

# MERCY HOSPITAL DUNEDIN LIMITED



NEW ZEALAND  
**NURSES**  
ORGANISATION

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## COLLECTIVE AGREEMENT

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NURSING SERVICES

16 March 2020 to 20 March 2022

# Contents

(I) COVERAGE OF AGREEMENT.....	4
1. PARTIES.....	4
2. DEFINITIONS .....	4
3. COVERAGE.....	5
4. TERM.....	5
5. VARIATION.....	5
6. STATUTORY PROVISIONS .....	5
7. POLICIES AND PROCEDURES.....	6
8. RESPONSIBILITIES .....	6
9. CONFIDENTIALITY .....	6
(II) PROVISIONS RELATING TO HOURS OF WORK.....	6
10. HOURS OF WORK.....	6
11. OVERTIME .....	8
12. REST PERIODS AND MEAL BREAKS.....	9
13. FULL-TIME, PART-TIME, CASUAL AND TEMPORARY WORK .....	9
(II) REMUNERATION .....	10
14. CLASSIFICATION.....	10
15. REMUNERATION AND ALLOWANCES.....	11
16. PAYMENT OF REMUNERATION.....	14
(IV) TERMS AND CONDITIONS OF EMPLOYMENT.....	15
17. DRESS STANDARD AND HYGIENE .....	15
18. UNIFORMS/PROTECTIVE CLOTHING.....	15
19. AMENITIES AND FACILITIES .....	15
(V) PROVISIONS RELATING TO LEAVE .....	16
20. PUBLIC HOLIDAYS .....	16
21. ANNUAL LEAVE .....	17
22. EASTER CLOSE-DOWN .....	17
23. LEAVE WITHOUT PAY .....	17
24. SPECIAL HOLIDAYS FOR LONG SERVICE .....	17
25. SICK LEAVE .....	18
26. BEREAVEMENT LEAVE .....	19
27. FAMILY VIOLENCE .....	19
28. PORTFOLIO / PROFESSIONAL DEVELOPMENT LEAVE .....	20
29. PARENTAL LEAVE.....	20
30. JURY SERVICE .....	20
31. PAY EQUITY SETTLEMENTS .....	21
(VI) GENERAL PROVISIONS.....	21
32. HEALTH AND SAFETY .....	21
33. HARASSMENT .....	21
34. TERMINATION OF EMPLOYMENT .....	21
35. TEMPORARY EMPLOYMENT AGREEMENTS .....	22
36. CONTINUITY OF SERVICE.....	22

37.NZNO MEETINGS .....	22
38.RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS.....	22
39.EMPLOYEE PROTECTION PROVISION .....	24
40.EMPLOYMENT RELATIONS EDUCATION LEAVE .....	24
41.1 March each year .....	24
42.NZNO Access to the Workplace .....	26
43.NZNO Delegates .....	26

This Agreement is agreed between the parties: ..... 27

## (I) COVERAGE OF AGREEMENT

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

### 1. PARTIES

1.1 This Collective Agreement is entered into between:

(a) Mercy Hospital Dunedin Limited operating as **Mercy Hospital** ("the Employer")

**And**

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

### 1.2 Consultation Committee

The above parties agree that in order to address issues relating to nursing staff covered by this employment agreement and to promote and assist the development of positive workplace relationships, representatives of Mercy Hospital Management, Staff and the NZNO will meet no less than two monthly to identify, discuss and resolve any such issues. Any formal consensus reached as a result of such meetings that impacts on this agreement will become part of this agreement by means of the variations clause.

### 1. DEFINITIONS

Full-time Employee	An Employee who normally works a minimum of 40 hours per week and who is not a casual or a temporary Employee.
Part-time Employee	An Employee who normally works less than 40 hours per week on a regular basis and who is not a casual or a temporary Employee.
Casual Employee	An Employee who has no guaranteed hours of work and works as and when required by the Employer.
Temporary Employee	An Employee whose normal hours of work are 40 hours or less each week and who is employed on a fixed term contract for a specified period.
Duty	The period of work required of an Employee within any one period of twenty-four hours, inclusive of rest periods and meal breaks.
Roster	Roster refers to a prearranged table of work hours defining the hours of work and the pattern of relays for Employees working shifts. Such hours may extend over any of the days of the week.
Week	The seven days, Monday to Sunday both days inclusive, commencing in a manner consistent with the pay fortnight.

Registered Nurse	As defined in the Registered Nurse Scope of Practice under the Health Practitioners Competence Assurance Act 2003.
Enrolled Nurse	As defined in the Enrolled Nurse Scope of Practice under the Health Practitioners Competence Assurance Act 2003.
Annual Practising Certificate	A certificate issued pursuant to Section 25 of the Health Practitioners Competence Act 2003.
Current Continuous Service	Current continuous service shall refer to the period of current unbroken service with the Employer (inclusive of paid or unpaid leave), from the date of commencement of employment as a full-time or part-time Employee up to the current reference time.

## **2. COVERAGE**

- 3.1 This collective agreement shall cover those Employees who are members of NZNO and who are engaged in nursing work, and or whose work or qualifications are defined in the classifications clause 14.1 below.
- 3.2 Any Employee who is engaged by Mercy Hospital after the coming into effect of this agreement and is a member of NZNO, or who as a current Employee of Mercy Hospital was not a member of NZNO at the effective date of this agreement but subsequently became a member, shall be deemed covered by this agreement.

## **3. TERM**

- 4.1 This Collective Agreement shall come into force on the 16 March 2020 and shall continue in force until the 20 March 2022.
- 4.2 This agreement supersedes any other agreement for the employment of the Employee parties to this agreement, either express or implied, and any such agreements are cancelled as at the coming into force of this agreement; provided that accrued annual leave, accrued long service leave and accrued sick leave shall remain as entitlements for Employees who have qualified for such leave, and the Employer shall recognise previous service with the Employer in so far as it is consistent with the definition of current continuous service.

## **4. VARIATION**

Any variation(s) to this agreement shall be mutually agreed between the parties and such variation(s) shall be in writing.

## **5. STATUTORY PROVISIONS**

- 6.1 This Agreement shall include all terms implied by operation of law or incorporated by statute.

## **6. POLICIES AND PROCEDURES**

- 7.1 All Employees covered by this Agreement shall comply with the Employer's policies and procedures in force. Such policies and procedures shall not be inconsistent with the terms and conditions of this Agreement.

## **7. RESPONSIBILITIES**

- 8.1 Every Employee employed under this agreement shall undertake any nursing services work required by the Employer where such work is carried out as part of the Employer's business and provided that in the opinion of the Employer the Employee has sufficient skills/competencies to undertake such work or alternatively they work under supervision.
- 8.2 Each Employee shall undertake the work required in their position description to the required standard as outlined in the position description. Position descriptions are able to be amended from time to time, by the Employer following consultation with the Employee to reflect changing service/work requirements.
- 8.3 Each Employee shall keep up to date with appropriate new job techniques/professional practices in order to provide the best possible service to the benefit of clients and patients. The Employer shall encourage and support this process where appropriate.

## **8. CONFIDENTIALITY**

- 9.1 Employees shall not utilise or disclose confidential information in regard to the Employer's operations, business, clients or patients acquired by or available to them in the course of their employment, or use such information without the Employer's prior authorisation. This shall not prevent Employees from making appropriate ethical/professional disclosures regarding individual patient clinical status and associated legal issues. On the termination of employment all such matters shall remain confidential and shall not be utilised or disclosed without the written consent of the Chief Executive Officer or their authorised representative.
- 9.2 Employees shall not make or release statements to the media or discuss the Employer's business in any public forum or with any person not employed or engaged by the Employer, without the written consent of the Chief Executive Officer or their authorised representative.
- 9.3 In the event that an Employee leaves their employment with the Employer for any reason whatsoever, the Employee specifically agrees not to approach or canvass the Employer's clients or patients for the purpose of offering alternative care/services by themselves or on behalf of some other person, firm, corporation, or organisation with whom the Employee has some connection, for a period of three months from the date of termination.

## **(II) PROVISIONS RELATING TO HOURS OF WORK**

### **9. HOURS OF WORK**

- 10.1 (a) The ordinary hours of work shall be 80 hours in any fortnight. These hours will be divided into no more than ten working duties to be worked on any days of the fortnight. Every employee shall have two periods of at least 24 hours off duty each week and except in the case of emergencies or by agreement, these shall be consecutive however these off duty periods may fall separately no more than once every 4 weeks by mutual agreement or in exceptional circumstances.

(b) Employees will normally work shifts no more than 8 hours in duration except by mutual agreement between the Employer and Employee they may work shifts of no less than 4 hours and up to 12 hours. Notwithstanding the foregoing it is not expected that the Employee shall work shifts of varying lengths in any roster week unless requested by the employee.

(c) Ten and Twelve hour shifts

- (i) No Employee working ten hours per rostered duty shall work more than five consecutive duties and no Employee working twelve hours per rostered shift shall work more than four consecutive days.
- (ii) If four consecutive twelve-hour shifts or five consecutive ten-hour shifts are worked a minimum of three consecutive 24-hour off duty periods shall be granted. Notwithstanding the foregoing, these off duty periods may fall separately no more than once every four weeks, except by mutual agreement or in exceptional circumstances.
- (iii) No 12-hour roster shall contain breaks between duties of less than eleven consecutive hours. No 10-hour roster shall contain breaks between duties of less than nine consecutive hours. If the actual break is less than nine consecutive hours, then the provisions of clause 10.3 apply.

10.2 Where the Employer clearly establishes that alterations in working hours are required, the Employer is able to alter the hours and/or days of work of Employees provided that:

10.2.1 Employees shall be offered the following options to facilitate this:

- i) Redeployment to another area similar to the Employee's own normal work area on an equivalent shift and day where practicable.
- ii) Voluntary leave without pay with the option of attaining an extra duty wherever possible, or
- iii) Leave without pay, or
- iv) Annual leave, or
- v) Reduced hours in a shift, e.g. two Employees working four hours each.

10.2.2 Where an Employee, permanent or casual, is requested and agrees to work an extra shift and this becomes identified on the roster, either party may cancel that agreement without penalty if a minimum of four (4) hours notice is given. If less notice is given, two (2) hours pay will be either granted by the Employer or forfeited by the Employee.

10.2.3 Employees subject to altered hours shall be given the first opportunity to apply if a position or extra hours become available in future due to relief work or Employees leaving, provided that the Employee has the appropriate skills required for that position.

10.2.4 It is recognised that the Employer will continue to offer some work to casual Employees in order to maintain a skilled casual staff resource pool.

9.3 The minimum break between duties shall be no less than nine consecutive hours. If the actual break is less than nine hours then the payment as per clause 11.3 will apply up

until a nine hour break would have been achieved, thereafter ordinary time for remainder of hours worked that shift. If the Employee takes time off the roster to achieve the break they will be paid the ordinary rate for the time they were rostered to work. If the **Employee** requests the short change then no extra payment will be made.

- 10.4 Rosters shall be displayed in a prominent place available to Employees wherever possible at least two weeks in advance of work, but taking into account the needs and work requirements of the particular work area. Changes to the roster are able to be made by mutual agreement or in accordance with Clause 10.2.
- 10.5 Employees shall record all hours worked as required by the Employer. Timesheets not completed correctly by employees must be corrected and may be paid in the following pay period.
- 10.6 Time worked during each day's duty shall be continuous apart from the specified breaks in Clause 12 or any call back.

## 10. OVERTIME

- 11.1 Time worked at the request of the Employer in excess of 80 hours in any fortnight or more than a rostered shift, unless mutually agreed otherwise between the Employer and an Employee, shall be classified as overtime.
- 11.2 Notwithstanding Clauses 10.1 and 10.3, an Employee shall exceed their scheduled hours in a duty as may be necessary to undertake their responsibilities as required under Clause 8. Notice of such additional work shall be given as early as practical by the Employer.
- 11.3 An Employee who works overtime in excess of 61 minutes for the period from the end of the rostered shift shall be allowed 1.5 times the equivalent time off in lieu or overtime shall be paid at 1.5 times the hourly rate established under Clause 15.2.

Such accrued time in lieu may be required to be taken as paid time in lieu subject to the Employer giving the Employee 48 hours' notice of the requirement. A shorter notice period may be agreed between the Employer and the Employee. Otherwise, such time in lieu shall be taken at a time mutually agreed between the Employer and the Employee and consistent with work demands. Time in lieu earned as overtime will be accrued for up to 12 months.

Where an Employee is required to work overtime, notice of such overtime shall be given as early as practicable by the Employer.

- 11.4 Unplanned call back: A call back occurs when the employee:
  - 11.4.1 Is called back to work after completing the day's work or duty, and having left the area of work.
  - 11.4.2 Is called back before the normal time of starting work and does not continue working until such normal starting time.

The employee shall be paid for all hours worked at double the hourly rate established under clause 15.2, for a minimum of two hours payment for any one call back, commencing from the scheduled arrival time. For the purpose of this sub clause more than one call back within the three consecutive hours shall be deemed to be one call back.



Prior agreement to work overtime for a return to theatre, is not considered a call-back. If the staff member chooses to leave the workplace between cases, then the overtime provisions will apply for the hours actually worked.

## **11. REST PERIODS AND MEAL BREAKS**

- 12.1 The following rest periods and meal breaks shall apply:
- 12.2 Each Employee is entitled to a paid rest period of 10 minutes within each four hour period of work. Rest periods shall not interfere with service to patients/work requirements.
- 12.3 An Employee 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 employees where relief cannot be organised for such a meal break, in which case such Employees shall be paid for all time worked.
- 12.4 An Employee who works a twelve hour shift shall be allowed two meal breaks, each of not less than half an hour. The second meal break is to be taken after having worked eight hours of the shift.
- 12.5 The taking of rest periods and meal breaks is able to be varied by agreement between the Employer and the Employee.
- 12.6 The Employer shall supply tea, coffee, milk, sugar and hot/cold water at no cost to the Employee for use during rest periods and meal breaks.

## **12. FULL-TIME, PART-TIME, CASUAL AND TEMPORARY WORK**

- 13.1 An Employee may be employed on a full-time, part-time, casual or temporary basis, subject to the appropriate definitions in Clause 2.1.
- 13.2 Employees working less than 80 hours per fortnight shall have their remuneration calculated on a pro rata basis where remuneration benefits are expressed in daily, weekly, fortnightly or yearly terms.

## **(II) REMUNERATION**

### **13. CLASSIFICATION**

14.1 The following are the classifications of Employees employed under this contract:

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

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

"Hospital Aide" is an assistant to the nursing team who performs tasks relating to patient care and support, including diversional therapy, under the direction and supervision of a registered nurse who shall be accountable for that patient care and support.

"Theatre Suite Assistant" is a person who is employed within the Theatre Suite Unit to primarily provide cleaning, stores and orderly functions. In addition to bundle picking instruments for cases.

"Ward Assistant" is a person employed in the Ward to provide general assistance in terms of bed making, orderly functions, providing refreshments and some reception cover.

"Senior Technician" is a person employed in the Central Sterile Supplies Department who holds the NZ Sterile Supply Technology Course Certificate and has completed 5 years of service within a CSSD setting.

"Qualified Technician" is a person who is employed in the Central Sterile Supplies Department and has completed the NZ Sterile Supply Technology Course Certificate.

"Unqualified Technician" is a person who is employed in the Central Sterile Supplies Department and is working towards the NZ Sterile Supply Technology Course Certificate.

"Shift Coordinator" is a person who is appointed for not less than 4 hours to take responsibility for coordinating workflows, rostering, leadership, coordination and assessment of complex patient needs and liaising with management in emergency situations. Shift coordinators will have proven leadership capability and must hold or be working towards a PDRP level 3 or 4.

14.2 The position classification descriptions in Clause 14.1 are indicative only of the positions and do not necessarily include all work responsibilities as defined in the relevant position description.

#### 14. REMUNERATION AND ALLOWANCES

15.1 The parties agree that this agreement provides minimum rates of pay. The payment of rates more favourable to individual Employees than these rates shall not be inconsistent with the provisions of this Collective Agreement.

15.2 The following base salaries shall be paid for all Employees, subject to pro-rata based on hours of employment:

	Hourly Rate from 16 March 2020	Annualised
<b>Registered Nurses</b>		
Seventh Year	\$39.95	\$83,335
Sixth Year	\$38.81	\$80,957
Fifth Year	\$37.72	\$78,683
Fourth Year	\$33.96	\$70,840
Third Year	\$32.14	\$67,044
Second Year	\$30.26	\$63,122
First Year	\$27.95	\$58,303
<b>Enrolled Nurses</b>		
Fourth and subsequent Years	\$28.64	\$59,743
Third Year	\$26.60	\$55,487
Second Year	\$25.04	\$52,233
First Year	\$23.14	\$48,270
<b>Hospital Aide</b>		
Fifth and Subsequent Years	\$22.17	\$46,246
Fourth Year	\$20.91	\$46,618
Third Year	\$20.25	\$42,242
Second Year	\$20.25	\$42,242
First Year	\$20.25	\$42,242
<b>Theatre Suite and Ward Assistant</b>		
Second Year	\$20.25	\$42,242
First Year	\$20.25	\$42,242
<i>Note – The scale for Theatre Suite and Ward Assistants applies to staff employed after 6 March 2008.</i>		
<b>CSSD Staff</b>		
Merit Step ***	\$27.81	\$58,012
Senior Technician	\$25.09	\$52,338
Qualified Technician Year 2 +	\$23.17	\$48,332
Qualified Technician Year 1	\$22.33	\$46,580
Unqualified Technician	\$20.25	\$42,242
*** Merit Step Criteria		

A senior technician may apply for a merit step progression; the following criteria must be demonstrated on an annual basis to receive the salary at this level.

- Attainment of, or working towards the advanced qualification for Sterile Services or other relevant qualification
- Shares specialist knowledge or applies technical practice skills
- Leads and participates in quality improvement process changes
- Satisfactory performance development reviews

**Note:** Service year progressions will be based on a year (12 months) of employment (including any periods of holiday or other approved leave absence), since your last progression (regardless of FTE).

For the purposes of the initial migration to annual progression (16 March 2020) staff annual progression will take place when either they meet the hour's qualifier of 2086 hours at a progression step, or the completion of one year at a set level; whichever falls first.

For new members to the organisation post 16 March 2020 entry steps into the organisation will be based off years' experience post registration or enrolment (if applicable).

15.3 In addition to the base salaries set out in Clause 15.2, an Employee who achieves the levels of accomplishment as described in the Mercy Hospital PDRP Programme will qualify for an increased hourly rate to recognise their PDRP accomplishment. The payment shall be added to an employee's ordinary hourly rate on production of evidence that the level has been either achieved or revalidated post the signing of this agreement.

**Staff who achieve PDRP level 3 or 4 portfolio post the signing of this agreement will receive the following increase in hourly rate:**

	<0.6 FTE	0.6 FTE	0.7 FTE	0.8 FTE	1.0 FTE
L 4 Expert 4500	\$2.70	\$2.70	\$2.70	\$2.70	\$2.70
L3 Proficient 3000	\$1.80	\$1.80	\$1.80	\$1.80	\$1.80

Hourly rate increases have been established based off a 0.8 FTE earning a PDRP payment of \$4,500 per annum at level 4 or \$3,000 per annum at level 3.

**Staff with a current PDRP L3 or L4 as at 16 March 2020 will receive the following hourly rate increase (replacing the lump sum payment) at their next revalidation post the signing of this agreement. These payments are:**

	<0.6 FTE	0.6 FTE	0.7 FTE	0.8 FTE	1.0 FTE
L 4 Expert 4500	\$2.70	\$3.60	\$3.08	\$2.70	\$2.70
L3 Proficient 3000	\$1.80	\$2.40	\$2.05	\$1.80	\$1.80

Grand-parenting the value of their PDRP recognition payments at revalidation (as an hourly rate) for the duration of this contract, calculated for FTE's between of more than 0.6 and less than 0.8 by:  

$$\text{PDRP Lump sum payment} / (\text{FTE} \times 2086)$$

In the event PDRPs are not revalidated within three months of expiry, the hourly recognition payments specified in this clause will cease.

15.4 The following allowances shall be paid in addition to the remuneration specified in Clause 15.2 of this agreement:

15.4.1 **Shift:** Hours worked in the following time bands qualify for a shift allowance, except for occasions when those hours are worked either on public holidays or as overtime:

*Monday 0000hrs to Monday 0600hrs  
Monday 2000hrs to Tuesday 0600hrs  
Tuesday 2000hrs to Wednesday 0600hrs  
Wednesday 2000hrs to Thursday 0600hrs  
Thursday 2000hrs to Friday 0600hrs  
Friday 2000hrs to Friday 2400hrs*

The shift allowance shall be paid in addition to the ordinary hourly rate at 25% of the Employee's ordinary hourly rate.

15.4.2 **Weekend:** *Hours worked in the following time bands qualify for a weekend allowance, except for occasions when those hours are worked either on public holidays or as overtime:*

*Saturday 0600hrs to Saturday 2000hrs  
Sunday 0600hrs to Sunday 2000hrs*

*The weekend allowance shall be paid in addition to the ordinary hourly rate at 50% of the Employee's ordinary hourly rate.*

**Weekend nights:** *Hours worked in the following time bands qualify for a weekend night allowance, except for occasions when those hours are worked on public holidays:*

*Saturday 0000hrs to Saturday 0600hrs  
Saturday 2000hrs to Sunday 0600hrs  
Sunday 2000hrs to Sunday 2400hrs*

*The weekend night allowance shall be paid in addition to the ordinary hourly rate at 75% of the Employee's ordinary hourly rate.*

*For clarity purposes, in the event that you are working overtime during a weekend night, the weekend night allowance will apply specified in this clause, as opposed to the overtime rate.*

15.4.3 **Shift Coordinator:** An employee may be temporarily appointed in a shift coordinator capacity when the shift has not less than 4 hours without a clinical shift leader or clinical nurse manager onsite. A shift coordinator will be supported by their clinical nurse manager or shift coordinator to fulfil the role and expected to adhere to the requirements in the definition outlined in clause 14.1. Where an employee is appointed as a shift coordinator capacity in line with these requirements, they shall be paid a shift coordinator allowance of \$3.00 per hour, in addition to the ordinary hourly rate for hours worked.

15.4.4 **Practising Certificate:** Where an Employee is required by law to hold an annual practising certificate where it is deemed to be the main employer; the cost of the certificate will be reimbursed by Mercy Hospital. This will be paid as a tax free allowance annually at the time the new certificate takes effect.

*A copy of a practising certificate must be provided at commencement of employment. Thereafter a copy of the current certificate must be provided to the Payroll officer at the time reimbursement is claimed.*

**NZSSA Membership:** CSSD staff will have a \$50.00 tax free reimbursement annually for their NZSSA membership. This will be paid on production of copy of membership statement which includes dates for the period of membership.

**15.4.5 Use of Private Vehicle on Company Business:** A reimbursement rate for using private vehicle when on the company's business will be granted in accordance with the IRD mileage rates.

**15.4.6 Clothing:** Employees are required to maintain their own uniforms/protective clothing that has been supplied.

**14.5.7 Meal:** Where an Employee is required to work overtime for two hours or more after completing the usual shift, and such overtime extends over the Employee's usual meal time, the Employer shall pay the Employee the sum of \$8.62.

**15.4.8 Higher Duties:** A higher duties allowance shall be paid to an employee, who, at the request of the employer is substantially performing the duties and carrying the responsibilities of a position graded higher than the employee's own.

15.4.8.a Except as provided for under clause 15.4.8.b, the higher duties allowance payable shall be \$3.00 per hour provided a minimum of 8 consecutive hours of qualifying service is worked per day or shift.

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

**15.4.9 On Call:**

- a) On call will be used in exceptional circumstances for example prior to periods of close down, when a patient needs ongoing specialising in the Ward, and following up high risk patients in Theatre. The allocation of time should be spread as evenly as practicable among those on the roster.
- b) Those employees rostered on-call shall be paid an on call allowance of \$4.05 per hour, except on weekends and public holidays where the rate will be \$5.00 / hr and \$6.06 / hr respectively.
- c) The on call allowance is payable for all hours the employee is rostered on call including the period of time they are required to be at work. In addition, time worked will be paid at the appropriate rate as set out in clauses 11 and 15.
- d) On call will not affect the ability of nurses to pick up casual shifts.

## **15. PAYMENT OF REMUNERATION**

16.1 Payment of remuneration shall be by direct credit to a nominated bank account.

16.2 The pay period shall be fortnightly with remuneration paid no later than the Wednesday following the completion of each pay period.

16.3 The Employer shall be entitled to make a rateable deduction from the Employee's remuneration in accordance with the Wages Protection Act 1983 for any time lost through an Employee's own default, sickness (where no special leave entitlement exists), accident,

or in instances of over payment, or where directed by statute. Any further pay deductions will be at the discretion of the Employer upon request by the Employee and must be authorised in writing by the individual Employee and such deduction authority must be given to the Employer prior to the commencement of any deductions.

- 16.4 The Employer shall, upon written request from the Employee, deduct from the Employee's remuneration, fees for an Employee's union representative. Such fees shall be remitted not less frequently than three monthly to the Employee's representative. The Employer is able to deduct up to 2½% of these fees as a handling charge.
- 16.5 An Employee shall be provided with a fortnightly pay statement showing details of earnings and any deductions that are made and any pay variations.
- 16.6 If an overpayment of wages is made Mercy Hospital will deduct the amounts from the next pay period, following notification and discussion with the employee.
- 16.7 All outstanding monies and holiday pay shall be paid on the termination of any Employee's employment on the last working day provided that the required notice has been given, otherwise without undue delay. On termination and after consultation, the Employer shall be entitled to deduct any monies owed by the Employee to the Employer from any final payment.
- 16.8 Superannuation: The employer will make KiwiSaver contributions as per legislative requirements

#### **(IV) TERMS AND CONDITIONS OF EMPLOYMENT**

##### **16. DRESS STANDARD AND HYGIENE**

- 17.1 The Employer shall require Employees to wear normal work dress (including footwear) appropriate to the position as determined by the Employer and such dress shall be maintained by the Employee in a clean and tidy condition satisfactory to the Employer.
- 17.2 Where required by professional practice and/or legislation Employees shall comply with specified hygiene standards.

##### **17. UNIFORMS/PROTECTIVE CLOTHING**

- 18.1 Where Employees are required to wear uniforms and/or protective clothing on duty in addition to normal work dress, such uniforms/protective clothing shall be of an approved standard and design/style as determined by the Employer. Items covered by this clause will be specified by the Employer.
- 18.2 The uniforms referred to in Clause 18.1 shall, at the Employer's discretion, be either supplied by the Employer or supplied by the Employee. Protective clothing shall be supplied by the Employer.

##### **18. AMENITIES AND FACILITIES**

- 19.1 Amenities and facilities will be provided in accordance with the Health and Safety at Work Act 2015

- 19.2 Employees shall be provided with individual secure cupboard areas specifically for safekeeping of personal belongings while on duty.

The Employer shall take no responsibility for safe keeping of personal belongings where such secure areas are not used by the Employee.

## **(V) PROVISIONS RELATING TO LEAVE**

Unless otherwise agreed by the Employer leave should be taken in the following order to extent that the leave is available,

- a) Alternative holidays
- b) Time in Lieu
- c) Outstanding Annual leave
- d) Accrued Annual Leave
- e) Leave without pay

### **19. PUBLIC HOLIDAYS**

- 20.1 Public holidays shall be allowed in accordance with the Holidays Act 2003 and subject to the provisions of this clause.

- 20.2 Where a public holiday falls on a day normally scheduled to be worked and the Employee does not work on that day, it shall be paid for on the basis of the hours normally scheduled for work on that day at the hourly rate specified in Clause 15.2.

Where a part-time Employee participates in a fixed roster (i.e. same days each week) they shall not be entitled to an alternative holiday if their rostered day off falls on a public holiday.

If the roster they participate in is not fixed (floating days) they shall receive an alternative holiday if the public holiday falls on the day of the week that they worked more than 40% of the time over the last 3 months (12 weeks).

The calculation 40% of the time over the last 3 months (12 weeks), is agreed as the mechanism to also establish what 'otherwise would be a working day'.

- 20.3 Should it be required, any of the public holidays may by agreement between the Employer and the Employee, be observed on a different day.

Otago Anniversary is routinely transferred to the Easter period, an advisement confirming the transferred observance date, will occur two months in advance.

- 20.4 Where an Employee is required to work on a public holiday (or a day designated as such under Clause 20.3), they shall be paid two times the ordinary hourly rate specified in Clause 15.2, and be granted an alternative holiday. The time of taking the alternative holiday will be agreed between the Employer and the Employee. Payment for the alternative holiday shall be the Employee's relevant daily pay for the day. The Employer and Union acknowledge that the rate is different from and in all cases higher than that required by the Holidays Act 2003.

- 20.5 Should any public holiday occur during an Employee's annual leave and the Employee would have received a paid holiday if they had not been on leave, then the Employee will receive credit for the public holiday by taking it as a paid public holiday on the actual date or at a later time by mutual agreement, under the same payment conditions as Clause 20.2.



- 20.6 Where a public holiday is observed on other than a Saturday or Sunday and the public holiday falls on the rostered day off of a full-time Employee, then the Employee will receive credit for the public holiday by taking it as a paid public holiday on the actual date or at a later time by mutual agreement, under the same payment conditions as Clause 20.2. The maximum number of hours paid or accrued in this circumstance is eight.
- 20.7 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. One alternative holiday shall apply in respect of each public holiday or part thereof worked.

## **20. ANNUAL LEAVE**

- 21.1 Subject to Clause 21.1.1, Full-time Employees shall be entitled to 4.6 weeks annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause.
- 21.1.1 Full-time employees who have completed five years current continuous service with Mercy Hospital are, from the first day of the sixth year, entitled to five weeks annual leave.
- 21.2 The entitlement will be applied on a pro rata basis for part time Employees.
- 21.3 Casual or temporary Employees shall be entitled to annual leave in accordance with the provisions of the Holidays Act 2003.
- 21.34 Annual leave may be accrued up to a maximum of two years' entitlement only with the prior approval of the Employer.
- 21.45 Annual leave shall be taken to fit in with service/work requirements and may include anticipation of up to one year's annual leave entitlement by agreement with the Employer.

## **21. EASTER CLOSE-DOWN**

The Employees agree that according to Section 30(2) of the Holidays Act 2003 the Employer may have a second close-down period at Easter. That period shall be from Good Friday until the following Sunday week inclusive. The taking of the second close-down period will be advised to Employees two months in advance of its scheduled occurrence. If the Employer exercises its discretion to have the second close-down period, Employees will have the opportunity to take leave without pay notwithstanding that other leave may be available to take.

## **22. LEAVE WITHOUT PAY**

- 23.1 Employees are able to take leave without pay providing such leave is mutually agreed between the Employer and the Employee.

## **23. SPECIAL HOLIDAYS FOR LONG SERVICE**

- 24.1 A full-time or part-time Employee shall be entitled to special holidays in addition to annual leave as follows:

- 24.1.1 One special holiday of two weeks after the completion of 10 years of current continuous service with the Employer which shall be taken before the completion of 20 years of current continuous service with the Employer.
- 24.1.2 One special holiday of three weeks after the completion of 20 years of current continuous service with the Employer which shall be taken before the completion of 30 years of current continuous service with the Employer.
- 24.1.3 One special holiday of five weeks after the completion of 30 years of current continuous service with the Employer which shall be taken before the date of retirement.
- 24.2 All such special holidays provided for in sub-clause 24.1 shall be on current rates of pay, paid pro-rata for part-time Employees based on average hours worked in accordance with the Holidays Act 2003, and are to be taken, where possible, in one period at such time as agreed between the Employer and the Employee.
- 24.3 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.
- 24.4 Where the Employer and the Employee mutually agree payment may be made in lieu of the holiday being taken.

## **24. SICK LEAVE**

- 25.1 Where an Employee is granted sick leave, they shall be entitled to five days sick leave in the first six months of employment, a further five days sick leave in the second six months, and then ten days in each subsequent year (pro rata for part time staff as below).
- A part-time Employee who works
- four days per week shall be entitled to 8 days per annum sick/domestic leave;
  - three days per week shall be entitled to 6 days per annum sick/domestic leave;
  - two days or less per week shall be entitled to 5 days per annum sick/domestic leave.
- 25.2 Unused sick leave for full-time Employees shall accumulate to a maximum of 40 days to be used when the Employee is sick, by carrying forward from one year to another any unused sick leave of up to 30 days.
- Part-time Employees shall accumulate this leave on a pro-rata basis in the same proportion as set out in Clause 25.1.
- 25.3 Sick leave referred to in Clause 25.1 may be taken when an Employee, the Employee's spouse or a person who depends on the Employee for care is sick or injured.
- 25.4 Sick leave shall be paid in accordance with the Holidays Act 2003.
- 25.5 At the Employers discretion an employee may be granted further sick or domestic leave.
- 25.6 Notice shall be given to the Employer as soon as possible of absence due to sick leave, and where at all possible before the commencement of work.
- 25.7 Proof of sickness or injury may be required in accordance with Section 68 of the Holidays Act 2003.

## **25. BEREAVEMENT LEAVE**

- 26.1 The Employer shall grant to the Employee paid leave of up to but not exceeding three days to discharge any obligation and or pay respects to a deceased person with whom the Employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). This leave may be extended in special circumstances with approval from the Employer.
- 26.2 The Employer agrees that on application it may be appropriate to grant leave without pay in order to accommodate various special bereavement needs not recognised in Clause 26.1.
- 26.3 Bereavement leave shall be paid in accordance with the Holidays Act 2003.

## **26. FAMILY VIOLENCE**

- 27.1 Domestic and family violence can impact on an employee's attendance and performance at work. Domestic violence is defined by s2 of the *Domestic Violence Act 1995*.

Both full time and part time employees are to be covered by this policy.

Policy:

The employer will support staff experiencing domestic violence. This support includes:

- For those experiencing domestic or family violence, up to 10 days of paid leave in any calendar year to be used for medical appointments, legal proceedings and other activities (such as counselling) related to domestic or family violence. This leave is in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- To support safety planning and avoidance of harassing contact, the employer will approve any reasonable request from an employee experiencing domestic or family violence for:
  - changes to their span or pattern of working hours, location of work or duties
  - a change to their work telephone number or e-mail address
  - any other appropriate measure for flexible work arrangements.

An employee who supports a person experiencing domestic or family violence may take domestic leave to accompany them to court, to hospital or to mind children.

All personal information concerning domestic violence will be kept confidential and will not be kept on the employee's personal file without their agreement.

Proof of domestic violence may be requested and can be in the agreed form of a document from the police, a health professional or a domestic violence support service.

Both the employer and the union recognise the need for an emotionally and physically safe working environment.

## **27. PORTFOLIO / PROFESSIONAL DEVELOPMENT LEAVE**

28.1 In recognition of the time and effort required to develop and maintain Nursing Competence, the Employer shall grant Portfolio / Professional Development Leave of 32 hours per annum to all permanent RN and EN staff at Mercy Hospital. This leave will be on a pro rata basis for part time staff but will not be less than 8 hours per annum. This time is granted for either working on a portfolio, PDRP or professional development that is relevant to the employees work.

Attendance at the annual mandatory staff training day which all staff are required to attend, will not be considered as part of the Portfolio / Professional Development Leave.

28.2 The thirty two hours granted will be non cumulative. The time may be taken in no less than two hourly increments. Exceptions to this should be negotiated with the Employee's Clinical Nurse Manager.

28.3 Portfolio / Professional Development Leave will be granted in one of two ways:

- Application made to their Manager;
- Negotiated with the Clinical leader/Manager on an ad hoc basis, e.g. where there is down time.

Please note: This leave will not be granted on a statutory holiday or weekend day

28.4 The Employee is required to produce a portfolio or application for PDRP within the agreed timeframe of Portfolio Development Leave being taken. Failure to do so will result in the leave reverting to Paid Time in Lieu, Annual Leave or Leave without Pay.

## **28. PARENTAL LEAVE**

Parental leave shall be granted in accordance with the Parental Leave and Employment Protection Act 1987 and its amendments.

## **29. JURY SERVICE**

30.1 Where an Employee is required to undertake jury service, the difference between the fees (excluding reimbursing payments) paid by the Court and the Employee's expected pay for scheduled work shall be made up by the Employer for a maximum of up to one week's jury service in any one calendar year, provided that the Employee returns to work immediately on any day they are not actually serving on a jury, and further provided that the Employee produces the Court expenses voucher to the Employer. Additional payments for time off work for jury service in excess of one week in a year may be made at the Employer's discretion.

30.2 Where an Employee called for jury service elects to take annual leave or leave without pay, or where the jury service is performed during an Employee's off-duty time, then the Employee shall retain the juror's fees and expenses paid.

29.3 An Employee called for jury service shall advise the Employer as soon as practicable.

### **30. PAY EQUITY SETTLEMENTS**

- 31.1 Mercy agrees to enter in to discussions with NZNO in the event Pay Equity work currently been undertaken results in the better terms and conditions than those currently outlined in this collective.

## **(VI) GENERAL PROVISIONS**

### **31. HEALTH AND SAFETY**

- 32.1 The Employer shall comply with the provisions of the Health and Safety at Work Act 2015 concerning safety, health and welfare matters. The parties to this contract agree that Employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of Employees shall be taken.
- 32.2 It shall be the responsibility of the Employer to ensure that the workplace meets required standards and that adequate and sufficient safety equipment is provided.
- 32.3 Employees must notify the Employer of any work hazard of which they become aware as soon as practicable on the day on which the hazard is identified.
- 32.4 A work related accident to any Employee must be reported to the Employer and documented as soon as practicable on the day on which the accident occurs. Failure to do this may result in the Employer not accepting that the accident occurred at work.
- 32.5 It is a condition of employment that safety equipment and clothing required by the Employer to be worn or used by the Employee must be worn or used and that safe working practices must be observed at all times.
- 32.6 It is a condition of employment that all Employees attend a compulsory in-service on fire, emergency and disaster, and other relevant in-service topics as deemed compulsory by Hospital Management from time to time. If the compulsory in-service is attended out of normal duty hours the time will be remunerated at the hourly rate specified in Clause 15.2.

### **32. HARASSMENT**

- 33.1 The parties to this contract agree that harassment is unacceptable and will not be condoned in the workplace.
- 33.2 Harassment complaints shall be taken seriously and handled with sensitivity and impartiality. Guidelines for dealing with this matter are contained within the Human Resources Manual.

### **33. TERMINATION OF EMPLOYMENT**

- 34.1 Employment may be terminated by either party by the giving of four week's written notice of termination. A reduced notice period for valid reasons may be considered. Except that in the case of casual Employees (provided that casual Employees shall have worked or be paid for a minimum of three hours work unless agreed otherwise) one hours' notice will be given. Temporary Employees shall cease their employment upon the termination of their fixed term contract or earlier by either party giving four weeks' written notice of termination. This shall not prevent the Employer from summarily dismissing any Employee for serious misconduct.

- 34.2 In the event that the Employee leaves without notice or during the notice period without the written consent of the Employer, the Employer reserves the right to deduct a day's salary for each day not worked during the notice period. This may include deduction from any moneys that have accrued due for any period of leave.
- 34.3 Where an Employee is absent from work for a continuous period exceeding three working days without the consent of the Employer, and without justifiable cause, they shall be deemed to have terminated their employment without notice.
- 34.4 In the event of redundancy, that is a full-time or part-time Employee's position becoming superfluous to the needs of the Employer, four weeks' notice shall be given or four weeks' payment in lieu of notice shall be paid to the Employee. The Employee's duly authorised representative shall also be notified no later than the time of giving notice to the Employee in order to discuss any suitable redeployment alternatives.
- 34.5 Upon termination of employment the Employer shall, on request, provide the Employee with a certificate of service stating dates and capacity of employment.

#### **34. TEMPORARY EMPLOYMENT AGREEMENTS**

Temporary employment agreements will only be used to cover specific situations of a temporary nature. The use of Temporary Employees will at all times be consistent with Section 66 of the Employment Relations Act 2000 and subsequent related amendments.

#### **35. CONTINUITY OF SERVICE**

- 36.1 For the purpose of this contract current continuous service 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 without an interruption in their service.

#### **36. NZNO MEETINGS**

1. NZNO members shall be entitled to four hours paid time off to attend NZNO meetings in each calendar year provided that each of the following conditions is fulfilled:
  - (i) At least 21 days' notice of the meetings shall be given where possible/appropriate.
  - (ii) Work shall resume as soon as practicable after the finish of the meeting.
  - (iii) NZNO will consult with the employer to ensure that the employer's business is able to be maintained during any NZNO meeting.
2. The provisions of this clause shall be inclusive of any legislative entitlement to paid union meetings.

#### **37. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS**

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

##### **1. Definitions:**

- (a) An "**employment relationship problem**" includes
  - (i) A personal grievance
  - (ii) A dispute

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

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

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

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

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

**2. Raising Employment Relationship Problems:**

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

**3. Mediation:**

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

#### **4. Employment Relations Authority:**

If the problem is not resolved by mediation, it may be referred to the Employment Relations Authority for investigation and determination.

**NOTE:** *The powers of the Employment Relations Authority, and the remedies it may award, are set out in detail in the Employment Relations Act 2000.*

### **38. EMPLOYEE PROTECTION PROVISION**

- 39.1 If the Employer is proposing to restructure (that is to sell, transfer or contract out all or any part of the Employer's operation to a new Employer) and the Employee's position is affected by the restructure then the Employer will consult with the Employee as required by current legislation.
- 39.2 If the Employee is one to whom Schedule 1A of the Employment Relations Act 2000 applies then the Employee has the rights set out in Part 6A of that Act and it shall apply instead of the following sub-clause 3 of this clause.
- 39.3 On a restructure the Employer will endeavour to negotiate with the new employer for the continued employment of the Employee on the terms of this agreement if that is possible or on such other terms as may be agreed. If such negotiations are successful the Employee may choose whether to transfer or not on the terms so negotiated within a reasonable time set by the Employer. If the Employee does transfer then this agreement ends by agreement on the day that the restructuring takes place and the redundancy provision of this agreement will not apply.
- 39.4 If the Employee does not transfer to a new employer on a restructure or if in the opinion of the Employer the Employee's position becomes surplus to the operations of the Employer for any other reason then redundancy occurs.
- 39.5 In the event the employee is not employed by the potential new employer, for whatever reason, the employee's redundancy entitlements will be determined in accordance with provisions of their collective employment agreement.

### **39. EMPLOYMENT RELATIONS EDUCATION LEAVE**

1. The Employer shall grant Employment Relations Education Leave to members of the NZNO to increase the knowledge about employment relations for the purpose of:
- ◆ Improving relations among NZNO, Employees, and Employers.
  - ◆ Promoting the objects of the Employment Relations Act 2000, especially the duty of good faith.
2. Employment Relations Education Leave shall be granted according to the following table:

<b>FTE eligible Employees as at 40.1 March each year</b>	<b>Maximum number of days of employment relations education leave that we are entitled to allocate as a union</b>
--	---



1 - 5	3
6 - 50	5
51 – 280	1 day for every 8 FTE eligible Employees or part of that number
281 or more	35 days plus 5 days for every 100 FTE eligible Employees or part of that number that exceeds 280

3. For the purposes of calculating the number of full-time equivalent (FTE) eligible Employee:-
  - (i) A full-time Employee is an Employee who normally works 30 hours or more during a week and is to be counted as 1.
  - (ii) An Employee who normally works less than 30 hours during a week is to be counted as one-half.
4. The NZNO will, after calculating the maximum number of days of Employment Relations Education Leave give the Employer a notice containing:-
  - (i) The maximum number of days calculated in accordance with 2; and
  - (ii) The details of the calculation.
5. NZ Nurses Organisation is entitled to allocate Employment Relations Education Leave to eligible Employees.
6. The maximum number of days to be allocated in any one year is not to exceed the entitlement allowed under 2, unless the Employer agrees to the allocation of additional days.
7. The maximum number of days of Employment Relations Education Leave that NZNO are entitled to allocate in relation to eligible Employees is five days unless the Employer agrees to the allocation of additional days.
8. The entitlement applies for the year starting 1 March and finishing on the last day of February.
9. Additional leave may be granted at the Employer's discretion.
10. The NZNO allocates Employment Relations Education Leave to an eligible Employee by giving notice to the member, and a copy of the notice to the Employer informing both parties that:-
  - (i) The NZNO has allocated Employment Relations Education Leave to the member; and
  - (ii) The date on which the Employment Relations Education Leave has been allocated for; and
  - (iii) The education proposed to be undertaken during the leave.
11. The Employer must be notified under 4, no later than 21 days before the first day of the leave.
12. The Employer may refuse an eligible Employee to take the Employment Relations Education Leave if the Employer reasonably believes that the Employee taking Employment Relations Education Leave on the dates notified would unreasonably disrupt the Employer's business.

13. The Employer must pay the Employee on Employment Relations Education Leave ordinary pay for the day or part day of the leave. Ordinary pay is as defined in the Holidays Act or its successors.
14. The provisions contained in this clause are the same as the rights granted under The Employment Relations Act 2000 and are not designed to enhance the rights contained in the Act.

#### **41. NZNO Access to the Workplace**

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

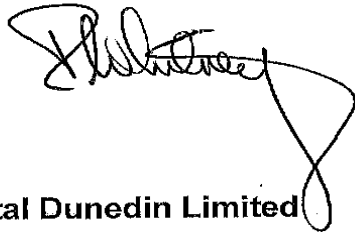
#### **42. NZNO Delegates**

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

- (i) Accordingly paid time off (at ordinary time rates) shall be allowed for delegates to attend meetings with management, consult with NZNO members, other workplace delegates and NZNO officials, to consult on and discuss issues such as management of change and staff surplus, and provide employee representation.
- (ii) Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably held.
- (iii) The amount of paid time off and facilities provided shall be sufficient to enable delegates to give adequate consideration to the issues in the workplace.

**This Agreement is agreed between the parties:**

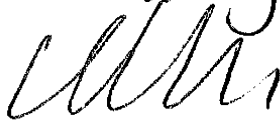
For: The Employer



Richard Whitney

**For Mercy Hospital Dunedin Limited**

For: The Union

Karyn Chalk  


**NZ Nurses Organisation**

Date: 3-6-2020