

# Nurse Maude

**NZNO and Nurse Maude Collective Agreement**



**1 September 2022 to 31 August 2023**

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## (I) COVERAGE OF AGREEMENT

### 1. Parties

#### 1.1. The parties to this agreement shall be:

Nurse Maude Association ("The employer")

and

The New Zealand Nurses Organisation ("The union")

#### 1.2. All employees who become covered by this agreement during its term shall receive written notification of their starting salary, hours of work, classification and whether employment is of a permanent, casual, or temporary/fixed term nature.

#### 1.3. An employee's commencement in their role is contingent upon the receipt by the employer, of a copy of the Declaration and letter of offer signed by the employee prior to the start date.

### 2. Coverage Clause

This collective agreement shall cover employees of Nurse Maude who are members of the New Zealand Nurses Organisation and who are employed in the following positions:

- Allied Health Practitioner
- Registered Nurse
- Enrolled Nurse
- Clinical Screener
- Clinic Aide
- Health Care Assistant (District Nursing)
- Hospital/Hospital Aide
- Nurse Practitioner
- Service Coordinator/Customer Service Coordinator
- Hub Administrator
- Service Administrator
- CCC Administrator
- Senior ACC Administrators
- Senior Administrators

The current incumbent in the role of Support Worker Supervisor is grand parented on the document. Any future incumbent will not be covered by this document.

This agreement shall not cover the following personnel: Homecare Support Workers; Team Leaders, Clinical Nurse Managers, or other Management Personnel.

### 3. Variation

Any variation to this agreement shall be agreed in writing between the employer and the New Zealand Nurses Organisation.

#### 4. Term

This agreement shall come into force on 1 September 2022. This agreement shall continue in force until 31 August 2023.

This agreement supersedes any other agreement for the employment of the employee parties to this agreement, either written or oral or implied, and any such agreements are cancelled as at the coming into force of this agreement.

#### 5. Statutory Provisions

5.1. This agreement shall include all terms implied by operation of law or incorporated by statute or otherwise.

#### 6. Policies and Procedures

6.1. All employees covered by this agreement shall comply with the employer's policies and procedures.

#### 7. Definitions

**Nurse** - Includes all persons defined as nurses under the Health Practitioners Assurance Act 2003.

**Registered Nurse** - Included in the Register of Nurses defined in Section 16 of the Health Practitioners Competence Assurance Act 2003.

**Enrolled Nurse** - A nurse who is on the roll in New Zealand as an Enrolled Nurse and who is delegated patient related tasks by a Registered Nurse which conform to the legal limitations of this role outlined in Section 16 of the Nurses Amendment Act 1983. An Enrolled Nurse is required to hold a current Annual Practising Certificate

**Senior Role** - A senior position as designated by the employer and paid in accordance with the Senior Scale.

**Allied Health Practitioner** - A professionally credentialed health professional, other than a nurse or doctor, such as, but not limited to, an Occupational Therapist, Physiotherapist or Social Worker.

**Clinical Screener** - Ensures referrals are screened and reviewed in an appropriate and timely way to initiate the client care, triage, identify risks, and refer to health care providers. A Clinical Screener must be a Registered Nurse or Allied Health Professional as defined in Section 16 of the Health Practitioners Competence Assurance Act 2003 and hold a current Practising Certificate. Clinical Screeners will be employed on the Community Nursing scale, excluding Care Coordination Clinical Screeners.

**Clinic Aide** - An assistant directed to carry out a range of tasks by a Registered Nurse that includes, but is not limited to, cleaning clinic rooms and instruments, assisting takedown of dressings, assisting clients to and from appointments and positioning clients for treatment.

**Health Care Assistant (District Nursing)** – An assistant who is directed by Registered or Enrolled Nurses to complete advanced personal cares and other activities that do not require specialist nursing knowledge, judgement, and skill in a community setting.

**Hospital/Hospice Aide** - An assistant who is directed to carry out a range of tasks that includes the patient's/client's personal and hygiene needs as well as the cleanliness of the patient's/client's environment and to assist in providing activities to meet the recreational and psychosocial needs of the client/patient in a residential setting.

**Nurse Practitioner** – a nurse employed by the organisation to work in a Nurse Practitioner position who meets the requirements of the Nursing Council of New Zealand scope of practice for Nurse Practitioners.

**Permanent Employee** - An employee who is employed on a regular on-going basis from week to week and whose normal hours of work are up to 40 hours each week. This may include working as part of a job share arrangement by mutual agreement between the employer and the employees concerned.

**Casual Employee** - An employee who has no guaranteed hours of work and works hours offered by the employer as mutually agreed.

**Temporary/Fixed Term Employee** - An employee who is engaged on a temporary or fixed term agreement for a specified period or project.

The employment period will have a specified commencement and termination date. The reason for the employment relationship being for a fixed term will also be stated, and that accordingly, the employer wishes to appoint the employee on a short-term basis.

At the end of the agreed period of employment the employment relationship will come to an end on the basis that the specified reason for the employer requiring the services of the employee will be satisfied on that date.

The employer and the employee agree and understand that there is no expectation that the employee's employment will continue beyond the date specified in the written notification to the employee prior to employment.

**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 for the employees working shifts. Such hours may extend over any of the days of the week.

**Week** - A week commences on Monday (12:00am) and continues until midnight Sunday.

**On-call** - On-call means that the employee shall be available for work as required during off duty time.

**Fortnight(ly)** - Fortnight(ly) shall mean fourteen days from midnight Sunday to midnight of the Sunday two weeks later covered by the pay fortnight. Any nightshift commenced on the last Sunday of the pay fortnight shall be included as part of that pay period and be paid accordingly.

**Annual Practicing Certificate** - A certificate issued pursuant to Section 61 of the Health Practitioners Competence Assurance Act 2003.

**Current Continuous Service** - Current continuous service shall refer to the period of current unbroken service with the employer, from the date of commencement of employment up to the current reference time.

## 8. Responsibilities

- 8.1. Every employee employed under this agreement shall undertake any 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 she/he is working under supervision.
- 8.2. Where position descriptions are provided for such work, each employee shall undertake the work required in the 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 requirements.
- 8.3. Every employee employed under this Agreement and practising under the Health Practitioners Competency Assurance Act 2003 shall abide by the requirements of the Health Practitioners Competency Assurance Act 2003. This includes a requirement for employees bound by this Agreement to inform the organisation of any change to scope of practice imposed by the Regulating Authority.



## 9. Confidentiality

- 9.1. Whilst also fulfilling their obligations under the Privacy Act 1993 and Health Information Privacy Code 1994, employees shall not utilise or disclose confidential information in regard to the employer's operations, business, clients' patients or other employees 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 or her/his 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 or her/his authorised representative.

## (II) PROVISIONS RELATING TO HOURS OF WORK

### 10. Hours of Work

- 10.1. **Clinical (Non-Administration) Staff:** The employee's normal hours of work shall not exceed 80 hours per fortnight to be worked on any days of the week ("the normal hours of work"). No employee shall work more than six consecutive duties without a break of twenty-four hours: Except that, at times, on a rostered basis District Nurses may work seven shifts in a row to provide cover for weekends. Four days off shall be available each fortnight and usually two days off per week. Wherever possible, two consecutive days will be provided unless otherwise mutually agreed. Salaries for the positions covered by this Agreement are detailed in Clause 14.
- 10.2. **Administration/Customer Service Staff:** An employee's normal hours of work shall be as specified in the employee's individual terms and letter of offer. The normal hours of work shall be worked on any days of the week. Two days off shall be available each week and these shall be provided separately no more frequently than one week in six. On all other occasions they shall be provided as consecutive days.
- 10.3. Each employee shall be provided with a written copy of any additional individual terms of employment which shall not be inconsistent with this Agreement. The individual terms shall state the employee's agreed hours not otherwise specified in this Agreement including where applicable, the employee's minimum guaranteed hours of work, the days of the week the work will be performed, the start and finish times of the work and any flexibility relating to days of work and start and finish times. Any agreed variation to the employee's hours shall be recorded and a copy provided to the employee.
- 10.4. The employee's normal hours of work (including starting and finishing times) can be varied by the employer from time to time according to the changing needs of the employer's business, provided that such changes are by mutual agreement prior to implementation and at least two weeks' notice (except in exceptional circumstances) of such change is given.
- 10.5. The rostered period of work shall not exceed eight worked hours (exclusive of a meal break) unless mutually agreed otherwise between the employer and the employee and shall be scheduled to meet the service requirements established by the employer.
- 10.6. The minimum break between duties shall be nine hours unless requested by the employee (and it fits with operational requirements) or mutually agreed.
- 10.7. Rosters shall be displayed in a prominent place available to employees one month in advance of scheduled work.
- 10.8. Because the employer's business involves fluctuating requirements, the parties agree that changes to rosters once published shall be by mutual agreement.
- 10.9. Should the employer cancel any shift that a casual employee has agreed to undertake, we will give appropriate notice. For afternoon and night duties this will be at least four hours' notice. For morning duties, this will be by 21.30 hours the previous evening. The employee may not claim payment where such notice is given. If the employer

needs to cancel a casual shift with less notice than above, the employee will be paid as if the shift had been worked. This applies also if the employee has already started working their shift and the balance of it is cancelled.

- 10.10 Where requested, employees shall attend meetings called by the employer. Attendance at such meetings shall be treated as time worked.

## 11. Work in Excess of Normal Hours

### 11.1. **Overtime**

With the exception of the Senior Nurses, in circumstances where an employee works in excess of eighty hours in any fortnight, the employee will be paid for approved overtime at the agreed rate.

- 11.2. Overtime is time worked in excess of eight hours per day or the rostered duty whichever is the greater, or 80 hours per two-week period, where such work has been authorised in advance.
- 11.3. Overtime worked on any day (other than a public holiday) from midnight Sunday/Monday to midnight on the following Friday shall be paid at one and a half times the normal hourly rate of pay (T1.5) for the first three hours and at double the normal hourly rate of pay (T2) thereafter.
- 11.4. **Clinical (non-administration) Staff only:** Overtime worked from 2200-0600 Sunday to Friday or from midnight Friday to midnight Sunday/Monday, or on a public holiday shall be calculated at double the normal ordinary rate (T2).
- 11.5. **Administration/Customer Service staff:** Overtime must be pre-approved with the Service Manager prior to being worked and paid. If it is mutually agreed that staff work additional hours in the weekend, Nurse Maude will endeavour to provide the staff member with an additional day off in the same pay period to ensure their fortnightly hours do not exceed 80. Overtime will only be paid for weekend work when it is not possible to provide an additional day off due to staff shortages and fortnightly hours exceed 80.
- 11.6. No employee shall be required to work for more than 12 consecutive hours where their normal shift is of 8 or 10 hours' duration.
- 11.7. Overtime shall only be payable to Senior Nurses where the manager is satisfied that the additional time worked is necessary because of an emergency or other special circumstance.

## 12. Rest Periods and Meal Breaks

12.1 Every employee is entitled to the following rest periods and meal breaks, the timing and arrangement of which can be by mutual agreement.

- (a) Work period 2-4 hours: 10-minute paid rest break
- (b) Work period 4-6 hours: 10-minute paid rest break and 30-minute meal break
- (c) Work period 6-8 hours: 2 x 10-minute paid rest breaks and 30-minute meal break
- (d) Work period over 8 hours:
  - a. During first 8 hours: 2 x 10-minute paid rest breaks and 30-minute meal break
  - b. During work period beyond 8 hours: same entitlements as 2-4 hrs, 4-6 hrs, 6-8 hrs periods above

The Employer will act in good faith to agree with employees when meal breaks can be taken that meet the needs of the employee as well as business continuity and legislative requirements. Rest periods shall not interfere with service to patients.

12.2 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.

### (III) REMUNERATION

#### 13. Wages Scales

##### 13.1. Senior Scale

Employees in senior roles shall receive an annual salary for all time worked. The following remuneration scale will apply to the positions named, with individual employees translating to the relevant steps within the level based on the defined criteria.

The existence of a CNS position on the Senior Scale does not require that position to have an incumbent at any given time. The number of CNS roles in each specialty and / or the requirement for a CNS in any specialty listed in the Senior Scale will be determined by the employer according to the needs of the business.

Level	Positions	Steps	Effective 1/09/2022 Hourly rate	Criteria
2	Continence Advisor	1	\$41.02	There will be automatic progression up the pay scale on the employee's anniversary date until Level 2, Step 3 is reached.*
	Stomal Therapist			
	Diabetes Nurse	2	\$41.77	
	Infection Control Nurse			
	Education Coordinator	3	\$43.71	
	Nurse Liaison			
	Wound Care Nurse			
	Quality Facilitator			
	Palliative Care Specialist Nurse			
3	Informatics Nurse	1	\$44.43	Entry level
		2	\$46.04	<b>Advanced</b> (Graduate Certificate) or equivalent, 4 years' post registration experience and 2 years in the speciality
		3	\$48.98	<b>Expert</b> (PG Cert or Dip), 5 years' post registration experience and 3 years in the speciality

Level	Positions	Steps	Effective 1/09/2022 Hourly rate	Criteria
4	Clinical Nurse Specialists	1	\$46.84	<b>Entry level</b> CNS (PG Dip)
	Clinical Nurse Educator			
	Dietitian (incumbent employed as at 14/04/08)	2	\$48.44	<b>Advanced</b> , PG Dip 4 years' post registration experience and 2 years in the speciality
	Liverpool Care Pathway Facilitator/End of Life Care Facilitator	3	\$51.46	<b>Expert</b> (Masters) plus 5 years' post registration experience and 3 years in the speciality
5	Nurse Practitioner	1		Salary for this position will be individually negotiated until such time as a scale has been developed and agreed upon by the parties of this collective agreement.

\* Transition to Automatic Progression for Level 2, step 1-3: From 1 September 2022 automatic progression will be extended to Level 2. From this time any SNs on Level 2 will automatically move up to the next step on the pay scale on their anniversary date until they reach Level 2, step 3.

See Appendix 1 for the definitions and requirements of a Graduate Certificate and a Post Graduate Certificate.

## 13.2. Community Nursing, Hospital and Hospice and Specialty Clinics:

The scales below apply to all nursing roles working in the Community, Clinic, Hospital or Hospice based services, excluding any roles covered by the senior scale. Note that advancement RN 7 and 8 is only applicable to Community Nursing.

### 13.2.1. Community Nurse

Community Nurse	
Step	Effective 1/09/2022 Hourly rate
RN8 (refer below)	\$42.55
RN7(refer below)	\$40.65
<p>Requirements for advancement to the Community Nursing Scale:</p> <p><b>RN7</b> – Post Graduate Certificate relevant to the area of practice plus all competencies for the area of practice. Four years' post registration experience and two years in the specialty.</p> <p><b>RN8</b> – Post Graduate Diploma/Masters relevant to the area of practice plus all competencies for the area of practice. Five years' post registration experience and three years in the specialty.</p> <p>* In some instances, the employer may allow employees without the required length of service to progress up the pay scale. Such decisions will be made at the employer's discretion on a case by case basis using guidelines to be developed and mutually agreed upon by the parties of this agreement during the current term.</p> <p>** Nurses whose post registration experience is less than an average of 0.6FTE per year will be assessed on a case by case basis for Steps 7-8.</p> <p>See Appendix 1 for the definitions and requirements of a Graduate Certificate and a Post Graduate Certificate.</p>	

### 13.2.2. Registered Nurse

Registered Nurse	
Step	Effective 1.09.2022 Hourly rate
RN6	\$39.91
RN5	\$37.75
RN4	\$34.25
RN3	\$32.57
RN2	\$30.82
RN1	\$28.68

RNs on step 5 or lower will automatically move to the next step on the pay scale on their anniversary date each year until they reach RN6. Automatic progression does not continue beyond RN6.

An EN working at Nurse Maude who qualifies as an RN and subsequently attains a role as an RN will commence at their current rate and transition to RN3 on their one year anniversary in the role



### 13.2.3.Enrolled Nurse

Enrolled Nurse	
Step	Hourly rate 1.09.2022
EN4	\$30.13
EN3	\$29.33
EN2	\$27.39
EN1	\$26.09

A Nurse Maude caregiver (anyone covered by Care and Support Workers (Pay Equity) Settlement Act 2017 ) who qualifies as an EN and subsequently attains an EN role will remain on their current rate and then move to EN 4 on their one year anniversary date in the role

ENs on step 3 or lower will automatically move to the next step on the pay scale on their anniversary date each year until they reach EN4

### 13.2.4.Caregiver Staff

Caregiver Staff Engaged before 1 July 2017**	
Employee's Qualification Or Continuous Length of Service with Employer	Effective 1 July 2022
No relevant qualification or less than 3 years	22.49
Level 2 qualification, or 3 years or more but less than 8 years	24.06
Level 3 qualification, or 8 years or more but less than 12 years	26.16
12 years or more, if * applies	27.20
Level 4 qualification, or 12 years or more, if * does not apply	28.25
<p>* This applies to a caregiver staff if:</p> <ul style="list-style-type: none"> <li>a) the employee commenced employment with the employer on or after 1 July 2005; and</li> <li>b) the employee has not attained a level 4 qualification; and</li> </ul> <p>the employee's employer has provided the support necessary for the employee to attain a level 4 qualification.</p>	

Caregiver Staff Engaged on or after 1 July 2017**	
Employee's Level of Qualification	Effective 1 July 2022
No relevant qualification	22.49
Level 2 qualification	24.06
Level 3 qualification	26.16
Level 4 qualification	28.25
<p>**This scale applies to Hospital Aides and Health Care Assistants from 1 July 2017. Hospice Aides and Clinics Aides will be employed on the Caregiver scale from 3 January 2018</p>	

Nurse Maude will ensure that care and support workers are able to attain:

- The New Zealand Certificate in Health and Wellbeing level 2 (or equivalent) within the first 12 months of employment; and

- The New Zealand Certificate in Health and Wellbeing level 3 (or equivalent) within the first 3 years of employment; and
- The New Zealand Certificate in Health and Wellbeing level 4 (or equivalent) within the first 6 years of employment.

Support that is provided by the employer to attain these qualifications is recorded in the Support Worker/Hospital Aide Training Policy.

### 13.3. Allied Health

Levels	Effective 1/09/2022 Hourly rate	Criteria
Level 1	\$32.22	Graduate – Qualified and registered.
Level 2	\$36.25	Entry Level –Qualified, 2 years' post registration experience
Level 3	\$38.94	Competent –Qualified, 3 years' post registration experience
Level 4	\$42.96	Advanced - PG Dip 4 years' post registration experience
Level 5	\$45.64	Expert – Masters Qualified – 5 years' post registration experience

Progression through the Allied Health Scale for Dietician, Physiotherapist, Occupational Therapist and Social Worker roles: Criteria for step five is a master's degree with 5 years post-registration experience OR 10 years post-registration experience. Current employees with 10 years or more post registration experience will move to step 5 at the next anniversary date after September 1, 2021.

### 13.4. Administration and Customer Service Roles

Positions	Steps	Effective 1/09/2022 Hourly rate	Criteria
Service Coordinator Customer Service Coordinator	1	27.58	There will be automatic progression up the pay scale on the employee's anniversary date until Step 2 is reached.
	2	28.25	
Hub Administrators Customer Service Administrators Service Administrators CCC Administrators	1 Entry Level	23.66	There will be automatic progression up the pay scale each year on the employee's anniversary date until Step 3 is reached.
	2	24.11	
	3	25.10	
Senior ACC Administrator	1	25.48	The existence of these positions does not require the position to be filled at any given time. The role will be filled by the employer depending on the needs of the business
	2	26.00	There will be automatic progression up the pay scale on the employee's anniversary date until Step 2 is reached.
Senior Administrator	1	27.58	The existence of these positions does not require the position to be filled at any given time. The role will be filled by the employer depending on the needs of the business
	2*	28.25	There will be automatic progression up the pay scale on the employee's anniversary date until Step 2 is reached.

## **14. Allowances**

### **14.1. Senior Scale Allowances**

The following allowances shall be paid to roles covered by the Senior Scale in addition to the rates specified in clause 13.1:

#### **14.1.1. On Call - Senior Scale**

Any employee who is required by the employer to be on call during normal off duty hours shall be paid an on-call allowance of \$3.77 per hour from Monday to Friday, \$4.31 per hour on weekends and \$5.65 per hour on Public Holidays.

The on-call allowance is payable for all hours the employee is rostered on call including time covering an actual call out.

Employees working seven day rosters will not be rostered on call immediately prior to or on their rostered days off or while on annual leave, unless mutually agreed.

#### **14.1.2. Call backs - Senior Scale**

Minimum Payment: An employee who is rostered on call shall be paid for a minimum of three hours, or for actual working and travelling time, whichever is the greater, when the employee:

- (i) is called back to work after completing the day's work or duty, and having left the place of employment or
- (ii) is called back before the normal time of starting work and does not continue working until such normal starting time.

Except that, call backs commencing and finishing within the minimum period covered by an earlier call back shall not be paid for. Where a call back commenced before and continues beyond the end of a minimum period for a previous call back, payment shall be made as if the employee had worked continuously from the beginning of the previous call back, to the end of the later call back.

If the designated on-call employee is still on the premises after the end of their working shift and they are called out, they will be paid as if they are called back in accordance with this clause.

#### **14.1.3. Weekend Rates - Senior Scale**

It is not an expectation for Senior Nurses to be rostered to work weekends. However, when a Senior Nurse is required by their manager to work between midnight Friday and midnight Sunday, they will be paid at the rate of T1.5 for that part of the shift which falls between these hours.

## 14.2. Hospice, Hospital, Specialty Clinics and Community Nursing Allowances

The following allowance shall be paid to permanent clinical staff working in the Hospice, Hospital, Specialty Clinics and Community Nursing:

### Qualifying Shifts

Permanent employees working qualifying shifts are entitled after 12 months' continuous shift work, to additional leave in accordance with the table below. The entitlement to qualifying shifts will be calculated on the employee's annual leave anniversary date. It is expected that the qualifying shifts leave earned will be used prior to the employee's next anniversary date.

Qualifying shifts are defined as a shift which involves at least two hours' work performed outside the hours of 8.00am to 8.00pm, excluding overtime.

No. of qualifying shifts	No. of Days
121+	5
96-120	4
71-95	3
46-70	2
21-45	1
< 21	0

## 14.3. Hospital and Community Nursing Allowances

### RN Coordinator

An allowance of \$2.50 an hour shall be paid to Registered Nurses undertaking Coordinator roles within District Nursing and to the designated RN providing a leadership function on the afternoon and night shifts in the Hospital.

#### **14.4. Community staff allowances**

##### **14.4.1.Evening Rate: Community RNs and ENs**

Any employee who is required to work a duty which falls between the hours of 8.00pm and 7.00am will be paid at the rate of T1¼ for that part of the shift which falls between these hours.

##### **14.4.2.Weekend Rate: Community RNs and ENs**

Any employee who is required to work between midnight Friday and midnight Sunday will be paid at the rate of T1½ for that part of the shift which falls between these hours.

##### **14.4.3.Evening Rate: Community HCAs**

Any employee who is required to work between the hours of 8:00pm and 6:00am, Monday to Friday will receive an evening rate allowance of \$4.66 gross per hour.

##### **14.4.4.Weekend Rate: Community HCAs**

Any employee who is required to work between Saturday: 6:00am to 10:00pm or Sunday: 6:00am to 10:00pm will receive a weekend rate allowance of \$9.33 gross per hour.

##### **14.4.5.Evening Rate: Clinic Aides**

\$14.00 per duty.

##### **14.4.6.Weekend Allowance: Clinics Aides**

- An employee who works on a Saturday and/or Sunday shall receive an allowance equating to 20% of the applicable base rate.

Translation to new Weekend Allowance: Members on higher rates at 1 September 2021 (Caregiver steps 1-2) will be grand-parented on either \$5.00 or \$6.45 until they reach a step in the scale which would increase their weekend allowance

##### **14.4.7.On Call: Community Nursing**

The parties agree that the allocation of on-call time should be spread as evenly as practicable amongst those required to participate in the on-call roster. Where possible, employees will be required to work a maximum of one night on-call every 4 weeks (28 days). Any change to this requirement will be by mutual agreement.

Any employee who is required to be on-call by the employer during otherwise off-duty time shall be paid an on-call allowance of \$3.77 per hour from Monday to Friday, \$4.31 per hour on weekends and \$5.65 per hour on Public Holidays.

The on-call allowance is payable for all hours the employee is rostered on call, including time covered by an actual call-out.

Unless by mutual agreement or in emergencies, no employee shall be required to remain on call for more than 40% of his/her off-duty time in any fortnightly period.

Employees working seven day rosters will not be rostered on call immediately prior to or on their rostered days off or while on annual leave, unless so requested by the employee. Call backs: Community Nursing

Minimum Payment: An employee shall be paid for a minimum of three hours, or for actual working and travelling time, whichever is the greater, when the employee:

- (i) is called back to work after completing the day's work or duty, and having left the place of employment or
- (ii) is called back before the normal time of starting work and does not continue working until such normal starting time.

Except that, call backs commencing and finishing within the minimum period covered by an earlier call back shall not be paid for. Where a call back commenced before and continues beyond the end of a minimum period for a previous call back, payment shall be made as if the employee had worked continuously from the beginning of the previous call back, to the end of the later call back.

If the designated on-call employee is still on the premises after the end of their working shift and they are called out, they will be paid as if they are called back as per this clause.

If the employee is on call between the hours of 5.00pm and 7.00am, and deals with an issue by telephone which would otherwise have resulted in the employee being called out to the workplace, she/he shall be entitled to:

- \$5.13 for each incoming telephone conversation, to a maximum of \$30.75 per on-call period; and
- Be paid at the base hourly rate for the duration of the telephone conversation.

## **14.5. Hospice and Hospital Staff allowance**

The following allowances shall apply to Hospice and Hospital Staff only

### **14.5.1. Night Rate - Hospital**

Any employee who is required to work an eight-hour duty, part of which falls between the hours of midnight and 6:00am, shall be paid an allowance at the following rates:

Registered Nurse	\$23.69 per duty
Enrolled Nurse	\$19.38 per duty
Aide	\$14.00 per duty

### **14.5.2. Night Rate – Hospice, RNs and ENs**

Any employee who is required to work an eight-hour duty which falls between the hours of 8.00pm and 7.00am will be paid at the rate of T1¼ for that part of the shift which falls between these hours.

### **14.5.3. Night Rate- Hospice Aide**



\$14.00 per duty.

#### **14.5.4. Weekend Allowance - Hospital**

- Hospital RN, EN who work on a Saturday and/or Sunday shall receive a weekend allowance equating to 50% of the applicable base rate
- Caregivers who work on a Saturday and/or Sunday shall receive a weekend allowance equating to 20% of the applicable base rate.

Translation to new Weekend Allowance: Members on higher rates at 1 September 2021 (RN steps 1-4, EN steps 1-2 and Caregiver steps 1-2) will be grand-parented on either \$5.00 or \$6.45 until they reach a step in the scale which would increase their weekend allowance

#### **14.5.5. Weekend Rate – Hospice, RNs and ENs**

Any employee who is required to work between midnight Friday and Midnight Sunday will be paid at the rate of T1½ for that part of the shift which falls between these hours.

#### **14.5.6. Weekend Allowance- Hospice Aide:**

- An employee who works on a Saturday and/or Sunday shall receive a weekend allowance equating to 20% of the applicable base rate.
- Translation to new Weekend Allowance: Members on higher rates at 1 September 2021 (Caregiver steps 1-2) will be grand-parented on either \$5.00 or \$6.45 until they reach a step in the scale which would increase their weekend allowance

### **14.6. Administration/ Customer Service Allowances**

#### **14.6.1. Weekend Rate**

Except for permanent weekend staff, an employee who is rostered to work on a Saturday or Sunday shall be paid at the rate of T1.5 for each hour worked.

#### **14.6.2. Evening Rate**

Except for permanent evening staff, an employee who is rostered to work between 6.00pm and 10.00pm shall be paid at the rate of T1.25 for each hour worked.

### **14.7. Other Allowances**

The following allowances are applicable to all roles covered by this agreement and shall be paid in addition to the specified hourly rates:

#### **14.7.1. Travel**

Where an employee is required by the employer to use a private vehicle for carrying out work responsibilities, the employee shall receive reimbursement at the rate of 58.5 cents per kilometre for vehicle expenses.

#### **14.7.2. Clothing**

An allowance of \$3.50 per week shall be paid to all permanent clinical staff with patient contact who supply, maintain, and clean their work clothing. For part time staff this allowance will be pro-rated on the basis of the number of hours worked. This allowance is not applicable to staff who are provided with a uniform, or to staff who have the option of receiving a uniform but choose to wear their personal clothing while working.

#### **14.7.3. Annual Practicing Certificate**

Where a permanent employee is required to hold an Annual Practicing Certificate as part of their role, the employer will reimburse the employee for the cost of renewing their Annual Practicing Certificate upon presentation of documented confirmation of their new certificate being approved. Casual employees will be entitled to reimbursement if their previous 12 months service equates to 0.4 FTE or higher. Employees will not be reimbursed for the cost of their Annual Practising Certificate if they present their confirmation after the expiration of their previous practising certificate, unless the delay is due to Nursing Council or other registering body. Employees will be reimbursed for their Annual Practicing Certificate in the pay period in which the Practicing Certificate becomes current. Part time and casual employees who are also engaged by another employer will be reimbursed on a pro rata basis.

#### **14.7.4. Higher Duties**

Any employee who is required to undertake and carry out the responsibilities of a more senior position than the employee's own, for a period of ten (10) continuous days or longer, will be paid at the level appropriate to the senior position for all time worked in the senior position. This payment will take the form of a separate higher duties allowance.

#### **14.8. Professional Development and Recognition Programmes (excluding Senior Roles, Allied Health, and Hospital and Community Aides)**

In recognition of the importance of increasing the number of expert/accomplished and proficient nurses, an employee who reaches the following levels will receive a pro rata allowance as long as she/he maintains that level of practice. All levels of practice allowances shall be added to the base rate of pay and be payable on all hours worked, and shall attract penal rates and overtime.

The rates of these allowances are as follows:

RN Expert	\$4,000p.a. (pro rata).
RN Proficient	\$2,500p.a. (pro rata)
EN Accomplished	\$4,000p.a. (pro rata)
EN Proficient	\$2,500p.a. (pro rata)

## 15. Payment of Wages

- 15.1. Payment of wages shall be by direct credit to a nominated bank account.
- 15.2. The pay period shall be fortnightly with salaries paid no later than the Thursday following the completion of each pay period. The exception to this is when circumstances arise which are beyond the control of the employer. Such circumstances may include, but are not limited to, natural disaster (i.e. earthquake), major electricity or unplanned computer network outage, banking system breakdown or public holiday bank closure. In such circumstances the employer undertakes to expedite the pay as soon as possible after the event. Wherever possible the employer will advise employees of the potential delay.
- 15.3. Deductions may be made from wages for work time lost through the Employee's sickness (other than as provided for in this Agreement), accident, default, leave without pay, or for any other debt or money owing to the Employer following consultation with the employee.
- 15.4. The employer shall, upon written request from the employee, deduct from the employee's salary, fees for an employee's duly authorised representative. Such fees shall be remitted not less frequently than three monthly to the employee's representative.
- 15.5. An employee shall be provided with a fortnightly pay statement showing details of earnings and any deductions and any pay variations that are made.
- 15.6. All outstanding monies and holiday pay shall be paid after the termination of employment of any employee on the pay day immediately following the last working day provided that all property belonging to the employer, including but not limited to: uniform, ID badge, swipe card, laptop, mobile phone has been returned. In accordance with sections 4 and 5 of the Wages Protection Act (1983), the employer and the employee agree that, where the employee fails to return company property, the employer reserves the right to deduct a sum of money equal to the replacement value of the unreturned property from any final payment by way of withholding final wages or holiday pay.

The employer and employee also agree that the employer reserves the right to deduct any wages or holiday pay owed in the event an employee fails to work out their required notice period. The amount of monies withheld will equate to the amount of notice that was not fulfilled.

Acknowledging that the swipe card is particularly sensitive as it provides ongoing access to the residences of the employers' clients, the employer and the employee accept that the swipe card issued to the employee for use during the employment relationship, must be returned at the time employment is terminated. It is further agreed and understood by both parties that no wages or holiday pay owing at the time of termination will be paid until and unless the swipe card has been returned to the employer.

## (IV) TERMS AND CONDITIONS OF EMPLOYMENT

### 16. Dress Standard

The employer shall require employees to wear dress 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.

## (V) PROVISIONS RELATING TO LEAVE

### 17. Public Holidays

17.1. Employees shall be entitled to public holidays pursuant to the Holidays Act 2003, which includes:

- Christmas Day
- Boxing Day
- New Year's Day
- 2 January
- Waitangi Day
- Good Friday
- Easter Monday
- ANZAC Day
- the birthday of the reigning Sovereign (observed on the first Monday in June)
- the day on which a public holiday is observed to acknowledge Matariki (Te Rā Aro ki a Matariki/Matariki Observance Day)
- Labour Day (being the fourth Monday in October):
- the day of the anniversary of a province or the day locally observed as that day (related to where the employee lives).

Where the public holiday falls on a day that would otherwise be a working day for an employee, the employee shall be entitled to be paid for that public holiday.

17.2. The employer shall be entitled to require an employee to work on a Public Holiday and to stipulate the number of hours to be worked on the Public Holiday. Where such a day is worked, the following shall apply:

- Hospital - employees shall be paid at the rate of one and a half times (T1.5) their hourly rate for the hours actually worked.
- Administration, Customer Service, Hospice and District Nursing Employees – employees shall be paid at the rate of two times (T2) their hourly rate for the hours actually worked.

17.3. Where the public holiday falls on a day that would otherwise be a working day for the employee, and the employee works on the public holiday, the employee shall receive, in addition to payment for working on the public holiday (Clause 17.2), an alternative paid holiday of one day at a later date. The timing of the alternative paid holiday will be determined by agreement between the employer and the employee or, in the absence of agreement being reached, according to the Holidays Act 2003.

- 17.4. Establishing an otherwise working day - where an employee's days of work are fixed, the employee shall only be entitled to public holiday provisions if the day would otherwise be a working day for that employee.
- 17.5. When the employee's days are not fixed, the employee shall be entitled to the public holiday provisions if they worked the day of the week that the public holiday falls on for 5 or more of the previous 12 weeks. Payment for the day will be relevant daily pay. Administration/Customer Service staff working on Christmas day will be provided with a meal.
- 17.6. .Leave without pay on a Public Holiday: An employee shall not be entitled to payment for a public holiday falling during a period of leave without pay (including sick leave without pay) unless the employee has worked during the fortnight ending on the day on which the holiday is observed. Payment shall be made in accordance with Holidays Act.
- 17.7. Leave on reduced pay: An employee, during a period on reduced pay shall be paid the relevant daily pay for public holidays falling during the period of such leave.

## 18. Annual Leave

- 18.1. Permanent employees shall be entitled to four weeks' annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause.
- 18.2. On the completion of five years of current continuous service, employees will receive:
- A total of four weeks and three days' annual leave per annum pro rata. Employees commenced accruing this additional entitlement on their next anniversary date from 14 January 2014.
  - From 3 January 2018 on the completion of 5 years' current continuous service employees will receive a total of four weeks and four days' annual leave per annum pro rata. Additional leave will accrue from the employee's next anniversary date effective from 3 January 2018.
  - From 15 September 2018 on the completion of 5 years' current continuous service employees will receive a total of five weeks' annual leave per annum pro rata. Additional leave will accrue from the employee's next anniversary date from 15 September 2018.
- 18.3. Permanent employees who work qualifying shifts are entitled after 12 months' continuous shift work, to up to 5 days' additional annual leave in accordance with Clause 14. Such leave should be taken within 12 months of the employee's annual leave anniversary day.
- 18.4. Casual or temporary/fixed term employees shall be entitled to annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause.
- 18.5. Annual leave is able to be accrued to a maximum of two years' entitlement with approval of the employer.

- 18.6. An employee will be permitted to take annual holidays within 12 months of the date at which the employee's holiday entitlement arose. If leave is not taken within this period notice may be given to the employee as to when the leave shall be taken. Notice of such leave shall not be less than three weeks for administration staff and 14 days for all other employees.
- 18.7. The parties to this agreement agree that the taking of a minimum of 4 weeks' annual leave during each 12 months of employment is essential for the rest and recreation needs of all employees. Therefore, the employer will not promote or accept requests from employees to pay out one week of their yearly four-week annual leave entitlement except where the employee establishes that exceptional circumstances require them to make such request.
- 18.8. The employer and employee agree that payment for annual holidays will be made in accordance with the normal pay cycle.

## 19. Terms and conditions for School-based Nurses

School based Nurses are employed for 47 weeks per year. Annual leave will be taken during the five (5) week end of year break within December and the end of January, in accordance with school closures. Leave without pay will be taken during the term breaks.

If they wish and are competent to do so, School based nurses may make themselves available for casual district nursing work during the between term unpaid break only. Any such casual work will be on the basis of a separate employment agreement and offer letter

## 20. Special Holidays for Long Service

- 20.1. Permanent employees shall be entitled to special holidays in addition to annual leave as follows:

20.1.1. One special holiday of one week pro rata after the completion of 10 years' current continuous service with the employer which shall be taken before the completion of 15 years of current continuous service with the employer.

20.1.2. Clinical (Non administration staff) :One special holiday of two weeks' pro rata after the completion of 15 years of current continuous service with the employer which shall be taken before the completion of 25 years of current continuous service with the employer.

Administration/Customer Service staff: One special holiday of one week pro rata after the completion of 15 years of current continuous service with the employer which shall be taken before the completion of 25 years of current continuous service with the employer.

20.1.3. One special holiday of three weeks' pro rata after the completion of 25 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.

- 20.1.4. One special holiday of two weeks' pro rata after the completion of 30 years of current continuous service with the employer which shall be taken before the completion of 35 years of current continuous service with the employer. This special holiday leave may be taken in one total period, or on an agreed flexibility basis where the employee may elect to take small periods of leave at a time (for example, one day per week for a period of 10 weeks, as a phased approach towards retirement).
- 20.1.5. One special holiday of five weeks' pro rata after the completion of 35 years of current continuous service with the employer which shall be taken before the date of retirement.
- 20.2. All such special holidays provided for in sub-clause 20.1, with the exception of clause 20.1.4, shall be on current salary, and are to be taken, where possible, in one period at such time as agreed between the employer and the employee.
- 20.3. If an employee having become entitled to a special holiday leaves her/his employment before such holiday has been taken, she/he shall be paid in lieu thereof.
- 20.4. Where the employer and the employee mutually agree payment may be made in lieu of the holiday being taken.

## 21. Sick Leave

- 21.1. Employees are entitled to sick leave pursuant to the Holidays Act 2003.
- 21.2. **Clinical/Nursing (Non-Administration) Staff:** as an additional benefit, these employees will be entitled to the full sick leave entitlement in the Holidays Act 2003 from their employment commencement date (10 days per annum).
- 21.3. **Administration and Customer Service (Non-Clinical) Staff:** these employees will be entitled to the full sick leave entitlement in the Holidays Act 2003 (10 days per annum) and as an additional benefit, these employees will be entitled to 5 days sick leave on commencement of employment, and the remaining 5 days after completion of 3 months (i.e. instead of waiting the statutory 6 month period).
- 21.4. Unused sick leave shall accumulate to a maximum of 70 days for permanent staff employees.
- 21.5. Sick leave may be taken where:
- (i) an employee is sick or injured, or
  - (ii) an employee's spouse is sick or injured, or
  - (iii) a person who depends on an employee for care is sick or injured.
- 21.6. Sick leave shall be paid in accordance with the Holidays Act 2003.

- 21.7. 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 the day's work.
- 21.8. A claim for sick pay shall be supported by a Medical Certificate if requested by the employer, after 3 calendar days' absence from the workplace, whether or not the days would otherwise be working days for the employee. The cost of the medical certificate will be borne by the employee.
- 21.9. The employer may require an employee to provide a medical certificate after one day's absence for sick leave provided to an employee in excess of the minimum entitlement provided by the Holidays Act 2003. The cost of the medical certificate will be borne by the employee.
- 21.10. At any time, other than detailed above, the employer may require the employee to provide a medical certificate to confirm proof of sickness or, where applicable their fitness to return to work. The cost of the medical certificate related to such requests will be borne by the employer.
- 21.11. These provisions are inclusive of the sick leave entitlements contained in the Holidays Act 2003.
- 21.12. An employee who is on annual leave shall be entitled to sick leave in accordance with the provisions of the Holidays Act 2003
- 21.13. At the employer's discretion an employee may be granted further anticipated Sick Leave in the event of an employee having no entitlement left. Leave granted under this provision may be debited as an advance on the next years' entitlement – up to a maximum of 5 days. The employer is entitled to repayment from the employee in the event of termination of employment prior to the employee's next entitlement arising.

## 22. Bereavement Leave

- 22.1. In accordance with the Holidays Act 2003, after six months' continuous employment, leave of up to three (3) days shall be allowed to the employee on the death of an employee's spouse, parent, child, brother or sister, father-in-law or mother-in-law, grandparent or grandchild.
- 22.2. In accordance with the Holidays Act 2003, leave of one (1) day may be allowed on the death of any other person if the employer accepts, having regard to the following factors, that an employee has suffered a bereavement as a result of the death:
- (i) the closeness of the association between the employee and the deceased person;
  - (ii) whether the employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death; and
  - (iii) any cultural responsibilities of the employee in relation to the death.

## 23. Casual or Temporary / Fixed Term Employees



Casual and temporary/fixed term employees will be entitled to sick leave and bereavement leave in accordance with the provisions of the Holidays Act 2003 following six months' continuous employment.

#### Leave without Pay

- 23.1. In the event that an employee requests to take leave without pay for professional development reasons or to assist a direct relative on compassionate grounds, or other similar situation, the employer may grant such leave to a limit of three months without loss of current continuous service or position. The employer acknowledges that approval of such request will not be unreasonably withheld.
- 23.2. Approval of any request for leave without pay for a period longer than three months is entirely at the discretion of the employer and employees will have no expectation that such leave will be approved. Where leave without pay is approved for a period of longer than three months, the employee will relinquish their rights to any benefits related to current continuous service.

#### 24. Training and Education Leave

- 24.1. The employer shall grant Educational leave to Registered and Enrolled Nurses and Administration/Customer Service staff to a maximum of 32 hours per year for full time employees. Part time employee's entitlements will be pro-rated to no less than 8 hours per year. Leave entitlements will be renewed on the employee's anniversary date. This leave is to enable employees to complete qualifications, to attend courses and to undertake research or projects that are relevant to the employer and which facilitate the employee's growth and development. Such leave will be granted at the employer's discretion and is to be taken in accordance with the Nurse Maude Policy on Education Leave. If education leave is granted the following conditions shall apply:
  - 24.1.1. An employee who takes educational leave at her/his own request and who terminates her/his employment within six months of receiving notification of successfully completing and passing the course shall reimburse the employer for fees outlaid on a pro-rata basis. Such payment shall be deducted from outstanding salary and/or holiday pay.
  - 24.1.2. One day's paid study leave may be granted prior to each final examination, subject to service requirements, where an examination is part of the training requirements.
  - 24.1.3. All arrangements and obligations in respect of training and educational leave shall be agreed at the time of approval of such leave.
  - 24.1.4. Where an approved course for Clinical Staff is Health Workforce New Zealand funded and the employee is approved to attend by Nurse Maude, additional educational leave will be granted in accordance with course requirements.
  - 24.1.5. An employee may take paid educational leave on a non-working day after seeking approval from the employer. In this instance, a day off must be scheduled within the same pay period to ensure FTE is maintained.

- 24.2. Where an employee is directed by the employer to attend any job-related course during working hours, she/he shall be allowed time off without loss of pay or deduction from Educational Leave hours upon producing satisfactory proof of attendance.
- 24.3. In the situation where an employee applies for support for training and development opportunities that are of a longer duration and/or require more significant support, the employer may, at its discretion as part of its approval process, make individualised arrangements such as a bonding agreement based on length of service during and post study or a reimbursement based on level of academic achievement.
- 24.4. **PDRP Preparation:** Employees working on preparing a portfolio, obtaining or maintaining skill levels associated with the Professional Development and Recognition Programme (PDRP) are entitled to additional leave in order to undertake research or study associated with meeting PDRP requirements as follows:

Level	
Proficient	1 day p.a.
Expert/Accomplished	2 days p.a.

- 24.5. **Preceptor Time:** 8 hours supernumerary time will be allocated to Clinical Liaison Nurses and NETP/ENSIPP preceptors on an annual basis to create a performance appraisal and supporting documentation as part of the requirements for the related programmes. The hours and any additional hours which may be required are by negotiation and to be approved by their service manager. The additional 8 hours are not additional to existing rostered hours but to be used when the staff member would usually be rostered to work. Time may be taken as a whole unit of 8 hours or split to suit the service requirements and preceptor with permission from the service manager. The hours taken are not to be used where the service would incur penal rates

## 25. Parental Leave

Parental leave shall be granted in accordance with the Parental Leave and Employment Protection Act 1987, and in accordance with Nurse Maude Policies and Procedures.

## 26. Jury Service

- 26.1. It is Nurse Maude's expectation that where an employee is called for jury service, he/she shall, other than in exceptional circumstances, or where the nature of his/her role requires a replacement to be provided during his/her absence, undertake that service.

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 she/he is 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.

- 26.2. 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 may retain the juror's fees and expenses paid.
- 26.3. An employee called for jury service shall advise the employer as soon as practicable.
- 26.4. An employee shall notify the employer on the next working day following receipt of notification of a requirement to attend jury service.

## (VI) GENERAL PROVISIONS

### 27.Redundancy

27.1. If a permanent employee's position becomes superfluous, either wholly or partially, to the needs of the employer, the employee's employment is able to be terminated with four weeks' written notice or payment in lieu thereof.

27.2. Redundancy compensation, where relevant, will be based on salaries specified in clause 14 and any other salaries paid in excess of the printed rate and paid according to the following formula: Four weeks' compensation paid for the first year's employment or part thereof and one week for every subsequent year or part thereof. Compensation will be paid to a maximum of 20 weeks for non-administration staff. Compensation will be paid for a maximum of 10 years' service for Administration/Customer Service employees.

### 27.3.

(a) Employees will be consulted if there is a reasonable prospect that their position may become redundant. Redundancy may occur:

- (i) where the position held by the employer is relocated outside of the greater Christchurch region or such geographic region where the employee is employed; or
- (ii) where the duties, authority or status of the employer are materially diminished, for reasons not attributable to the employee's performance; or
- (iii) where no position of equivalent status is available to the employee in the event of sale or transfer, restructuring or rationalisation or winding up of the Company; or
- (iv) where technological change renders the employee's position surplus to requirements.

(b) For the purposes of this clause, redundancy means that the employee's position is surplus to the employer's needs, and

(c) Restructuring means that the employer has contracted or arranged for the employer's business or part of it to be undertaken by another person or company; or that the employer is selling or transferring the employer's business or part of it to another person or company; or that a contract or arrangement for the employer to carry out work has been terminated but the work is to be carried out by another person or company.

(d) The employer undertakes in these situations to consult with the employee. The employer also undertakes to provide the employee with sufficient and relevant information to enable the employee to understand and engage in meaningful consultation and the employer further undertakes to consider the views of the employee with an open mind before making a decision as to whether or not to declare the employee's position redundant.

(e) The employer will give the employee as much information and notice as possible if the employee's position is likely to be affected by any restructuring proposal and will discuss possible options with the employee.

- (f) If the employee's position becomes redundant as a result of restructuring, the employer will take the following actions as appropriate.
- (i) Offer the employee a suitable alternative position elsewhere in the employer's organisation (suitable alternative position means a position offering the same or substantially similar terms and conditions of employment with the same or substantially similar responsibilities requiring the same or substantially similar skills, knowledge and other performance related requirements, and located in the same greater urban area or in an area acceptable to the employee), but the employee will not be entitled to compensation for redundancy if this offer is declined; or
  - (ii) Offer the employee a different position in the employer's organisation, which may be declined, in which case the employee is entitled to compensation for redundancy, provided this agreement provides for redundancy compensation (when employment is terminated); or
  - (iii) Negotiate with the person to whom it is proposed to sell or transfer the business or part of it, or who is to take over the contract or arrangement from the employer, with a view to agreeing that the employee will transfer to that "new" employer on the same terms and conditions as this Agreement provides, in which case the employee will not be entitled to compensation for redundancy if this offer is declined.
- (g) In a situation where suitable alternative or continuing employment cannot be arranged, the employee shall be given written notice of not less than one month or payment in lieu thereof.
- (h) If the employee's position is made redundant, the employer is entitled to terminate the employee's employment and redundancy compensation will be paid as determined by the sub clauses above.

#### 27.4. Sale or Transfer of the Business

- (a) Where the employer terminates an employee's employment by reason only of the sale or transfer of the business or as a result of any amalgamation of the business under the applicable provisions of the Companies Act 1993, nothing in this Agreement shall require the employer to pay compensation for redundancy to the employee or to make payment to the employee in lieu of any notice that would otherwise be required under the terms of this Agreement if the party obtaining the business:
- (i) has offered the employee employment in the business on terms and conditions substantially the same as or no less favourable than those set out in this Agreement; and
  - (ii) has agreed to treat the employee's employment with the employer as if it were employment with the party obtaining the business and as if it were continuous; and
  - (iii) has offered to employ the employee either:
    - a. in the same or similar capacity, as that in which the employer had employed the employee; or
    - b. in such other capacity as the employee is willing to accept.

27.5. The parties, in compliance with the provisions of the Employment Relations Act 2000, agree that in the event on-going employment is not offered by the purchaser of the whole or part of the business, or a contractor the provisions of clause 28.2 of this agreement shall apply.

## 28. Termination of Employment

- 28.1. In the case of permanent employees, employment may be terminated by either party by the giving of four weeks' written notice of termination or a lesser period of notice by agreement, provided that such agreement shall not be unreasonably withheld if mutually agreed. Two day's written notice of termination of employment is required from casual employees. Temporary employees shall cease their employment upon the termination of their fixed term agreement or earlier by either party giving two weeks' written notice of termination. This shall not prevent the employer from summarily dismissing any employee for serious misconduct.
- 28.2. When the employment is terminated by either party without the required notice, equivalent salary shall be paid by the employer or forfeited by the employee in lieu of the notice required under clause

## 29. Abandonment of Employment

- 29.1. Where an employee is absent from work for more than three consecutive working days without the consent of the employer and, without offering an explanation acceptable to the employer, the employee shall be deemed to have terminated his/her employment.
- 29.2. Prior to terminating the employee's employment under Clause 30.1 above, the employer undertakes to make all reasonable attempts to contact the employee in order to ascertain the employee's intentions in relation to returning to work. If, having taken all reasonable steps to contact the employee, the employee is either unable to be contacted or, having established contact with the employee, the employee does not clarify his/her employment intentions to the reasonable satisfaction of the employer, then Clause 30.1 will apply.

## 30. Suspension

- 30.1. In the event the employer wishes to investigate any alleged misconduct, it may, after discussing the proposal of suspension with the employee, and considering the employee's views, suspend the employee on pay whilst the investigation is carried out. This period of suspension will not be unreasonable.

## 31. Health and Safety

### 31.1. General Health and Safety Obligations

Both the employer and the employee shall comply with their obligations under the Health and Safety at Work Act, 2015. This includes the employer taking all practicable steps to provide the employee with a healthy and safe working environment. The employee shall comply with all directions and instructions from the employer regarding health and safety and shall also take all reasonable steps to ensure that in the performance of their work they do not undermine their own health and safety or the health and safety of any other person.

The parties to this agreement are committed to improving Health and Safety in the workplace by promoting co-operation between the employer, employee and unions and ensuring all employees are provided with reasonable opportunities to be actively involved in the ongoing management of health and safety.

### 31.2. Health and Safety Policies

The employee shall ensure they are familiar with the employer's health and safety policies, and any modifications to those policies that may be introduced from time to time.

### 31.3. Medical Examination

The employer may ask the employee to be examined by a registered medical practitioner, at the employer's cost.

This will only happen if the employer has reasonable grounds to ask for further medical information to help them understand one or more of these points:

- If the employee is safe and healthy enough to return to work.
- The likelihood of the employee being able to return to work within a reasonable timeframe.
- The employee's ability to perform their duties safely and effectively.

The employee may refuse to have the medical examination or allow the relevant results to be shared. If this happens, the employer may act on their concerns based on the information available to them.

### 31.4. Medical Termination

The parties to this agreement accept that, in a situation where the employee is unable to return to full duties for health reasons, for a period of not less than thirty days, the employer may on the basis of the medical report provided under Clause 31.3, terminate the employee's employment in a situation where it is clear that in the employer's opinion, rehabilitation is not likely in the reasonable term and/or suitable alternative employment is not available.

## 32. Union Meetings

- 32.1. In accordance with the Employment Relations Act 2000, employees shall be entitled to paid time off scheduled work to attend two union meetings (each of a maximum of two hours' duration) in each calendar year, for discussing employment agreement matters. The employer must be consulted regarding any request for such a meeting during the term of this agreement so that arrangements are mutually agreed in respect of date, place, and time of such meetings. Payment will only be made on proof of attendance. Sufficient employees will remain at work so that the employer's business is maintained during any meeting.

## 33. Union delegates

The employer accepts that union delegates are the recognised channel of communication between the union and the employer in the workplace and accordingly:

- 33.1. Paid time off during normal working hours (at ordinary time rates) shall be allowed for recognised union delegates to attend meetings with the employer, consult with union members and other recognised employee job delegates and union officials, to consult and discuss issues such as management of change, staff surplus, and representing employees.
- 33.2. Prior approval for such meetings shall be obtained from the employer and such approval shall not be unreasonably withheld.
- 33.3. 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.
- 33.4. There is no expectation or requirement for union delegates to work outside normal working hours.

#### 34. Resolution of Employment Relationship Problems

##### 34.1. Definitions

**Employment Relationship Problem** includes a personal grievance, a dispute, and any other problem relating to or arising out of an employment relationship but does not include any problem with the fixing of new terms and conditions of employment.

**Personal Grievance** means a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union or employees' organisation.

**Dispute** means a dispute about the interpretation, application, or operation of an employment agreement.

##### 34.2. Raising a Personal Grievance or Other Problem

- (i) If the employee considers he/she has a personal grievance the employee must raise the grievance with the employer by making the employer aware of the personal grievance that the employee wants to have addressed.
- (ii) The employee must raise the personal grievance within 90 days after the action complained of, or the date the employee became aware of it, unless there are exceptional circumstances.
- (iii) For any other employment relationship problem, the employee should advise the employer of the existence and nature of the problem, as soon as practicable and that the employee wants something done about it.

##### 34.3. Procedure – All Employment Relationship Problems (including personal grievance)

- (i) If the employment relationship problem cannot be resolved by discussion between the employer and employee, then either party may request assistance from the Department of Labour who may provide mediation services.
- (ii) If the problem is not resolved by mediation, the employee may apply to the Employment Relations Authority for investigation and resolution.



### 35. Right of Entry

The authorised Union representative shall be entitled at all reasonable times to be upon Nurse Maude premises for purposes related to the employment of its members and/or union business, in accordance with Sections 20 and 21 of the Employment Relations Act 2000 and any subsequent amendments

### 36. Security of Client Base

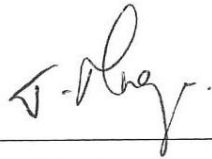
In the event that an employee leaves her/his employment with the employer for any reason whatsoever, the employee specifically agrees not to approach or canvass the employer's clients for the purpose of offering alternative care whether by herself/himself or by some other person, firm, corporation, or organisation with whom the employee has some connection, for a period of three months from the date of termination of employment.

### 37. Cooperation, Consultation and Management of Change

- 37.1. The employer commits to proactively engage with the union in relation to any significant change that may impact on the terms and conditions of its members covered by this agreement.
- 37.2. The employer accepts that NZNO delegates / organisers are the recognised channel of communication between the union and the employer in the workplace.
- 37.3. Fair and reasonable notice and consultation periods will be afforded to ensure that legislative requirements are met, and employees have sufficient time to consult their delegates and provide feedback.
- 37.4. Genuine consideration will be given to all feedback provided during consultation, with the final decision remaining the responsibility of the employer.

THIS AGREEMENT IS AGREED BETWEEN THE PARTIES

Signed



20/10/22

Nurse Maude  
Jim Magee  
Chief Executive

Date

Signed



20/10/22

New Zealand Nurses Organiser  
Helen Kissell  
Organiser

Date

## Appendix 1

### Qualification Definitions

#### Graduate Certificate

A Graduate Certificate is designed primarily as a vehicle for degree graduates to pursue further study at an undergraduate level. The Graduate Certificate can be designed as a bridging programme for candidates developing educational, professional or vocational knowledge in a new discipline, profession or subject area and/or as a broadening or deepening of skills or knowledge already gained in an undergraduate programme.

Entry is open to degree graduates. However, those who have been able to demonstrate equivalent practical, professional, or educational experience of an appropriate kind may be granted admission.

A person with a Graduate Certificate is able to:

- acquire and possess knowledge, analyse, and solve problems, work, and study independently
- demonstrate intellectual independence, analytical rigour, and sound communication skills.

The Graduate Certificate is registered at NZQA Level 7 and requires a minimum of 40 credits at level 7 and requires a minimum of 60 credits from Level 5 or above.

The Graduate Certificate may provide an entry point to postgraduate study.

#### Postgraduate Certificate

A Postgraduate Certificate involves credits from a specified subject and, where appropriate, the cognate areas. It serves as a qualification recognising continuing professional development in the same area as the candidate's original degree.

A candidate will normally have completed all requirements of a Bachelor's Degree or, in special circumstances, a Bachelor's Degree with Honours. The Postgraduate Certificate is designed to extend and deepen a candidate's knowledge and skills through formal instruction and directed inquiry.

Postgraduate Certificates require a Bachelor's Degree in a cognate subject or relevant skills and knowledge acquired through appropriate work or professional experience.

A graduate of a Postgraduate Certificate programme is able to:

- acquire and possess knowledge, analyse, and solve problems, work, and study independently; and
- demonstrate intellectual independence, analytic rigour, and sound communication skills.

The Postgraduate Certificate requires a minimum of 60 credits at level 8.

A Postgraduate Certificate provides the basis for further postgraduate study.

*From NZQA website*