

Nurse Maude

ADMINISTRATION AND CUSTOMER SERVICE

COLLECTIVE EMPLOYMENT AGREEMENT



1 APRIL 2019 TO 30 JUNE 2020

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I) COVERAGE OF AGREEMENT

1 Parties

1.1 The parties to this agreement shall be:

Nurse Maude, ("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 full-time, part-time, casual or temporary nature.

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

2 Coverage Clause

2.1 The collective will cover employees of Nurse Maude who are members of the union and who carry out the work of one or more of the non-clinical, administrative/clerical roles listed in Appendix 1 of the agreement.

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

3 Variation

3.1 Any variation/s to this agreement shall be mutually agreed in writing between the employer and affected employees who shall be given the opportunity for representation.

4 Nature of Employment

4.1 This agreement supersedes any previous agreements, arrangements, understandings, customary practices or individual terms of employment that may have applied prior to the signing of this agreement and no such matters will be recognised as a term of this agreement unless they are:

(a) Set out in this agreement; or

(b) Have been agreed subsequent to the signing of this agreement and recorded in writing to take effect as individual terms and conditions.

5 Term

- 5.1 This agreement shall come into force on 1 April 2019. This agreement shall continue in force until 30 June 2020.

6 Statutory Provisions

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

7 Policies and Procedures

- 7.1 Employees will comply with the employer's policies and procedures as in force from time to time.

8 Definitions

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|----------------------------|---|
| 8.1 Full-Time Employee | An employee who is employed to work on a regular on-going basis from week to week and whose normal hours of work are 40 hours each week. |
| Part-Time Employee | An employee who is employed to work on a regular on-going basis from week to week and whose normal hours of work are less than 40 hours each week as specified in their individual terms. |
| Casual Employee | An employee who has no guaranteed hours of work and works as and when required by the employer. |
| Temporary Employee | An employee who is engaged on a temporary or fixed term agreement for a specified period or project. |
| Week | A week commences on Monday (12.01am) and continues until midnight Sunday. |
| Fortnight(ly) | Fortnight(ly) shall mean the fourteen days computed from midnight to midnight covered by the pay fortnight. |
| Current Continuous Service | Current continuous services 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. |

9 Responsibilities

- 9.1 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.
- 9.2 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 by the employer following consultation with the employee to reflect changing service requirements.

10 Confidentiality

- 10.1 Whilst also fulfilling their obligations under the Privacy Act 1993 and Health Information Code 1994, employees shall not utilise or disclose confidential information in regard to the employer's operations, business, clients, patients or employees acquired by or available to himself/herself in the course of his/her 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 his/her authorised representative.
- 10.2 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 his/her authorised representative.

II) PROVISIONS RELATING TO HOURS OF WORK

11 Hours of Work

- 11.1 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.
- 11.2 Service Coordinators/Customer Service Coordinators are remunerated on an annual salary and therefore do not qualify for overtime payments. The salary as stipulated in Appendix A includes recognition of the fact that an employee may work over and above their contracted hours in order to ensure fulfilment of their responsibilities.
- 11.3 With the exception of the Service Coordinators/Customer Service Coordinators, any work performed in excess of 8 hours per day or the rostered duty whichever is greater, or 80 hours per fortnightly pay period will be paid for at the rate of T1.5 for the first three hours and T2 thereafter. All 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.
- ..
- 11.4 An employee's normal hours of work (including starting and finishing times) are able to be changed, by the employer from time to time according to the changing needs of the employer's business, provided that such changes are discussed with the affected employee prior to implementation and at least two week's notice, (except in exceptional circumstances) or less if agreed by both parties, of such change is given.

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
- 12.2 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.
- 12.3 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.

13 Full-Time, Part-Time, Casual and Temporary Employees

- 13.1 An employee may be employed on a full-time, part-time, casual or temporary basis, subject to the appropriate definitions in clause 8.1.

III) REMUNERATION

14 Salary

- 14.1 All employees covered by this Agreement will be remunerated in accordance with the wages detailed in Appendix 1 of this document.

Hub Administrators, Service Administrators and CCC Administrators will have an automatic increase after 12 months in the role, providing the employee starts at the entry level rate for the role

15 Allowances

The following allowances shall be paid in addition to the salaries specified in this agreement:

Travel

Where the employer requires an employee to use a private vehicle for carrying out work responsibilities, the employee shall receive reimbursement at the rate of \$0.50 per kilometre for vehicle expenses.

Uniform

An allowance of \$3.50 per week, (pro rata) will be paid to staff covered by this agreement that work directly, and have physical contact with, patients and who supply, maintain and clean their work clothing. It is not applicable to staff who may come in to contact with

patients whilst carrying out their duties but do not work directly with them or have close physical contact. It is also not applicable to staff who have been supplied with a uniform or who have the option of wearing a uniform but choose to wear their personal clothing while working.

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.

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.

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.

16 Payment of Salary

- 16.1 Payment of salaries shall be by direct credit to a nominated bank account.
- 16.2 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. Where ever possible the employer will advise employees of the potential delay.
- 16.3 The employer shall be entitled to make a rateable deduction from an employee's salary for any time lost through the employee's own default, sickness (where no sick leave entitlement exists), accident, or in instances of over payment. 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 employee and such deduction authority must be given to the employer prior to the commencement of any deductions. Any deductions will be made in accordance with the Wages Protection Amendment Act 2014 and any subsequent amendments to the Act.
- 16.4 Employees shall be provided with a fortnightly pay statement showing details of earnings and any deductions that are made and any pay variations.
- 16.5 The employer shall, upon written request from an 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.
- 16.6 All outstanding monies and holiday pay owed on the termination of the employee's employment shall be paid on the payday immediately following the employee's last working day, provided that the required notice has been given and that all property belonging to the employer, including but not limited to: uniform, ID Badge, swipe card, mobile phone and laptop, has been returned. On termination of employment, the employer shall be entitled to deduct monies owed by an employee to the employer from any final payment.

IV) PROVISIONS RELATING TO LEAVE

17 Public Holidays

- 17.1 Public holidays shall be allowed in accordance with the Holidays Act 2003.
- 17.2 Where a public holiday falls on a day, which would otherwise be a working day for an employee, and the employee is not required to work on that day, it shall be paid for on the basis of the number of hours normally worked on that day.
- 17.3 Should it be required, any of the public holidays may, by agreement between the employer and the employee, be observed on a different day.
- 17.4 The employer may require an employee to work on a public holiday, provided the public holiday falls on a day which, but for it being a public holiday, would otherwise be a working day for an employee.
- 17.5 Where an employee works on a public holiday in accordance with clause 17.4, the employee shall be paid for the time worked at the rate of T2 and be entitled to an alternative holiday to be taken in accordance with the Holidays Act 2003.
- 17.6 Where Saturday and/or Sunday would otherwise be working days for the employees, Christmas Day, Boxing Day, New Year's Day and 2 January shall not be transferred when they fall on a Saturday and/or Sunday but shall be observed on the day on which they fall.
- 17.7 Where an employee works on Christmas Day and/or New Years Day in accordance with clause 17.4, the employee shall be paid for the time worked at the rate of T2 and be entitled to an alternative holiday to be taken in accordance with the Holidays Act 2003. Where an employee works on Christmas day the employee shall be provided with a meal.
- 17.8 Part-time employees – where a part-time 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.

Where a part-time employee's days are not fixed, the employee shall be entitled to public holiday provisions if they worked the day of the week that the public holiday falls more than 40% of the time over the last three months. Payment for the day will be relevant daily pay.

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.
- from 2 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 2 September 2018;
- 18.2 Casual or temporary employees shall be entitled to annual leave, taken and paid accordance with the Holidays Act 2003.

- 18.3 Annual leave is able to be accrued to a maximum of two years' entitlement for a special purpose, with the approval of the employer.
- 18.4 An employee will be permitted to take annual holidays within 12 months of the date on which the employee's holiday entitlement arises. If leave is not taken within this period, and is not for the reason outlined in Clause 18.3, notice may be given to the employee by the employer as to when the leave shall be taken. Notice of such leave will not be less than three weeks.
- 18.5 At the employee's request, at least two weeks uninterrupted annual holiday will be permitted to be taken during one period.
- 18.6 Except in the case of termination of employment, the employer and employee agree that payment for annual holidays will be made in accordance with the normal pay cycle.
- 18.7 The parties to this agreement agree that the taking of a minimum of four (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.

19 Special Holidays for Long Service

- 19.1 Permanent employees shall be entitled to special holidays in addition to annual leave as follows:
- 19.1.1 One special holiday of one week pro rata after the completion of ten (10) years of current continuous service with the employer which shall be taken before the completion of 15 years of current continuous service with the employer. If not taken before 15 years of service, the special holiday will be forfeited.
- 19.1.2 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. If not taken before 25 years of service, the special holiday will be forfeited.
- 19.1.3 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 35 years of current continuous service with the employer. If not taken before 35 years of service, the special holiday will be forfeited.
- 19.1.4 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).
- 19.1.5 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. If not taken before retirement, the special holiday will be forfeited.

- 19.2 All such special holidays provided for in sub-clause 19.1 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.
- 19.3 If an employee having become entitled to a special holiday leaves his/her employment before such holiday has been taken he/she shall be paid in lieu thereof.
- 19.4 Where the employer and employee mutually agree, payment may be made in lieu of the holiday being taken.

20 Sick Leave

- 20.1 At the commencement of their employment, permanent employees shall be entitled to five (5) days sick leave. After three months employment, permanent employees who work more than 0.7FTE will be entitled to a further five (5) days sick leave and employees who work 0.7FTE or less will be entitled to a further two (2) days sick leave. In each additional 12-month period of employment, permanent employees who work more than 0.7FTE will be entitled to ten (10) days sick leave and employees who work 0.7FTE or less shall be entitled to seven (7) days sick leave per annum.

At the employers discretion an employee may be granted further anticipated Sick Leave (up to a maximum of 5 days) in the event of an employee having no entitlement left. The employer is entitled to repayment from the employee in the event of termination of employment prior to the employee's next entitlement arising.

- 20.2 Unused sick leave shall accumulate to a maximum of 70 days.
- 20.3 Sick Leave may be taken when an employee is sick, or the spouse of the employee is sick, or a dependent child or a dependent parent of an employee or of the spouse of the employee is sick, (as defined in Section 30A of the Holidays Act 2003).
- 20.4 Sick leave shall be paid in accordance with the Holidays Act 2003.
- 20.5 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.
- 20.6 A claim for sick pay shall be supported by a Medical Certificate, if requested by the employer, after three (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.
- 20.7 The employer may require an employee to provide a medical certificate after one day's absence for sick leave provided to an employee where the sick leave is in excess of the minimum entitlement provided in the Holidays Act 2003. The cost of the medical certificate will be borne by the employee.
- 20.8 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.

20.9 An employee who is on annual leave shall be entitled to sick leave in accordance with the provisions of this clause provided that a medical certificate is presented.

20.10 These provisions are inclusive of the sick leave entitlements contained in the Holidays Act 2003.

21 Bereavement Leave

21.1 In accordance with the Holidays Act 2003, after six months continuous employment, leave of up to three days shall be allowed to the employee on the death of an employee's spouse, parent, child, brother, sister, mother in law, father in law, grandparent or grandchild.

21.2 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:

- (a) the closeness of the association between the employee and the deceased person;
- (b) whether the employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death; and
- (c) any cultural responsibilities of the employee in relation to the death

22 Casual or Temporary Employee

22.1 Casual and temporary employees may be entitled to sick and bereavement leave in accordance with the provisions of the Holidays Act 2003.

23 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 without pay to a limit of three months without loss of current continuous service or position. The employer acknowledges that approval of such request shall 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 Education Leave

24.1 Nurse Maude may grant Education Leave to those employed under this Collective Agreement to a maximum of 32 hours per year for full time employees. Part time employee's entitlements will be prorated 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:

1. An employee who takes education 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.
2. One days paid study leave may be granted prior to each final examination, subject to Service requirements, where an examination is part of the training requirements.
3. 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 education leave hours upon producing satisfactory proof of attendance.
4. 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 the 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.
5. All arrangements in respect of training and education leave shall be agreed at the time of approval of such leave.

25 Parental Leave

- 25.1 Parental leave shall be granted in accordance with the Parental Leave and Employment Protection Amendment Act 2014 and in accordance with Nurse Maude Policies and Procedures.

26 Jury Service

It is Nurse Maude's expectation that any employee who is called for jury service shall, other than in exceptional circumstances, undertake that service.

- 26.1 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 duty shall be made up by the employer up to a maximum of one week's jury service in any one calendar year, provided that the employee returns to work immediately on any day when 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 is called for jury service and elects to take annual leave or leave without pay, or where the jury service is performed during employee's off-duty time, then the employee may retain the juror's fees and expenses paid.
- 26.3 An employee shall notify the employer on the next working day following receipt of notification of a requirement to attend jury service.

V) GENERAL PROVISIONS

27 Dress Standard

- 27.1 The employer shall require employees to wear dress appropriate to the position as determined by the employer and such dress shall be maintained by employees in a clean and tidy condition satisfactory to the employer.

28 NZNO Meetings

- 28.1 In accordance with the Employment Relations Amendment Act 2014, 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 the purposes of 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.

- 28.2 An employee's duly authorised representative will be able to attend such meetings referred to in Clause 28.1, subject to the provisions of Clause 28.1.

- 28.3 These meetings are not in addition to the employee's entitlement to meetings specified in the Employment Relations Amendment Act 2014.

28.4 NZNO Delegates

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

28.4.1 Paid time off during normal working hours (at ordinary time rates) shall be allowed for recognised employee 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.

28.4.2 Prior approval for such meetings shall be obtained from the employer and such approval shall not be unreasonably withheld.

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.

There is no expectation or requirement for employees to work outside normal working hours.

28.5 Employer Meetings

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

29 Redundancy

- 29.1 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.
- 29.2 Redundancy compensation, where relevant, will be paid according to the following formula: Four weeks compensation paid for the first year's employment or part there-of, and one week for every subsequent year or part there-of. Compensation will be based on the current salary only exclusive of any allowances. Compensation will be paid for a maximum of 10 years' service.
- 29.3 An employee will be consulted if there is a reasonable prospect that his/her position may become redundant. Redundancy may occur:
- where the position held by the employee is relocated outside of the greater Christchurch geographic region or such geographic region where the employee is employed; or
 - where the duties, authority or status of the employer are materially diminished, for reasons not attributable to an employee's performance; or
 - where no position of equivalent status is available to an employee in the event of sale or transfer, restructuring or rationalisation or winding up of the Company; or
 - where technological change renders the employee's position surplus to requirements
- 29.3.1 For the purposes of this clause, redundancy means that an employee's position is surplus to the employer's needs, and
- 29.3.2 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.
- 29.3.3 The employer undertakes in these situations to consult with its employees, the employer also undertakes to provide affected employees with sufficient and relevant information to enable the employees to understand and engage in meaningful consultation and the employer further undertakes to consider the views of its employees with an open mind before making a decision as to whether or not to declare an employee's position redundant.
- 29.3.4 The employer will give affected employees as much information and notice as possible if an employee's position is likely to be affected by any restructuring proposal, and will discuss possible options with the employee.
- 29.3.5 If an employee's position becomes redundant as a result of restructuring, the employer will take the following actions as appropriate.
- 29.3.6 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

- 29.3.7 Offer the employee a different position in the employee'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 the employment is terminated); or
- 29.3.8 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.
- 29.3.9 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.
- 29.3.10 If an employee's position is made redundant, the employer is entitled to terminate the employee's employment and pay redundancy as determined by the sub clauses above.

And:

Sale or Transfer of the Business

- 29.4 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:
 - 29.4.1 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
 - 29.4.2 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
 - 29.4.3 has offered to employ the employee either:
 - in the same or similar capacity as that in which the employer had employed the employee;
 - or in such other capacity as the employee is willing to accept
- 29.5 **Vulnerable Employees:** Vulnerable employees are employed in food catering, cleaning, care taking and laundry service industries with the Minister of Labour being able to add to these categories from time to time. It is agreed that should the employee's position come within the classification of a "vulnerable" employee then the employee will be informed of any proposal to restructure the employer organisation before any final decision is made in order that the employee can bargain and/or consult with the employer. Should the employee concerned elect to transfer, the new employer will employ the employee on the same terms and conditions together with recognising the employee's service as running from the original commencement of employment.
- 29.6 **"Other Employees":** If the employee is not classified as a "vulnerable employee" the employee will be subject to Clause 29.3.2 which relates to continuity of employment should the employer's business be restructured.

- 29.7 In the event the employer considers that the employee's position could be affected by redundancy or could be declared redundant, the employer shall consult with the employee and the employee's union representative regarding the possibility of redundancy and, before a decision to proceed with redundancy is made, whether there are any alternatives to dismissal (such as redeployment to another role). In the course of this consultation the employer 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.
- 29.8 The employer, as part of the process, will discuss with the employee those matters relating to the affected employees that the employee will negotiate with the new employer, including whether the affected employees will transfer to the new employer on the same terms and conditions.
- 29.9 Should it be decided and/or agreed that there will be no transfer of employment, the employer will discuss and negotiate with the employee as to what entitlements, if any, are available should the employee's position be confirmed as redundant.

30 Termination of Employment

- 30.1 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. This shall not prevent the employer from summarily dismissing any employee for serious misconduct.
- Two days 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.
- 30.2 Except in the case of summary dismissal for serious misconduct, when employment is terminated by either party without the required notice, the equivalent salary shall be paid by the employer or forfeited by the employee in lieu of the notice required under clause 30.1.
- 30.3 The employer may at any time or from time to time suspend an employee from the performance of his/her duties or exclude him/her from any premises of the employer. When an employee is suspended from duties or excluded from the worksite(s), they will continue to be paid until, or unless their employment is terminated under any provisions of this agreement. On all occasions the employee's NZNO representative will be consulted.
- 30.4 All property (including, but not limited to, identification card, security access card, mobile phone, laptop computer, training material) of the employer must be returned before the employee uplifts his/her final salary. If all property of the employer is not returned, the employer may deduct the cost of such from the final salary payable.

31 Abandonment of Employment

- 31.1 Where the employee is absent from work for more than three consecutive working days without the consent of the employer, without offering an explanation acceptable to the employer, the employee shall be deemed to have terminated his/her employment.

31.2 Prior to terminating the employee's employment under clause 31.1, 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 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 31.1 will apply.

32 Resolution of Employment Relationship Problems

32.1 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.

32.2 Raising a Personal Grievance or Other Problem

32.2.1 An employee who considers that he/she has a personal grievance must raise the grievance with the employer by making the employer aware of the personal grievance that the employee wants to have addressed.

32.2.2 The employee must raise the personal grievance within 90 days of the action causing the grievance.

32.2.3 For any other employment relationship problem, the employee should advise the employer of the existence and nature of the problem and that the employee wants something done about it.

32.3 Procedure - All Employment Relationship Problems (including personal grievance)

32.3.1 If the employment relationship problem cannot be resolved by discussion between the employer and the employee, then either party may request assistance from the Department of Labour who may provide mediation services.

32.3.2 If the problem is not resolved by mediation, the employee may apply to the Employment Relations Authority for investigation and resolution.

33 Security of Client Base

33.1 In the event that an employee leaves his/her employment with the employer for any reason whatsoever, the employee specifically agrees not to approach or canvas the employer's clients for the purpose of offering alternative care whether by himself/herself 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.

34 Health and Safety

34.1 General Health and Safety Obligations

34.1.1 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.

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

34.2 Health and Safety Policies

35.2.1 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.

34.3 Medical Examination

34.3.1 The employee agrees to undergo a medical examination if required by the employer by an appropriately qualified health professional at the employer's expense, in support of any claim for sick leave or compensation arising from work injury.

34.3.2 The employee may choose one of two appropriate Health Professionals nominated by the employer, at least one of whom will be if practicable a female and both of whom will operate from separate medical practices.

34.3.3 The employee consents to the employer seeking from the employee's Doctor and to the practitioner providing to the employer, a report as to the nature and origin of the injury/illness and on the employee's fitness for work, including alternative duties, if available, for the purpose of facilitating rehabilitation.

34.3.4 The employee agrees to fully participate in appropriate return-to-work rehabilitation programmes arranged in consultation with the employee's doctor and other medical specialists as may be required.

35 Right of Entry

35.1 An employee's duly authorised representative shall, with the consent of the employer, be allowed reasonable access to the work site for the purpose of discussing any employment related matters which may arise during the course of this agreement, provided that work disruption is minimised and provided also that the employer has had the opportunity of discussing such matters with the employee/s concerned.

The employer recognises that it may not unreasonably deny an employee representative access to a workplace.

36 Cooperation, Consultation and Management of Change

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.

The employer accepts that NZNO delegates / organisers are the recognised channel of communication between the union and the employer in the workplace.

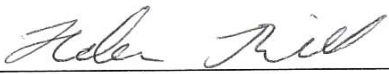
Fair and reasonable notice and consultation periods will be afforded to ensure that legislative requirements are met and employees have sufficient time to consult their delegates and provide feedback.

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: 
Jim Magee, Chief Executive - Nurse Maude

Date: 25-11-19

Signed: 
Helen Kissell, Organiser, New Zealand Nurses Organisation

Date: 27/11/19

Appendix 1

Administration and Service Coordinator/Customer Service Coordinator Salaries **Effective from 1 April 2019**

Service Coordinator /Customer Service Coordinator

\$25.50 per hour

Hub Administrators, Service Administrators, CCC Administrators

Step 1- Entry Level: \$19.91 per hour

Step 2- 12 months in current position: \$20.31 per hour

Step 3 (effective from 28.08.17)- 3 years' service and satisfactory performance appraisal completed within the last 12 months*: \$20.71

*Employees wanting to progress to Step 3 must complete an application form and submit this to their Manager. Employees with 3 years' service and a satisfactory performance appraisal completed within the last 12 months will have their application approved following a discussion with the Manager.

Senior ACC Administrator and Senior Administrator*

\$23.00per hour

*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