shift Allowances**

For the purposes of this agreement shifts will be defined as follows

### **10.1 *Hospital Aides***

#### **10.1.1 Grand parented clause**

From the ratification date of this agreement 25th September 2017, those staff who are currently employed as Hospital Aids and are now receiving the Weekend and Night Shift Allowance, who were employed prior to 1<sup>st</sup> July 2017, will continue to receive an hourly allowance based on 5% of their hourly rate as at 30<sup>th</sup> June 2017. This payment will continue for all nights and weekends worked for the term of their remaining employment. The principle is that no existing employee as at 25 September 2017 will be disadvantaged.

Appendix 1

#### **10.1.2 Hospital Aids Employed from 26 September 2017**

All Hospital Aids employed after the ratification date of this agreement 25 September 2017 will not be eligible for the Hospital Aid Weekend and Night Shift Allowance.

### **10.2 Registered and Enrolled Nurses**

10.2.1 Weekend – 10% loading on the base hourly rate for working morning and afternoon duties.

10.2.2 Night Shift – Any duty where the majority of the ordinary hours are worked between midnight and 0700. All hours worked during this period qualify for a 10% loading on the base hourly rate

#### **10.2 Split shifts**

Split shifts may be worked. Workers employed on split shifts shall be paid \$4.00 per day in excess of that day's pay. A break of more than one hour is considered a split shift.

## **11 On call Allowance**

Registered Nurses requested to cover on call for the Nurse Manager will be paid \$21.50 per day.

## 12 Wage Scales

Principles:

Marne St Hospital will endeavour to maintain the relativities in the pay scale against the new Care and Support workers settlement for EN and RNs, and in line with the annual funding increase provided by the DHB Age-Related Residential Care Services Agreement.

With the governing principles being:

- Enrolled nurses are paid more than caregivers
- Registered nurses are paid more than caregivers
- The registered nurse pay scale extends beyond the enrolled nurse pay scale

12.1 The following wage scale of ordinary rates shall apply.

### Registered Nurses

<u>Step 1</u>	<u>27.62</u>
<u>Step 2</u>	<u>29.89</u>
<u>Step 3</u>	<u>32.94</u>
<u>Step 4</u>	<u>34.00</u>
<u>Step 5</u>	<u>35.02</u>
<u>Step 6</u>	<u>36.23</u>

\*\* This scale would become operational on the anniversary of the RN

### Enrolled Nurses

<u>Step 1</u>	<u>27.00</u>
<u>Step 2</u>	<u>27.50</u>

### Domestics

<u>Step 1</u>	<u>18.90</u>	increasing to new minimum wage 1 April 2021
<u>Step 2</u>	<u>19.30</u>	increasing to 40 cents per hour more than minimum wage 1 April 2021

### Receptionist

<u>Step 1</u>	<u>21.80</u>
<u>Step 2</u>	<u>22.20</u>

Progression: by annual increment at anniversary date, subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised

**Pay Equity Settlement rates for Hospital Aids, Diversional Therapists and Activity Coordinators.**

This table will be up dated yearly to reflect the Care and Support Workers Settlement 2017.

For Hospital Aids, Diversional Therapists and Activity Coordinators (staff) employed by Marne St Hospital as of 30<sup>th</sup> June 2017, the following transition rates apply:

<i>Length of Service</i>	<i>Qualification</i>	<i>Step</i>	<i>1 July 2019 to 30<sup>th</sup> June 2021</i>	<i>1 July 2021</i>
<i>&lt;3 years' service OR</i>	<i>Level 0*</i>	<i>1</i>	<i>\$20.50</i>	<i>21.50</i>
<i>3+ to 8 years' service OR</i>	<i>Level 2*</i>	<i>2</i>	<i>\$21.50</i>	<i>23.00</i>
<i>8+ to 12 years' service OR</i>	<i>Level 3*</i>	<i>3</i>	<i>\$23.00</i>	<i>25.00</i>
<i>12+ years' service OR</i>	<i>Level 4*</i>	<i>4a **</i>	<i>\$24.50</i>	<i>26.00</i>
		<i>4b</i>	<i>\$25.50</i>	<i>27.00</i>

*\*"Qualifications" are those recognised by NZQA or equivalent for the purposes of the Pay Equity Settlement.*

*\*\* Level 4a (see above) applies to existing Marne St Hospital employees who reach 12+ years' service AFTER 1<sup>st</sup> July 2017, who DO NOT have a Level 4 qualification.*

Currently employed Hospital Aids, Diversional Therapists and Activity Coordinators as at 30<sup>th</sup> June 2017 will continue to move up the levels on service **as well** as by achieving qualifications and shall receive the highest rate for either service or qualification.

For Hospital Aids, Diversional Therapists and Activity Coordinators employed by Marne St Hospital from the 1<sup>st</sup> July 2017 onwards, the above rates will apply and be based **ONLY** on Qualification Levels, not service.

- 12.2 Employees will commence on a scale that reflects their previous experience and qualifications.
- 12.3 An annual performance based wage review will coincide where possible with the employee's performance appraisal.



- 12.4 Progression through the steps will be based on several merit factors including work performance, demonstrated competence, initiative and commitment.  
For employees covered by the Care and Support Workers (Pay Equity) Settlement Bill, progression will be the applicable hourly wage set out in **Schedule 2**; of the Bill.
- 12.5 The wage review process will at all times involve the employees.
- 12.6 Employees may be paid at rates above those specified in the above scale, to reflect particular levels of competence and skill.

### **13 Hospital Aids Training Expectations**

Marne St Hospital will ensure that care and support workers are able to attain:

- The New Zealand Certificate in Health and Wellbeing level 2 (or equivalent) within the first twelve months of employment; and
- The New Zealand Certificate in Health and Wellbeing level 3 (or equivalent) within the first three years of employment; and
- The New Zealand Certificate in Health and Wellbeing level 4 (or equivalent) within the first six years of employment.

Marne Street Hospital will provide the necessary systems and support to enable carers to attain the NZ qualifications required in the Care and Support Workers (Pay Equity) Settlement Agreement. Staff will be entitled to (2) two paid study leave days as allocated in the above Agreement.

### **14 Practicing Certificates**

- 14.1 Where employees are required by law, and as part of their employment, to hold a Practicing Certificate the employer will.
- 14.2 For employees who work only for Marne Street Hospital Ltd, reimburse the employee in full including GST.
- 14.3 For employees who work for more than one employer reimbursement will be on a pro rata basis.

### **15 Hours of Work**

- 15.1 Hours of work shall be set by the employer, after consultation with the employees, having regard to the operational requirements of the business, and the need to provide a 24 hour service 7 days a week. The employees may be required to work in excess of their usual daily hours to meet the operational requirements of the business.

- 15.2 Where practicable, the employer shall give the employees at least one week's notice of any change to the employee's hours of work. When unforeseen circumstances arise preventing the giving of one week's notice of any change in hours of work, the employer shall endeavour to give the employees as much notice as is reasonable in the circumstances.
- 15.3 Tea and Meal breaks shall be allowed and taken at such times that suit the contingencies of the business.
- 15.3.2 Where the duration of a shift is more than six hours but not more than 8 hours, two 10 minute rest breaks and one 30 minute unpaid meal break will be provided.
- 15.3.3 Where the duration of a shift is more than 8 hours the same breaks as set out above shall apply as if the employee's work period had started at the end of the eighth hour.
- 15.3.1 After three hours worked employees may take a 10 minute break, after five hours worked employees may take a 30 minute unpaid meal break.
- 15.4 Where an employee has additional individual terms of employment, including the employee's minimum guaranteed hours of work, and any flexibility relating to those terms will be contained in the Letter of Offer and Individual Employment Conditions Agreement presented to the employee. Any agreed variation to shall be recorded and a copy provided to the employee
- 15.5 A copy of the employees shift times will be recorded in the Individual Employment Conditions Agreement.

## **16 Health and Safety**

The parties to this agreement express their commitment to Health and Safety in employment. Work shall at all times be carried out in a responsible, safe and efficient manner in accordance with any statutory or regulatory requirements.

The employees shall abide by the Health and Safety rules outlined in the staff handbook.

## **17 Annual Holidays**

- 17.1 On completion of each year of continuous service with the employer, the employees shall be entitled to four (4) weeks annual holiday to be granted and taken in accordance with the Holidays Act 2003

- 17.2 Annual leave and alternative holidays (days in lieu of Public Holidays) shall not be allowed to accumulate in excess of six normal working weeks, unless prior agreement is reached with management.

## **18 Long Service Leave**

After 10 years of continuous service at Marne Street Hospital Ltd Employees shall be entitled to one (1) week of paid leave.

- 18.1 This leave is a one off, is paid at the ordinary hourly rate for the hours normally worked in a week.
- 18.2 It cannot be cashed in.
- 18.3 Must be applied for and taken as a week's leave, not in increments.
- 18.4 Must be taken in the year that it falls due.

## **19 Public Holidays**

The following shall be paid public holidays if they fall on days which the employees otherwise would be required to work:

New Year's Day	Good Friday	Christmas Day
2 <sup>nd</sup> January	Easter Monday	Boxing Day
Waitangi Day	Sovereign's Birthday	Anniversary Day (23 <sup>rd</sup> March)
ANZAC Day	Labour Day	

These public holidays shall be observed on the days they actually fall.

The employees agree to work on public holidays if rostered to do so.

- 19.1 If the employee works on a public holiday that is otherwise a working day, the employee shall become entitled to an alternative holiday (a paid day off in lieu).
- 19.2 If the employee works on a public holiday that is not otherwise a working day, the employee will be entitled to payment at the appropriate rate but will not become entitled to an alternative holiday.
- 19.3 If the employee works on a public holiday the appropriate rate the employee will be paid is the portion of the employees' relevant daily pay for the hours actually worked, plus half that amount again.
- 19.4 Where a public holiday falls on a day normally scheduled to be worked and the employee does not work on that day, the employee shall be paid for on the basis of the hours normally scheduled for work on that day at the relevant daily pay.

- 19.5 The employees and employer shall endeavour to agree when the alternative holiday shall be taken. If no agreement is reached, the employer shall give the employee no less than 14 days' notice of when the alternative holiday shall be taken.
- 19.6 Overlapping shifts; where a shift overlaps into a public holiday or commences on a public holiday and overlaps into a day which is not a public holiday, the public holiday will be observed on the shift where the majority of the hours are worked on a public holiday
- 19.7 **Mondayising**  
 Certain public holidays are already "mondayised" under the Act. If Christmas Day, Boxing Day, New Year's Day or 2 January fall on either a Saturday or Sunday (and that day would not otherwise be a working day), then those public holidays are to be treated as falling on the following Monday or Tuesday. Similarly under the new "mondayising" Act, if Waitangi Day or ANZAC day falls on Saturday or Sunday (and that day would not otherwise be a working day), then those public holidays should be treated as falling on the following Monday

## **20 Sick Leave**

The following provisions recognise and include any entitlement to Sick Leave under the Holidays Act 2003

### 20.1 Upon completion of six months continuous service:

20.1.1 Employees who work more than thirty-two hours per week shall be entitled in each ensuing 12 months to 6 working days sick leave up to a maximum of 25 days.

20.1.2 Employees who work less than thirty-two hours per week shall be entitled in each ensuing 12 months to 5 working days sick leave up to a maximum of 20 days.

### 20.1.3 Grand Parented Clause

From ratification of this agreement, those staff who are currently employed and are now receiving the ten days sick leave will continue to receive this allocation for the term of their employment. See appendix Two

### 20.2 Sick leave may be taken when:

- 20.2.1 The employee is sick; or
- 20.2.2 The spouse (defined to include de facto partners – including same sex partners) of the employee is sick; or
- 20.2.3. A person who depends on the employee for care is sick or injured.
- 20.3 Any unused sick leave shall not be payable upon termination of this agreement.
- 20.4 Sick leave shall be paid at the relevant daily pay for the number of hours normally worked on the day of absence
- 20.5 The employer may request a medical certificate when the employee has been on sick leave after three or more calendar days
- 20.6 The employer shall also have the right to require employees to produce additionally a medical certificate at the employers expense from a doctor nominated by the employer
- 20.7 The employee shall ensure that notice is given to the employer as soon as practicable on the first day of absence.

## **21 Bereavement Leave**

- 21.1 The employees shall, subject to satisfactory proof being produced, be allowed bereavement leave for up to a maximum of 3 days (not necessarily immediately or consecutively) on pay on the death of the employees: spouse, child, grandchild, parent, brother or sister, mother/father in-law, grandparent.
- 21.2 Bereavement leave of 1 day can be granted for those deaths outside the close family, which causes the person to suffer bereavement. The employer must take into consideration the following:
  - 21.2.1 the closeness of the association between the employee and the deceased person:
  - 21.2.2 whether the employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death
  - 21.2.3 any cultural responsibilities of the employee in relation to the death.
- 21.3 If an employee suffers multiple bereavements at the same time, he or she is entitled to the three (or one) days' leave per death.

21.4 The employer at its discretion may also allow the employees to use sick leave in the case of bereavement, or grant additional leave with or without pay. This clause recognises any entitlement to bereavement leave or special leave under the Holidays Act 2003.

## **22 Parental Leave**

Parental Leave shall be allowed in accordance with the Parental Leave Employment Protection Act 1987 together with any amendments.

## **23 Domestic Violence Leave**

The provisions of the Domestic Violence –Victims Protection Act 2018 shall apply.

Please see policy QAS 47

## **24 Study Leave**

Employees, who are asked by the employer to attend compulsory meetings or education sessions, shall be paid ordinary time for the hours that they attend.

24.1 Full time employees may be allowed **16** hours per year to attend courses of study approved by the Manager, pro-rated to no less than **8** hours for part time employees.

24.2 Employees shall be paid ordinary time for the hours that they attend.

## **25 Employment Protection**

25.1 The Employment Relations Amendment Act (No.2) 2004 requires Employers to provide employment protection for Employees affected by a proposal to sell, transfer or contract out all or any part of their business operations to a New Employer.

25.2 If the proposal affects an Employee in a cleaning, laundry or catering position as specified in Schedule 1A of the Act, the Employee has the right to transfer to the New Employer on their existing terms and conditions. If the proposal affects an unspecified position, the Employer will endeavour to negotiate continued employment for staff affected by the proposal on the same or similar terms and conditions of this agreement with the New Employer.

- 25.4 The Employer shall consult with any Employee affected by the proposal and the union, providing sufficient information to allow meaningful consultation. The Employee's and unions suggestions or alternatives shall be considered before the Employer asks the Employee to choose whether to transfer or accept any alternative offer.
- 25.5 Where the Employee elects not to transfer or accept an alternative offer the Redundancy provisions of the current agreement between the parties shall apply.

## **26 Co-operation and Management of Change**

The parties to this agreement commit themselves to effective and ongoing communication on employee relation matters. The initial contact for the employer will be the onsite delegates. Genuine consideration will be given by the employer on all matters raised. The final decision shall be the responsibility of the employer.

## **27 Redundancy**

- 27.1 For the purposes of this agreement, redundancy shall occur where a position(s) has become surplus to the business operation of the employer.
- 27.2 In the event of the business being sold or a change of ownership for whatever reason, and when the employees are kept and the conditions are the same, that this will not be deemed as redundancy. During this period the employer agrees to fully consult with the union and the employees.
- 27.3 Where redundancy does arise, the employer will consult with the union and employee over the circumstances. . Where no alternative position with the employer is available, the employer shall give four weeks' notice in writing to those affected employees, or pay four weeks wages in lieu of notice. Such notice shall be worked or paid at the employer's discretion. No other redundancy compensation shall be paid.

## **28 Abandonment of Employment**

Where the employee has been absent from work for a period of two or more consecutive working days, and the employee has failed to ensure notice of absence has been given to the employer, then the employee shall be deemed to have terminated their employment unless a satisfactory reason for the absence can be given.

## **29 Employment Relationship Problems**

The procedure for handling employment relationship problems is attached to this agreement as Schedule 1.

## **30 Disciplinary Procedures**

In cases of serious misconduct, the employer shall have the right to dismiss the employee summarily; a disciplinary procedure is in the staff handbook.

This procedure will also be followed if other events warranting discipline arise or the employee is not maintaining the performance standards established by the employer.

## **31 Confidentiality**

As employees of Marne Street Hospital Ltd. you will be exposed to information relating to this company and its clients that is confidential. All information should be treated as strictly confidential unless otherwise directed.

## **32 Termination of Employment**

- 32.1 All employees shall give or receive four weeks' notice of termination.
- 32.2 If the employee leaves without notice or during the notice period without the written consent of the employer, the employer is not obliged to pay the employees for the proportion of the notice period that is not actually worked.
- 32.3 The employer at their sole discretion may pay the period of notice in lieu of the employee working the notice.
- 32.4 The employer shall retain the right to summarily dismiss the employee on the occurrence of serious misconduct.

## **33 Union Clauses**

Attached as Schedule 2 "Union Clauses"



### **34 Uniforms**

Tunic tops or polo shirts and trousers shall be provided. The employees may wear the provided trousers or their own navy skirt, navy dress trousers or navy dress shorts if they prefer. All uniforms remain the property of the employer.

### **35 Declaration of Understanding and Co-Operation**

- 35.1 The employees shall undertake with the employer to comply with all obligations and responsibilities contained within this Agreement and its Schedules, in good faith.
- 35.2 The employees declare that all representations made by each employee to the employer regarding suitability for employment, levels of skill, qualifications, experience or any other personal attribute of that employee have been correctly disclosed to the employer and that the employee has not failed to disclose any matter which may have reasonably influenced the employers decision to employ the employee. Any false information provided or failure to disclose any relevant matter shall be grounds for summary termination of employment.
- 35.3 The employees agree to co-operate fully with the employer over changes in duties or work operations associated with changes in equipment or work methods, or changes in hours of work or locations, which may be reasonably required to maintain an efficient and productive business.
- 35.4 The employer and employees undertake to behave in a fair and reasonable manner towards each other throughout the employment relationship.

### **36 Variation of this Agreement**

This agreement may be varied by the consent of the parties where such variation is recorded in writing and signed by both parties.

### **37 Term of Agreement**

This agreement replaces all previous contracts of employment and understandings between the employer and employees covered by this agreement, and shall come into force as of **1<sup>st</sup> October 2020** and shall remain in force for a period of 1 year until **30<sup>th</sup> September 2021**.

**38 Signatories**

Dated at Dunedin this the 9<sup>th</sup> day of November 2020



\_\_\_\_\_  
For and on behalf of the members of  
The New Zealand Nurses Organisation



\_\_\_\_\_  
For and on behalf of  
Marne Street Hospital Ltd

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## **Schedule 1: PROCEDURE FOR RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS**

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The aim of this procedure is that employment relationship problems be settled as soon as possible in an open and honest manner.

Employment relationship problems include personal grievances and disputes about the application or interpretation of this employment agreement. A personal grievance can be unjustifiable dismissal, disadvantage, discrimination, sexual or racial harassment or duress as defined in the Employment Relations Act 2000.

### ***Step One: Informal Discussion.***

The person initiating this procedure should as soon as possible raise the matter informally with the other party.

If the person initiating this procedure does not wish to raise the matter informally, he or she may raise the matter formally or through a Representative of his or her choice.

### ***Step Two: Formal Discussion and Meeting.***

If unable to resolve the matter informally, the person initiating the procedure may raise the matter formally. This shall be done in writing and include:

- details of the concern or grievance
- the reason(s) why he or she is concerned or feels aggrieved
- the action(s) he or she wants taken to resolve the concern or grievance.

This can be done through a Representative.

The Employer and Representative (if chosen) and the Employee and Representative (if chosen) shall then meet to attempt to resolve the matter.

### **Time Limit for raising a personal grievance**

The Employment Relations Act 2000 specifies that a personal grievance must be raised within **90 days** of either the event which gave rise to the grievance, or the event coming to the Employee's notice, whichever is the later.

### **Mediation**

Where the person initiating this procedure has been unable to resolve the matter in-house they may file their grievance or dispute with the Mediation Service of the Department of Labour. If terms of settlement are agreed to in mediation and signed by a Mediation Service Mediator the terms become final and binding and are unable to be appealed or reviewed.

If the matter is not resolved in mediation the matter may be referred to the Employment Relations Authority for investigation and determination. Any decision of the Authority may be appealed to the Employment Court.

***Alternative Dispute Resolution***

The parties may agree, at any stage, to have the matter resolved by some other acceptable person. This agreement shall be in writing and include the name of the agreed person; how the person's fees, if any, shall be paid; the process to be followed; and whether the person's decision shall be binding and final.

If the matter is settled by the Employer and the Employee or by the decision of the agreed person, a Mediation Service Mediator can be invited to sign the terms of settlement to ensure that both parties are bound by it.

***Further Information***

The Employment Relations Service operates an Employment Relations Info line 0800 800 863 and a related website [www.ers.dol.govt.nz](http://www.ers.dol.govt.nz)

## **Schedule 2: UNION CLAUSES**

The following clauses shall apply in accordance with the provisions of the Employment Relations Act 2000:

### 1. UNION ACCESS

1.1 The employee's authorised union representative shall have right of access to the workplace in accordance with the provisions of Part 4 of the Employment Relations Act 2000. This right shall be exercised in a reasonable manner to ensure compliance with the established security and health and safety procedures and to minimise any disruption to the work operation.

### 2. UNION MEETINGS

2.1 Union members shall be permitted to attend at least two (2) union meetings of up to two (2) hours without loss of pay per annum. The union shall ensure that:

2.2 The employer is given at least 14 days' notice of the date and time and place of meeting.

2.3 If the meeting is to be held on the employer's premises, the date and time shall be agreed with the employer.

2.4 A list of names of those attending the meeting and the start and finish time of the meeting shall be given to the employer.

2.5 Work resumes as soon as practicable after the meeting.

2.6 Suitable arrangements are made for sufficient union members to remain available for work during the meeting to enable the employers operation to continue.

### 3. EMPLOYMENT RELATIONS EDUCATION LEAVE

3.1 Union members shall be entitled to attend on pay employment relation's education seminars in accordance with the provisions of Part 7 of the Employment Relations Act 2000.

### 4. DEDUCTION OF UNION FEES

4.1 Where an employee requests it, the employer shall make automatic deductions for union fees from wages and forward these to the union on a regular basis.

## 5 UNION RECOGNITION AND ENTITLEMENTS.

### Delegates

5.1 The parties to this agreement recognise that the elected union delegates are the representatives of the union members covered by this agreement.

5.2 The parties acknowledge that elected delegates have roles and responsibilities in the workplace that require attention outside their normal working hours.

5.3 A maximum of sixteen hours per year is allocated to be shared by the delegates for them to attend to the following matters. Any unused allocation will not be carried over to the following year.

- 5.3.1 Ongoing communication with other union members.
- 5.3.2 Participation in union meetings and delegates committee meetings.
- 5.3.3 Preparation for and participation in collective agreement negotiation.
- 5.3.4 Preparation for and participation in any joint workplace initiatives such as consultation committees, working parties, and project groups.
- 5.3.5 Union education, planning, training and conferences.
- 5.3.6 Representing and or supporting other union members.
- 5.3.7 Participating in the orientation of any new employee in their role as delegate to meet and talk with the new employees about the union, the applicable collective agreement and any other matters that the delegate believes are relevant to supporting new employees in the workplace (if the new employee wishes this to occur).

5.4 The parties to this agreement recognise that every worker is entitled to exercise their right to join a union and that the employer will not discriminate in any way against any worker who decides to become a union member.

**APPENDIX ONE:****Clause 10.1 Grand parented Conditions**

The following staff will continue to have the weekend and night allowance paid for the term of their employment at the rate of 5% of the hourly rate they were on at 30<sup>th</sup> June 2017.

**Staff name:**

Louise Illingworth

Lynne Mayer

Claire Roelofs

Glenys Stanley

Asena Vakalalavanua

**APPENDIX TWO:****Clause 20.1.1 and 1.2 Grand Parented Conditions**

The following staff who work over twenty five hours per week will continue to receive ten days paid sick leave, with an accumulation of 25 days for the term of their employment as at (date of ratification 2018).

**Staff name:**

Louise Illingworth

Lynne Mayer

Claire Roelofs

Glenys Stanley

Asena Vakalalavanua

Debra Wilson