



New Zealand Nurses Organisation

And

E TŪ Incorporated

**COLLECTIVE
EMPLOYMENT
AGREEMENT**

13 August 2021 – 06 August 2023


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1. STATEMENT OF PURPOSE AND INTENT

Mercy Parklands is committed to the Philosophy of the Health Care Ministry of the Sisters of Mercy and by its own mission.

In establishing this Collective Employment agreement, Mercy Parklands, their employees, and the signatory unions.

Share in that part of the Philosophy which states;

We believe that our hospital is a community characterised by mutual respect, common goals, and shared responsibilities, and to this end, commit ourselves to seek out ways of embodying our values and beliefs in our service, actions, and activities.

Acknowledge the Mission which states;

Our Mission at Mercy Parklands is to continue the healing ministry of Jesus, expressing God's love as we follow the example and vision of Catherine McAuley, foundress of the Sisters of Mercy.

We do this by:

- Promoting an environment that nurtures community development among residents, families, employees, and the wider community.
- Providing a quality health care service which is committed to responding to the whole person - body, mind, and spirit.
- Creating a compassionate and caring environment through the practice of our shared values and team effort.
- Committing to provide quality residential and continuing care services through meeting quality health standards with employees and management working in partnership to continuously improve quality and deliver care, which is aligned with Mercy Parklands mission and values.

Acknowledge that this Collective Employment Agreement:

- Prescribes the contractual obligations and responsibilities of Mercy Parklands and its employees
- Outlines contractual obligations and responsibilities which the parties agree will be followed fairly and in good faith to their mutual benefit.

OUR SHARED VALUES – are

- Care
- Compassion:
- Community

2. PARTIES

The parties to this Collective Agreement are Mercy Parklands as the employer, and the New Zealand Nurses Organisation and E tū (together referred to as The Unions)

3. TERM OF AGREEMENT

This agreement shall come into force on Monday the 13 August 2021 and shall expire on Sunday the 6 August 2023— a term of 24 months (2 years).

The parties to this CEA will agree to meet in early August 2022 to review and determine what level of the ADHB funding and/or other funding relevant to Residential Care may be passed on to members covered by this Agreement. Where an increase rate of pay is to be provided by legislation and funding received relevant to Residential Care for the period covering 1 July 22 – 1 June 23 that rate may be implemented for all applicable employees.

4. COVERAGE

This Collective Agreement shall cover all employees who are members of either of the Unions and who are employed by Mercy Parklands in the occupational classifications set out in Appendix 1 of this Agreement.

Any employee whose work comes within the coverage clause and who becomes a member of either of the Unions will become bound by the terms and conditions contained in this Agreement and will be able to enforce its terms and conditions. New employees shall be given the names and contact numbers of the Unions' delegates, Union Organisers, and shall be supplied with union membership information as part of their introduction to the workplace.

5. VARIATION

With the agreement of all parties this Agreement may be varied. Any variation must be in writing.

6. TERMS AND CONDITIONS

- a. Mercy Parklands will meet all obligations it has to employees, subject always to the terms of this Agreement.
- b. Every employee party to this agreement will diligently fulfil the responsibilities under this agreement and act in the best interests of Mercy Parklands, including respect for and observance of any relevant position description, policies, and procedures of Mercy Parklands not contrary to this agreement, that are in place from time to time.
- c. Mercy Parklands shall not divulge or communicate any confidential information relating to an employee other than to a person lawfully authorised to receive such information. The employee shall not divulge or communicate any confidential information of Mercy Parklands, or of persons in Mercy Parklands care, except to such persons or agencies lawfully entitled to receive such information.
- d. Subject always to the terms of this agreement, Mercy Parklands shall have full control and prerogatives as to the manner in which the work shall be undertaken. It is specifically recognised that the operations of Mercy Parklands and the work of the employees are subject to various regulatory provisions, which must be observed.

PROVISIONS RELATED TO HOURS OF EMPLOYMENT AND WAGES

7 HOURS OF WORK

Employees' hours of employment shall be determined by Mercy Parklands in accordance with the following provisions:

- a. The ordinary hours shall not exceed 89 hours in a fortnight to be worked in no more than ten periods. Provided that:
 - Not more than seven periods are to be worked on successive days before the employee is required to be rostered off duty for a day or days. Where ever possible rostered days off shall be consecutive.
 - The employee may request, and the employer may agree on alternative patterns of working ordinary hours that shall be confirmed by the roster applying from time to time.

Voluntary Additional Hours

- After 48hrs in any one week or 89 hours in any one rostered fortnight, whichever comes first additional hours will be paid at T1 ½
 - Voluntary additional hours must be approved in advance by the duty leader and manager on call.
- b. Ordinary hours shall be worked within a span of 14 hours from time of commencement of the period of work or shift, and actual hours worked shall not exceed twelve hours per period of work or shift. Where the ordinary hours of the employee are not continuous except for the periods of refreshment and meal breaks, the Split Shift Allowance specified in Appendix 1 shall be paid.
 - c. Subject to the proviso in sub-clause a) of this clause, ordinary hours for each duty, shift or period of work will be a maximum of eight beyond which overtime will accrue.
 - d. Rostered ordinary hours of work shall be separated by a period of at least eight consecutive hours.
 - e. Rosters will be made available for employees a month before they start. Once posted they will not be changed without consultation between the employer and employee.
 - f. Where there are agreed changes to individual's hours of work this agreement shall be in writing and signed by the employer and the employee.

8 SAVINGS

No employee shall be disadvantaged by the coming into force of this Collective Agreement.

9 PENALTY PAYMENT RELATING TO ORDINARY HOURS

Where an employee's whole ordinary period of ordinary hours falls within the hours of 9 pm on one day and 8 am the following day, excluding when weekend incentive allowance is payable, she/he will be entitled to the appropriate night duty allowance specified in Appendix 1.

10 OVERTIME

- a. Overtime shall be payable only in the following circumstances provided that such work has been authorized in advance unless requested by the employee, where the appropriate manager is

satisfied that the additional time worked is necessary because of an emergency or other special circumstance.

- b. Overtime is time worked in excess of
 - 1) 8 hours per day or the rostered duty
 - 2) 48 hours in any one week or
 - 3) 89 hours in one fortnight (which may incur one or more additional shifts)

Any employee may request additional hours over and above their FTE or ordinary hours may be available to them and if agreed these ordinary hours shall be paid at ordinary rate without overtime penalty.

- c. The overtime rate is time and one half (T1½). Provided that overtime that is worked on any of the days on which the public holidays provided for in this agreement are observed shall be paid at double time (T2).
- d. When an employee works so much overtime between the ordinary hours of successive periods of work/shifts that she/he has not had a period off duty of at least eight hours, overtime rates shall be paid for all hours worked on the successive duty until a period of eight hours off duty is allowed.
- e. No overtime payment shall be paid where an employee has arranged an interchange of duties

11 MEAL AND REST BREAKS

- a. Mercy Parklands recognises its obligations for meal and rest breaks in accordance with the ERA Act 2000 and its amendments.
- b. Meal and rest breaks shall be allowed at times which enable work to proceed with minimum interruption and therefore may be varied as to timing or staggered amongst a work group as a supervisor may direct.
- c. Where an employee cannot be released for a meal break she/he shall be entitled to consume a meal during paid duty hours but shall remain responsible for matters requiring immediate attention.

12 TIMEKEEPING

- a. Employees will maintain such time recording systems provided by Mercy Parklands as may be necessary to accurately record hours worked and absences.
- b. Falsification of time keeping by an employee, where there is intent to defraud, is grounds for their instant dismissal under the Mercy Practice in Action - The Essential Guide to Work Place Accountability.
- c. An employee who knows they are to be unavoidably late or absent must notify her/his manager or supervisor at least 4 hours before commencement of their period of work/shift where possible. Texting notification is not permitted. Notification times of sick leave is reviewed on an individual basis. Failure to meet the 4-hour requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. Each case is reviewed on an individual basis.

13 CLASSIFICATION OF EMPLOYEES

- a. Full Time Employees are those employees who are engaged to work for the full ordinary hours in each fortnight and are entitled to be paid the appropriate fortnightly wage.

- b. Part Time Employees are employees regularly employed and paid at pro-rata the full-time wage.
- c. Casual Employees are employees who are employed as required and not on a regular basis and are paid pro-rata the full-time wages. In the case of part time and casual employees, a minimum payment of two hours for each day of engagement will be available.
- d. Fixed Term Employee are employees who are employed for a fixed period of time and work as mutually agreed with the employer. The Fixed Term Agreement has a beginning and end date. The employer must have genuine reasons for offering a fixed term employment agreement.

14 OCCUPATIONAL CLASSIFICATIONS AND DUTIES

For the purposes of remuneration, employees shall be classified in terms of Appendix 1 according to the duties to be wholly or substantially performed. Notwithstanding their respective classification, the employee may be required to undertake any other duties that they are lawfully permitted to perform.

15 PAYMENT OF WAGES

- a. Wages will be paid fortnightly and credited to a maximum of two bank accounts, or a maximum of one bank account in the case of employees employed after 10 August 2015. Wages shall be paid in the week immediately following the end of the pay period. Where a public holiday falls on a Monday, the employer shall endeavour to pay the wages not later than Thursday of that week. Where a public holiday falls on a payday the employer shall make best endeavours to pay wages on a day earlier.
- b. Employees will be provided with a calculations of their earnings and deductions made via email.
- c. In the event of an employee being discharged or leaving having given the required period of notice, wages due shall be paid on the last day of work; except where an employee is discharged or terminates out side of normal office hours, the employee shall be paid the morning next when the pay office resumes, or alternatively, the wages shall, by arrangement, be remitted to the person by credit to their bank account. Provided further that should the employee terminate without having given the required period notice, Mercy Parklands shall, within three bank working days from the completion of the service, pay the wages due, subject to sub clause (d) of this clause.
- d. The payment of final wages on termination is subject to the employee returning all keys, uniform, swipe card and equipment items supplied by Mercy Parklands.

16 DEDUCTION FROM WAGES

- a. Both parties will comply with the obligations of the Wages and Protection Act and its amendments.
- b. Notwithstanding the provisions of 15(d) above Mercy Parklands may deduct from final wages the residual value of unreturned items provided in such cases any identification is first removed where considered necessary. For the purpose of calculating the value of unreturned uniforms at termination, the initial value shall be reduced by 1/12th for each complete month which has elapsed since time of issue to account for wear and tear.
- c. Deduction of Union Fees
 Mercy Parklands shall deduct and remit Union fees not less than monthly on or by the 20th of the month following deduction. Mercy Parklands shall advise
 - Staff Code

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- Staff name
- Union deduction amount
- The termination date of any members who have left the organization

d. Superannuation

The Kiwi Saver Act 2006 obligations and its amendments will apply.

PROVISIONS RELATED TO AMENITIES FOR EMPLOYEES

17 AMENITIES FOR EMPLOYEES

- a. Suitable facilities for changing shall be provided.
- b. A secure locker for safekeeping of employee's personal belongings while on duty shall be available.

18 MEALS SUPPLIED

- a. Meals supplied and consumed by employees, other than meals taken when working overtime, will be charged to employees of Mercy Parklands.
- b. The provision of meals to employees is not obligatory.
- c. Tea, coffee, milk, and sugar shall be available at meal times without charge to employees.
- d. The Catering Manager will ensure that bread, butter, vegemite, and another alternative spread will be provided daily for the night staff.

19 UNIFORMS AND CLOTHING

- a. Where specified uniforms, aprons or other special clothing is required by Mercy Parklands to be worn, these items shall be supplied by Mercy Parklands. All items supplied remain the property of Mercy Parklands.
- b. Protective clothing and gloves shall be made available as necessary if the nature of the work so requires.
- c. Unserviceable items must be returned to Mercy Parklands prior to the issue of a replacement item.
- d. An allowance of \$100.00 will be paid to employees to purchase their own shoes that are safe, functional, comfortable, and supportive upon receipt of a GST Invoice. This allowance will be paid on the anniversary date of the employee.
- e. Uniforms must be returned to the employer before final pay on termination is paid out. If uniforms are not returned, 50% of the cost of replacement of the unreturned items will be deducted from the employee's final pay.

20 PRACTICING CERTIFICATES

The employer will reimburse registered nurses and enrolled nurses for the payment of practicing certificates, provided that the certificate is obtained during employment with the employer.

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PROVISIONS RELATED TO LEAVE

21 PUBLIC HOLIDAYS

The following shall be the 12 whole holidays under this agreement, which shall, where they are observed on a day that would otherwise be a working day for the employee, be holidays on relevant daily pay for the ordinary hours the employee would have worked that day:

Relevant daily pay reflects what the employee would have been paid if they had worked on the day in question. Any such calculation must include the employee's hourly wage rate, overtime payments, productivity or incentive payments or other payments if those payments would have been received had the employee worked.

Public holidays shall be observed as follows:

- a. Christmas Day Boxing Day New Year's Day, 2 January, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, Queens Birthday, Matariki (from 2022), Labour day and the day of the anniversary of the province or the day locally observed as that day.

In the case of

- b. Christmas Day, Boxing Day, New Year's Day, 2 January, Waitangi Day, and ANZAC Day, if the public holiday falls on a Saturday and/or Sunday, the holiday will be transferred to the following Monday and/or Tuesday for employees who do not normally work on Saturday and/or Sunday. For employees who normally work on a Saturday and/or Sunday these holidays are observed on the days they fall.
 - c. Employees may be required to work on a public holiday.
-
- d. Where the public holiday falls on a day that would normally have been a working day for the employee and the employee is required to work on the public holiday it will be a working day;
 - time worked on the day will be paid for at ordinary time rates; plus half that amount again (T1.5)
 - another day (an alternative paid holiday) will be substituted for the public holiday. This day must be taken within one year.
 - where the time worked on the day extends into overtime, double time shall be paid for overtime worked as prescribed in Clause 10 (c) of this agreement.
 - e. Any public holidays that occur during a period of annual leave shall be paid for and the period of leave will be extended by one day for each such holiday.
 - f. For the purposes of clarification, no time worked on any such holiday shall be paid for at greater than time and a half (T1.5) except where time worked extends into overtime. (Clause 10c)

The parties agree that if the Holidays Act is amended during the terms of this agreement, they will meet in the period between the passing of the Act and its enactment to negotiate an amendment to the clause.

22 ANNUAL LEAVE

- a. An annual holiday of four weeks shall be allowed in accordance with the Holidays Act 2003.

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- b. Annual holidays shall be allowed at a time that has regard for the employee's needs for rest and recreation; but necessarily is suitable to the work requirements of Mercy Parklands. The employee is to give at least six weeks' notice of an Annual Leave request. The employer may agree to a shorter notice period in individual cases. The employer shall respond to all annual leave requests within two weeks of the date of request. An employee can be required to take annual leave, wholly or in part, if the employer and employee cannot agree when leave is to be taken. In this situation, the employer will give at least six weeks' notice of when leave is to begin.
- c. Lieu days/Annual Leave - The parties agree there is no requirement to find a replacement if the
 - (i) required notice period of six weeks is observed. The employer may agree to a shorter notice period
 - (ii) [see Clauses 21 (f) and 22 (c)]. However, the employee may be asked to organise a shift swap with a colleague in this case.
- d. Lieu Days/Annual Leave – Where an employee request for lieu days/annual leave is declined, the employer will provide the employee with a written reason.
- e. The annual leave planner for a calendar year will be available for staff near the staff room.

23 LONG SERVICE LEAVE

- a. An employee shall be entitled to paid special holidays as follows: Leave to be taken before the completion of the next entitlement unless the leave is declined in which case it shall be carried over.
 - (i) One special holiday of one week after the completion of 10 years and before the completion of 15 years of current continuous service with Mercy Parklands.
 - (ii) One special holiday of one week after the completion of 15 years and before the completion of 20 years of current continuous service with Mercy Parklands.
 - (iii) One special holiday of two weeks after the completion of 20 years and before the completion of 25 years of current continuous with Mercy Parklands.
 - (iv) One special holiday of three weeks after the completion of 25 years current continuous service with Mercy Parklands.
- b. All such special holidays provided for in sub clause a) of this clause shall be on ordinary weekly 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 Mercy Parklands and the employee.
- c. If an employee, having become entitled to a special holiday, leaves their employment before such holiday has been taken, they shall be paid in lieu thereof.
- d. The employer and the employee can agree to cash in Long Service Leave.

24 BEREAVEMENT LEAVE/TANGIHANGA LEAVE

- a. An employee is entitled to bereavement leave after the employee has completed 6 months current continuous employment with the employer, or where this does not apply, has worked for the employer for at least an average of 10 hours a week and no less than 1 hours per week and no less than 40 hours in every month during that period.
- b. Subject to 24(a) above Mercy Parklands shall, on the death of an employee's partner, parent, child, sibling, grandparent grandchild or the partner's parent, allow the employee a minimum of three

days and up to five days bereavement leave paid at their relevant daily pay to be taken at any time and for any purpose genuinely relating to the death.

- c. If the employer accepts that the employee has suffered bereavement as a result of the death of a person other than those listed above, the employer shall grant leave on relevant daily pay for a minimum of one day and may grant up to five days leave. The employer shall take into account the closeness of the association between the employee and the deceased person, whether the employee is responsible for any aspects of the ceremonies relating to the death and whether the employee has cultural responsibilities in relation to the death.
- d. Subject to the employee making application, Mercy Parklands agrees to grant leave, which may be paid or unpaid, in order to accommodate special bereavement needs not recognised above. This includes additional leave for employees who have to travel overseas in the case of bereavement.
- e. The provisions contained within this clause are inclusive of the bereavement leave provisions of the Holidays Act 2003.
- f. The employer may request proof of the bereavement, prior to payment of this leave.
- g. This leave does not accumulate from one year to another.

25 PARENTAL LEAVE

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

26 JURY SERVICE/WITNESS LEAVE

When an employee is obliged to undertake jury service or witness leave, 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 Mercy Parklands provided:

- a. That the employee produces the Court expenses voucher to Mercy Parklands.
- b. That the employee returns to work immediately on any day she/he is not actually serving on a jury. These payments shall be made for up to a maximum of five days in respect of each separate period of jury service. Leave granted and based on ordinary hourly rate.

27 STUDY LEAVE

Staff shall be given reasonable opportunity to undertake courses of study or training relevant to their employment. Where staff is required to undergo professional development or training, paid leave shall be provided.

Registered Nurses and Enrolled Nurses shall also be entitled to a minimum of 3 days paid study leave, and Healthcare Assistants shall be entitled to a minimum of 1 day paid study leave per annum, to be used at the employee's discretion, provided 14 days' notice is given of the proposed leave and the timing of such leave meets the operational requirements of Mercy Parklands. The study leave must be relevant to work and approved by management.

A study leave form must be filled in and associated supporting documents attached when study leave is being applied for as per the employer's policy.

Such leave may be used to:

- a. Attend relevant professional development or training programmes
- b. Attend work-related conferences
- c. Undertake work-related study

Additional leave, with or without pay, may be approved as deemed appropriate by Mercy Parklands.

Mercy Parklands recognises the obligations it has under the Care and Support Workers (Pay Equity) Settlement Act 2017 and will

- (1) take all reasonably practicable steps to ensure that a care and support worker is able to attain-
 - (a) a level 2 qualification within the first 12 months of the worker's continuous employment with Mercy Parklands; and
 - (b) a level 3 qualification within the first 36 months of the worker's continuous employment with Mercy Parklands; and
 - (c) a level 4 qualification within the first 72 months of the worker's continuous employment with Mercy Parklands.
- (2) If a care and support worker is not able to attain a qualification within the time required by subsection (1), Mercy Parklands must take all reasonably practicable steps to ensure that the worker is able to attain the qualification as soon as is reasonably practicable.

For the purposes of this clause level 2, 3 and 4 qualifications shall have the meanings set out under the Care and Support Workers Pay Equity Settlement Act 2017

28 SICK LEAVE

- a. The provisions of the Holidays Act 2003, and its amendments will apply.
- b. An employee may take sick leave if:
 - (i) The employee is sick or injured, or:
 - (ii) The employee's partner is sick or injured, or:
 - (i) A person who depends on the employee for care is sick or injured
- c. Unused sick leave is automatically carried over up to a maximum of 20 days current entitlement in any one year.
- d. As per the Holidays Act 2003 section 68 1A the employee may be required to produce a medical certificate from a medical practitioner for sickness or injury for 3 consecutive calendar days. The employer will inform the employee as soon as possible that the proof is required, and the employer will agree to meet the employee's reasonable expenses in obtaining proof.
- e. Sick leave shall be paid at the employee's relevant daily pay.
- f. The sick leave balance will show on the pay slip.

29 SICK LEAVE ON PUBLIC HOLIDAYS

The employee may be required to produce a medical certificate for sick leave on Public Holidays if the employer has reasonable grounds to suspect that the sick leave taken is not genuine. The cost of the medical certificate will be met by the employer and the employer will act reasonably and in good faith. If the employee was required to work on the Public Holiday but does not work because they were sick or injured or their spouse, partner, or dependant was sick or injured, the day is treated as a Public Holiday for the employee, and they will be paid their relevant daily pay.

30 DISCRETIONARY SICK LEAVE

In addition to leave provided under clause 28(a), the employer may grant to the employee additional paid sick leave of 5 days per year. This may be granted where the employee is sick or injured, or the employee's partner is sick or injured, or if a person who depends on the employee is sick or injured. If the employer does not grant the additional 5 days discretionary sick leave days, the employee will be provided with sufficient grounds/reasons in writing for the sick leave being withheld. Employees who provide documentation supporting sickness, or who are sent home from work sick, shall be eligible for discretionary sick leave approval, provided sufficient discretionary leave balance is available.

If 5 day's discretionary sick leave is granted by Management then this discretionary sick leave will be paid at the normal hourly rate.

31 ACC

- a. An Employee must notify the Employer within one working day of lodging any claim with the Accident compensation Corporation (ACC), unless this is not possible due to the Employee's injuries or circumstance of the accident.
- b. Employees may use their sick leave entitlement to cover the first week's incapacity due to a non-work accident. Employees may use the sick leave of one day per week to make up the employee's wage to the normal amount for any subsequent weeks.

32 FAMILY VIOLENCE LEAVE

The Employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance, performance and / or their safety at work. Therefore, the Employer is committed to supporting staff that experience family violence and staff seeking to deal with their own violence.

32 FAMILY VIOLENCE LEAVE

- a. Family violence leave in this Agreement is instead of and not additional to the domestic violence leave provisions contained in the Domestic Violence – Victims Protection Act 2018, the Holidays Act 2003 and any amending or substituting Acts.
- b. Once the employee has completed six (6) months' current continuous employment, or if the employee has, over a period of six (6) months, worked for the Employer for:
 - i. at least an average of ten (10) hours a week during that period; and
 - ii. no less than one (1) hour in every week during that period or no less than forty (40) hours in every month during that period:

the employee shall be entitled to ten (10) days' family violence leave in any calendar year.

- c. The employee shall ensure notice is given to the Employer as soon as practicable on the first day of absence.
- d. The Employer may require an employee to produce proof that the employee is a person affected by family violence in respect of any family violence leave taken by the employee.
- e. Family violence leave does not accrue from year to year.

32.1 Flexible work for Employees experiencing Family Violence

- a. Employees affected by family violence may make a request (or have a request made on their behalf) a variation of their working arrangements for a period of two (2) months or less.
- b. A request for flexible working arrangements must:
 - i. Be made in writing; and
 - ii. The employee's name; and
 - iii. The date on which the request is made; and
 - iv. That the request is made under Part 6AB of the Employment Relations Act 2000; and
 - v. Specify the variation of the working arrangements requested (hours of work, location etc.) and the period of time for which the variation is requested; and
 - vi. Specify the date on which the employee proposes that the variation take effect and the date on which it is proposed that the variation end; and
 - vii. Specify how, in the employee's view, the variation will assist the employee to deal with the effects of being a person affected by family violence; and
 - viii. Explain, in the employee's view, what changes, if any, the Employer may need to make to the Employer's arrangements if the employee's request is approved.
- c. When a request for flexible working arrangements is made under this clause the Employer must:
 - i. Deal with a request as soon as possible, but not later than ten (10) working days after receiving it; and
 - ii. Notify the Employee in writing of whether their request has been approved or refused; and
 - iii. Provide the Employee with information about appropriate specialist family violence support services; and
 - iv. If the Employer refuses an employee's request:
 - (a) state the grounds for refusal; and
 - (b) explain the reasons for that ground or those grounds.

An Employer may require the production of proof that an employee is a person affected by family violence. The Employer must make the request for proof within three (3) days of receiving the employee's request.

GENERAL PROVISIONS

33 HEALTH AND SAFETY

The provisions of the Health and Safety At Work Act 2015 shall apply. The employee participation scheme shall be maintained in accordance with the legislation. Employee representation on the Health

and Safety Committee shall be by election at staff forums convened for that purpose. The Health and Safety Committee shall meet regularly at least 10 times a year.

In the premises that are Mercy Parklands, through management's continued attention to plant, equipment, procedures, and instructions to employees, Mercy Parklands will continue to comply with the requirements of relevant health and safety legislation. Mercy Parklands will identify workplace hazards and will manage the work and workplace practices to eliminate, isolate, or minimize any significant hazard to employees. Employees are to take all reasonable and proper care for their own health and safety and not cause personal risk to themselves or risk to others. Any protective clothing or equipment provided by Mercy Parklands must be worn or used as a condition of employment. Employees who do become aware of damage or faults to equipment or the existence of other hazards that may endanger the health or safety of others shall immediately report such damage, fault, or hazard to the management.

34 SEXUAL/ RACIAL HARASSMENT

- a. The parties acknowledge that sexual/racial harassment in the workplace is totally unacceptable.
- b. Where a claim of sexual/racial harassment falls within the definition of 'Personal Grievance' under the Employment Relations Act or Human Rights Act the provisions of that Act may be applied.
- c. Where the matter is of a sufficiently serious nature as to constitute unlawful discrimination within the terms of the Human Rights Act 1993, or Employment Relations Act the Human Rights Commission may have jurisdiction to investigate the matter.

35 TERMINATION/RESIGNATION

- a. Other than in the case of casual employees either the employee or Mercy Parklands may terminate the employment by giving the other 4 weeks' notice unless a lesser period is agreed.
- b. Payment may be made in lieu of notice or where the employee resigns without giving the appropriate notice, two weeks wages or four weeks wages in the case of registered and enrolled nurses, will be forfeited as the case may be (or such lesser period as has been agreed).
- c. The amount of payment made in lieu of notice or to be forfeited shall be the ordinary wages that would otherwise have been earned in the two weeks immediately following the termination in terms of (b) above.
- d. Casual employees may terminate, or be terminated, with one days' notice.
- e. Notwithstanding the above, dismissal without notice or payment may occur in the case of serious misconduct subject to the Disciplinary and Dismissal Policy and procedures in force. Similarly, an employee may terminate their service without notice or forfeiture of wages in the event of serious misconduct of Mercy Parklands.
- f. **CERTIFICATE OF SERVICE**
Upon termination of employment Mercy Parklands, on request, shall provide the employee with a certificate of service stating dates and the capacity (ies) of the employment

36 ABANDONMENT OF EMPLOYMENT

Abandonment of employment - Where an employee absents herself/himself from work for a continuous period exceeding two days without the consent of Mercy Parklands or without notification to Mercy Parklands, she/he shall be deemed to have terminated her/his employment.

37 REDUNDANCY

- a. Redundancy is a situation where an employee's employment is terminated by the employer; the termination being attributable, wholly, or mainly, to the fact that the position filled by the employee is, or will become, superfluous to the needs of the employer.
- b. The parties recognise the serious consequences that the loss of permanent employment can have on individuals and propose to minimise those consequences. The intent of the parties is to explore all possible alternatives, including redeployment and retraining, before the redundancy option is taken. There shall be full consultation with the Unions prior to any decisions being made to declare redundancies.
- c. In the event of a redundancy situation, employees other than casual employees shall be entitled to receive four weeks' notice of termination or be otherwise compensated by payment in lieu for any balance when the period of notice is less than four weeks. The employee shall be obliged to work out the notice period except that should she/he obtain alternative employment that would require a commencement date earlier than the expiry of the notice period, the employee and the employer may agree to waive the remaining period of employment or part of. The employer's consent should not be unreasonably withheld in such cases.
- d. The maximum redundancy compensation payable under this agreement shall not exceed the equivalent of fourteen (14) weeks' pay. The formula for calculating redundancy compensation payments shall be four (4) weeks' pay for the first year of service and two (2) weeks' pay for each subsequent year of service up to a maximum of fourteen (14) weeks' pay
- e. All compensation and other payment made pursuant to this clause shall be calculated at the employee's ordinary rate of pay as at the date that notice of redundancy is given.
- f. Employees less than 12 months current continuous service shall be paid pro rata the above formula.
- g. Grand parented provision. Mercy Parklands agrees that it will continue to pay employees who have greater than 10 years continuous service who were part of this collective employment agreement on the 13 August 2012 four weeks ordinary pay and two weeks' pay for each subsequent years of service.
- h. or the purpose of this clause "ordinary rate of pay" means basic pay without overtime, penal rates, or allowances.

38 EMPLOYEE PROTECTION IN SALE, LEASE OR CONTRACTING OUT

- a. Where the employer sells, leases, contracts out, part or the whole of the organisation, the employer agrees to meet with the unions that are party to this Agreement to discuss the proposal to contract out, sell, lease or transfer all or part of the organisation and set out timeframes for the process.

- b. The employer shall meet with the relevant union(s) to discuss and consult about the potential purchaser's proposal, including the advantages and disadvantages in relation to costs and other benefits, which would result from contracting out.
- c. The employer shall ensure that in the sale and purchase agreement or contract, the new owner/contractor agrees to become party to a Collective Agreement on substantially the same terms and conditions as those in this Agreement, except with respect to those employees defined in Schedule 1A of the ERAA 2004, in which case all those employees who elect to transfer to the new employer shall be transferred on the same terms and conditions and the new employer shall become a party to this Collective Agreement.
- d. Furthermore, the new owner/contractor shall recognise continuous service of all employees regarding all service-related entitlements in this Agreement.
- e. Where an employee is offered employment on the same terms and conditions and they elect not to transfer to the new employer, they shall not be entitled to redundancy compensation.
- f. Those employees covered under Schedule 1A of the ERAA 2004 who elect to transfer to the new employer and whose positions are subsequently declared surplus, shall be entitled to redundancy compensation in accordance with this Agreement.
- g. Other employees who are not offered positions with the new employer and whose positions are declared surplus as a result of contracting out, sale or lease of the business of the employer shall be entitled to redundancy compensation in accordance with this Agreement.

UNION PROVISIONS

39 UNION DELEGATES

Mercy Parklands recognises that delegates of unions' party to this agreement are the authorised representatives of union members, and that their role as delegate includes member recruitment, education, attendance at meetings, representation of members, negotiations, and consultative forums. Delegates will be recognised by the Employer following written confirmation of their election from the union office.

a. Union Delegate/Workplace Representative

One delegate from the Etū and one from the NZNO will be given 15 minutes combined at orientation to inform new employees about the respective unions. The unions shall be notified by email of the orientation dates, time, and venue at least two weeks before the orientation.

b. Representation of Members on site:

- (i) Paid time (at normal hourly rate) shall be allowed for recognised employee delegates to represent employees. Representation must occur within their shift as no overtime will be paid.
- (ii) A maximum of ninety (90) minutes approved without loss of pay. No overtime will be paid.
- (iii) Prior approval for such meeting shall be obtained from management.

c. Union Meetings - off Site

- (i) Union Delegates shall be entitled up to a maximum of 8 hours (1 day) leave per year (a year being the period beginning on the 1st of January and ending on the following 31st of December) at normal hourly rate to attend relevant workplace meetings authorized by the union providing the following conditions are fulfilled.

- (ii) The union shall give the employer at least 28 days' notice of the date and time of the meeting to which (clause a) above applies advising the nature of the meeting and the relevance to the workplace.
- (iii) The union shall supply the employer with a list of members who attended and shall advise the employer of the time the meeting finished.

d. Union Access

The Union's authorised representatives shall be entitled to enter at reasonable times upon the premises to speak with any employee but not so as to interfere unreasonably with the employer's business.

40 EMPLOYEES MEETINGS / UNION MEETINGS

Employees who are union members shall be entitled to attend at least two union meetings per calendar year, each a maximum of two hours duration as set out in section 26 of the Employment Relations Act 2000.

- a. The date, time and place of the meeting shall be agreed with Mercy Parklands; and
- b. Normal duties will resume immediately at the conclusion of the meeting; and
- c. Only those employees attending the meeting during their ordinary hours of duty will be entitled to payment; and
- d. Sufficient employees will remain available to ensure essential care of residents and residents is maintained during the time of the meeting; and
- e. Those employees who may have appointed an authorized representative shall be entitled to request the attendance of their representative.

As per the Employment Relations Act 2000

41 EMPLOYMENT RELATIONS EDUCATION LEAVE

The Employer shall grant leave on pay for employee's party to this Collective Agreement to attend courses authorised by the union parties to facilitate the employee's education and training as employee representatives in the workplace.

The union parties shall send a copy of the programme for the course and the names of employees attending at least 14 consecutive days prior to the course commencing.

The granting of such leave shall not be reasonably withheld taking in to account continuing service needs.

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.

42 POLICIES AND PROCEDURES

All employees covered by this Agreement shall comply with the employer's policies and procedures as advised and amended in writing from time-to-time following consultation with the union parties to the Agreement. Consultation with union delegates is required. Union delegates have the right to seek

advice from their union organizers and input from union members about any such changes. This includes standards of staff conduct and house rules.

43 NO PASS-ON

Mercy Parklands agrees the negotiated terms and conditions will not be automatically passed on to non-union employees. This includes the percentage pay increase and printed rates and back pay.

44 JOINT CONSULTATIVE COMMITTEE

The employer agrees to schedule at least 2 meetings annually with the elected delegates of NZNO and Etū to discuss matters of interest to both parties. The delegates will be paid their normal rate of pay to attend these meetings which will occur within delegate's shifts as overtime will not be paid.

EMPLOYMENT RELATIONSHIP PROVISION

45 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

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

- 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;
 - (iv) But does not include any problem with negotiating new terms 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
- c. A dispute is a disagreement over the interpretation or application of an employment agreement.

Time Limit on Raising Personal Grievance

- d. An employee who believes s/he has a personal grievance should seek advice from his/her union. Contact should initially be made with the delegate or organiser. A grievance must be raised with Mercy Parklands within 90 days of the grievance arising (or coming to the notice of the employee)

Raising Employment Relationship Problems

- e. An employment relationship problem should be raised and discussed with the employee's manager as soon as possible.
- f. The employee, employer and union will try in good faith to resolve the problem as soon as possible.

Mediation

- h. If the problem is not resolved any party may (without undue delay) seek the assistance of the mediation services provided by the Department of Labour.
- i. All parties must co-operate in good faith with the mediator in a further effort to resolve the problem.

- j. Mediation is confidential and, if it does not resolve the problem, is without prejudice to the parties' positions.
- k. Any settlement of the problem signed by the mediator will be final and binding

Employment Relations Authority

- h. If the problem is not resolved by mediation, it may be taken to the Employment Relations Authority for investigation and determination.
- i. The powers of the Employment Relations Authority and the remedies it may award are set out in detail in the Employment Relations Act. The employee's union can advise and assist the employee.

46 SIGNATORY PARTIES

PARTIES TO THIS AGREEMENT

Ann Coughlan 23/09/2021
For and on behalf of Date
Mercy Parklands
Ann Coughlan
Chief Executive Officer

Lewis Wheatley 23/09/21
For and on behalf of Date
New Zealand Nurses Organisation
Lewis Wheatley
Advocate

Sharryn Hough 23/09/2021
For and on behalf Date
E tū Inc.
Sharryn Hough
Advocate

APPENDIX 1 - WAGE RATES AND ALLOWANCES

RATES OF REMUNERATION

Shall be determined in accordance with the following definitions and scales provided that the employee may be required to undertake any other duties that they are lawfully permitted to perform. Allowances are payable in terms of the provisions of the relevant clause detailing qualification for payment.

DEFINITIONS

Fortnight - in the case of day workers shall mean the fourteen days computed from midnight to midnight covered by the pay period; -in the case of night workers shall mean the fourteen periods of 24 hours computed from the commencement of the night shift covered by the pay period.

Hourly rate - means 1/80th of the relevant fortnightly rate and 'pro rata the fortnightly rate' shall be a calculation based on the hourly rate.

Ordinary hours - shall have the same meaning being the time that is not overtime, to be worked

Duty, or Shift - in the case of day workers, within the limit of daily hours on any day of the weeks as prescribed in Clause 7b. In the case of night workers, within the limit of work period hours in any 24 hours of the week as prescribed in Clause 7b.

Night shift - means a period of work commencing at or after 9 pm and concluding at or before 8 am on the following day.

Duty Leader - in the Hospital means a registered nurse designated as such in the absence of a Clinical Manager.

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

OCCUPATIONAL CLASSIFICATIONS

Health Care Assistant - shall refer to an employee wholly or substantially engaged in assisting residents in their activities of daily living and such other attendant duties as required including assisting Enrolled and Registered Nurses in medical/nursing aspects of care. They work under the supervision of the Registered Nurse.

Enrolled Nurse - means a person whose name is on the roll in New Zealand as an enrolled nurse who holds a current annual practising certificate and works under the supervision of a Registered Nurse.

Registered Nurse - means a person who is registered in New Zealand as a nurse and holds a current annual practising certificate.

ALLOWANCES

Type	Amount	Comment
Split Shift/Duty (C7.b)	\$10.00 per full shift/duty	
Night Shift/Duty	\$10.00 per full duty	
Duty Leader	\$ 2.25 per hour (12.5%)	
Night supper allowance	\$12.50 per full duty (4.16%)	Payable to the Registered Nurse only
PDRP	<ul style="list-style-type: none"> ▪ RN Expert \$2500.00 pa ▪ RN Proficient \$1500.00 pa ▪ EN Expert \$2500.00 pa ▪ EN Proficient \$1500.00 pa 	PDRP is available to all Registered and Enrolled Nurses and shall be jointly and actively promoted by all parties during the life of this Agreement. This allowance will be pro rata and paid monthly.

SALARY/WAGES SCALE

Notes to increases:

1. There will be no increase to the HCA wage scale as this is based on the Care and Support Workers (Pay Equity) Settlement Act 2017. Appendix 2
2. Acknowledges a pass on of the DHB 2.8 % price increase on the RN Rates.
3. Acknowledges an average increase of 8.53% price increase on the EN Rates.
4. Acknowledges 2086 hrs worked per annum

REGISTERED NURSES	MP CEA Rate 11/08/20 (DHB pass on 3%)	Salary PA	DHB Pass on 2.8%	MP New CEA Rate 13/08/21	Salary PA
Level 1	27.11	\$ 56551.46	0.76	27.87	\$ 58134.90
Level 2	28.18	\$ 58783.48	0.79	28.97	\$ 60429.42
Level 3	29.91	\$ 62392.26	0.84	30.75	\$ 64139.24
Level 4	30.98	\$ 64624.28	0.87	31.85	\$ 66433.76
Level 5	34.44	\$ 71841.84	0.96	35.40	\$ 73853.41

ENROLLED NURSES	MP CEA Rate 11/08/20	Salary PA	MP Pass on	MP New CEA Rate 13/08/21	Salary PA
Level 1	26.02	\$ 54273.13	1.98 (7.62%)	28.00	\$ 58408.00
Level 2	26.56	\$ 55411.87	2.44 (9.17%)	29.00	\$ 60494.00
Level 3	27.11	\$ 56550.62	2.39 (8.82%)	29.50	\$ 61537.00

HEALTH CARE AND SUPPORT WORKERS - As per table in Appendix 2

Higher Duty Allowance

Where a Registered Nurse (employee) is required to undertake the full duties and responsibilities of a Charge Nurse position for more than 5 consecutive days they shall be paid an allowance based on the difference between the salary of the Registered Nurse (employee) acting in the position and the minimum salary the Registered Nurse (employee) would receive if appointed to this higher Charge Nurse position.

Appointment to a position on the relevant scale shall be at the discretion of Mercy Parklands subject to the minimum rates for adult employees where applicable. Progression through the relevant scale shall be similarly at the discretion of Mercy Parklands but regard shall be had for the employee's level of performance relative to others, content and responsibilities of the particular functions undertaken.

Mercy Parklands shall ensure that the performance appraisal undertaken that is used as a means of review of an employee's rate of wage in terms of the above scales is based on a system of assessment that is made known to the employee and the factors measured are relevant to the employee's position and the employee's performance. Each employee, other than casual employees, shall be reviewed at least annually.

APPENDIX 2 - HOURLY WAGE RATES FOR WORKERS EMPLOYED BEFORE 1 JULY 2017

- The hourly wage for a care and support worker who is employed by an employer immediately before 1 July 2017 is the greater of the worker's hourly wage under **clause 2** and the applicable amount in the following table:

Worker's length of service with employer	1 July 2017 to 30 June 2018	1 July 2018 to 30 June 2019	1 July 2019 to 30 June 2021	1 July 2021 to 30 June 2022
Less than 3 years	\$19.00	\$19.80	\$20.50	\$21.76
3 years or more but less than 8 years	\$20.00	\$21.00	\$21.50	\$23.28
8 years or more but less than 12 years	\$21.00	\$22.50	\$23.00	\$25.31
12 years or more, if subclause (2) applies	\$22.50	\$23.50	\$24.50	\$26.32
12 years or more, if subclause (2) does not apply	\$23.50	\$24.50	\$25.50	\$27.33

- This subclause applies to a care and support worker if –
 - the worker commenced employment with the employer on or after 1 July 2005; and
 - the worker has not attained a level 4 qualification: and
 - the worker's employer has provided the support necessary for the worker to attain a level 4 qualification.
- In this clause, a care and support worker's **length of service** is the length of time that the worker has been continuously employed by the worker's current employer (but, if **paragraph (a)(vi)** of the definition of continuous employment in **section 4** applies, includes the length of time that the worker was continuously employed by the worker's previous employer).

2 Hourly wages for workers employed on or after 1 July 2017

The hourly wage for a care and support worker who commences employment with an employer on or after 1 July 2017 is the applicable amount in the following table:

Worker's level of qualification	1 July 2017 to 30 June 2018	1 July 2018 to 30 June 2019	1 July 2019 to 30 June 2021	1 July 2021 to 30 June 2022
No relevant qualification	\$19.00	\$19.80	\$20.50	\$21.76
Level 2 qualification	\$20.00	\$21.00	\$21.50	\$23.28
Level 3 qualification	\$21.00	\$22.50	\$23.00	\$25.31
Level 4 qualification	\$23.50	\$24.50	\$25.50	\$27.33

3 Adjustment for year ending 30 June 2022

1. This clause applies if the compound annual growth rate for the Labour Cost Index for the period starting on 1 July 2017 and ending on 30 June 2021 is more than 1.7%, in which case the result of the following formula will be greater than 0.017:

$$(a \div b)^{0.25} - 1$$

Where:

a - is the Labour Cost Index at 31 June 2021

b - is the Labour Cost Index at 31 June 2017

2. If this clause applies, the hourly wage for a care and support worker for the period beginning on 1 July 2021 and ending on 30 June 2022 is calculated as follows:

$$a \times (((b - c) \div c) + 1)$$

Where:

a - is the worker's hourly wage under **clause 1 or 2**

b - is the Labour Cost Index at 31 June 2021

c - is the Labour Cost Index at 31 June 2017

3. In this clause, **Labour Cost Index** means the Labour Cost Index (all sectors, salary, and wage rates, including overtime) published by Statistics New Zealand.

