

COLLECTIVE AGREEMENT

From 13 September 2019 – 1 March 2021

Between

Royal New Zealand Plunket Trust

And

New Zealand Nurses Organisation



0800 28 38 48

CONTENTS

1	APPLICATION	4
2	VARIATION OF THE AGREEMENT	4
4	DEFINITIONS.....	5
6	POLICY AND PROCEDURES.....	6
7	DUTIES.....	6
8	CO-OPERATION, CONSULTATION AND MANAGEMENT OF CHANGE	6
9	HOURS OF WORK	9
10	BREAKS.....	10
11	REMUNERATION	11
12	PENAL RATES	18
13	OVERTIME	18
14	ON CALL/CALL BACK RATES	19
15	HIGHER DUTIES ALLOWANCES – ADMINISTRATION STAFF ONLY	20
16	CLOTHING ALLOWANCE.....	ERROR! BOOKMARK NOT DEFINED.
17	EXPENSES	22
18	REFUND OF ANNUAL PRACTISING CERTIFICATE	22
19	USE OF PLUNKET VEHICLES	22
20	ANNUAL HOLIDAYS	23
21	PUBLIC HOLIDAYS	24
22	LEAVE WITHOUT PAY	25
23	SHIFT LEAVE	25
24	SICK/DOMESTIC LEAVE	25
25	ACCIDENT LEAVE	27
26	BEREAVEMENT/TANGIHANGA LEAVE.....	27
27	LONG SERVICE LEAVE	27
28	PARENTAL LEAVE.....	27
29	LEAVE FOR JURY SERVICE	28
30	EMPLOYMENT RELATIONS EDUCATION LEAVE	28
31	RELIEF.....	29
32	HEALTH & SAFETY.....	30
33	SAFE STAFFING / HEALTHY WORKPLACE.....	30
34	FEES, COMMISSIONS AND EXPENSES.....	32
35	CONFIDENTIAL INFORMATION	32
36	RESTRAINT OF TRADE	32

37	SECONDARY EMPLOYMENT	32
38	CONFLICT OF INTEREST	33
39	WORKING WITH VOLUNTEERS.....	33
40	INVESTMENT IN EDUCATION	33
41	PROFESSIONAL DEVELOPMENT AND RECOGNITION PROGRAMME (PDRP)	34
42	TERMINATION	35
43	CONTINUITY OF EMPLOYMENT	36
44	DISCIPLINARY PROCEDURES	36
45	REDUNDANCY	36
46	EMPLOYEE PROTECTION.....	37
47	EMPLOYMENT RELATIONSHIP PROBLEMS	38
48	UNION SUBSCRIPTIONS	39
49	RIGHT OF ACCESS	39
50	MEETINGS	40
51	PLUNKET NZNO DELEGATES:.....	41
52	SIGNATORIES.....	41
	SCHEDULE 1 – PLUNKET STAFF REDUNDANCY AGREEMENT.....	42
	SCHEDULE 2 – LETTER OF OFFER – CASUAL EMPLOYEES.....	44
	SCHEDULE 3 – NZNO/PLUNKET ENGAGEMENT FORUM	47
	SCHEDULE 4 – NZNO/PLUNKET ENGAGEMENT FORUM	48

1 APPLICATION

1.1 This Collective Agreement is made in accordance with the Employment Relations Act 2000.

1.2 The parties to this Collective Agreement are:

- (a) Royal New Zealand Plunket Trust ("Plunket"); and
- (b) The New Zealand Nurses Organisation ("NZNO").

1.3 This Collective Agreement shall cover employees that are members of NZNO and are employed by Plunket in the position of:

- a) Administration Team Leader
B4 School Coordinator – Administration
Community Karitane
*Family Worker
*Family Start Team Leader
Health Worker
Regional Support Services Team Leader
Registered Nurse
Plunket Kaiawhina
Plunket Nurse
Senior Administrator/Hub Co-ordinator (reporting to ATL or CL)
Service Delivery Administrator / Administrator (providing support to frontline service delivery)

And

- b) Clinical Leader (including B4 Schools Coordinators – Clinical)
Clinical Nurse Consultant
National Educator

Where reference is made in this Collective Agreement to “Senior Nurses”, it refers to roles listed in (b) above.

*Note: Terms and conditions applicable to the Family Start - Family Worker and Family Start Team Leader role are documented in Schedule 4

1.4 This Collective Agreement commences on 13 September 2019 and expires on 1 March 2021.

1.5 This Collective Agreement supersedes and disposes of all previous arrangements understanding and agreement between the parties whether in writing or not.

1.6 This Collective Agreement shall be read in conjunction with an Employee’s Letter of Appointment, the job description and any policies and procedures adopted by Plunket.

1.7 The terms and conditions of employment of an Employee who is bound by this Collective Agreement may include any additional terms and conditions that are mutually agreed to by

Plunket and the Employee and are not inconsistent with the terms and conditions of this Collective Agreement.

- 1.8 Plunket will ensure that new Employees who come within the coverage of this Collective Agreement are provided with a copy of the Collective Agreement and information about NZNO. Plunket will advise new Employees of who the relevant NZNO delegates are and provide their contact details and an introduction to the NZNO delegates at their facility as part of the new employee induction process.
- 1.9 When employing new employees who fall within the coverage of this Collective Agreement, Plunket will not agree to a trial provision as defined in section 67A of the Employment Relations Act 2000.

2 VARIATION OF THE AGREEMENT

- 2.1 The parties accept that circumstances may arise during the term of this Collective Agreement that warrants variation of this Collective Agreement.
- 2.2 With respect to Section 54 of the Employment Relations Act 2000 the parties have agreed that this Collective Agreement may be varied during its term by agreement.
- 2.3 Where a party proposes any variation, a written proposal shall be forwarded to the other party. Such a proposal shall outline the variation sought, the reasons for the variation and the likely effect of the variation.
- 2.4 Any variation agreed to shall be recorded in writing and signed by the parties.

3 DEFINITIONS

- 3.1 “Full-time employee” means an employee who works 38 hours per week, (80 hours per fortnight for Senior Nurses).
- 3.1 “Part-time employee” means an employee who works less than 38 hours per week (80 hours per fortnight for Senior Nurses) on a permanent roster and whose hours and days of work are specified in her/his appointment letter.
- 3.2 “Normal Place of Work” means the area in which the Employee is employed.
- 3.3 “Temporary/Fixed Term employee” means an employee who is employed on a fulltime or part time basis in a position covered by this Collective Agreement. A temporary/fixed term employee shall be employed for a fixed term for a specific project, situation or event or to replace an employee on parental leave or long term accident or sickness. Temporary/fixed term employees will not have access to service based clauses in this Collective Agreement such as Long Service Leave, Redundancy, and additional Annual Leave etc.

- 3.4 “Casual/Relief employee” means an employee who is employed on an “on call” or “as and when required” basis with no set hours or days of work. They are employed where there is an overflow of work or a permanent employee is absent. Both parties agree that the terms and conditions for these employees are those prescribed in the standard letter of offer attached as Schedule 2. These employees will be paid in accordance with the salary scales in clause 10.5. Casual/Relief employees will not have access to service based clauses in this Collective Agreement such as Long Service Leave, Redundancy, and additional Annual Leave etc.
- 3.5 “Prorata” means if the employee’s position requires less than full-time hours, being less than 38 hours per week (or 80 hours per fortnight for Senior Nurses), benefits received by the employee under this Collective Agreement will be pro-rated for the proportion of full-time worked.
- 3.6 As the context requires, the singular includes the plural and vice versa

4 POLICY AND PROCEDURES

- 4.1 All references to Plunket’s policy and procedures manual refers to current policy and procedures at the date on which this Collective Agreement was signed. Plunket undertakes that it will not change any specified policy and procedures, which affect those Employees covered by this Collective Agreement without consulting with parties to this Collective Agreement.

5 DUTIES

- 5.1 Flexibility

NZNO and Plunket acknowledge that Plunket is now operating in a rapidly changing and increasingly competitive service industry. In order to survive in this industry Plunket and Employees will have to continue to be flexible and adaptable. NZNO and Plunket are committed to consulting and co-operating in an effort to survive in the new environment.

Employees agree to undertake such duties as may be specified in their letter of appointment and position description or as may be from time to time reasonably required by Plunket.

6 WORKLOAD

Plunket will ensure that all Employees are allocated a workload that is equitable, reasonable and safe in accordance with Plunket’s Health and Safety guidelines.

All relevant work factors will be taken into consideration when assigning workload to an Employee such as complexity, resources available, and travel requirements.

Where an Employee has concerns about the allocation of workload they need to raise this with their manager in the first instance in order for it to be addressed.

Plunket supports flexibility in the workplace in order to achieve organisational requirements and outcomes. This takes into consideration Plunket's commitment to maintaining a work life balance.

7 CO-OPERATION, CONSULTATION AND MANAGEMENT OF CHANGE

7.1 Cooperation

NZNO and Plunket accept that change in the health service is necessary in order to ensure the efficient and effective delivery of health services. They recognise a mutual interest in ensuring that health services are provided efficiently and effectively, and that each has a contribution to make in this regard.

Regular communication between Plunket, its Employees and NZNO is essential on substantive matters of mutual concern and interest. Effective communication between the parties will allow for:

- improved decision making
- greater cooperation between employer and employees; and
- a more harmonious, effective, efficient, safe and productive workplace.

Plunket and NZNO agree that meetings will occur regularly between management and NZNO delegates. These meetings will enable effective operational and strategic communication and resolution of issues.

7.2 Consultation

Prior to any organisational change that may impact on staff covered by this Collective Agreement, Plunket will give reasonable notice to NZNO and those employees who may be affected to allow them to participate in the consultative process so as to allow substantive input.

Consultation is:

- the statement of a proposal not yet finally decided upon,
- listening to what others have to say,
- considering their responses and then deciding what will be done,
- more than mere prior notification

7.3 Principles for consultation:

NZNO and employees being consulted will be given sufficient opportunity to assess the information, express their view or to point to difficulties or problems, subject to the overall time constraints within which a decision needs to be made.

Sufficiently precise information will be given to enable NZNO and employees being consulted to develop an informed response.

Plunket and NZNO will keep an open mind during consultation and be ready to change.

Where changes are proposed, no changes will be made until after the necessary consultation has taken place.

Final decisions will be made by Plunket. Employees, NZNO and other stakeholders will be advised of the decisions in writing.

7.4 Management of change

An organisational change situation occurs when:

- Changes are made to organisational structures
- Employees' positions no longer exist
- The nature of employees' work is significantly altered or
- Changes to the location of position(s) need to take place

Where Plunket receives an indication of potential significant changes, they undertake to advise staff and the NZNO as soon as practicable of the possibility of these changes. Plunket recognises the role of the employee delegates and the NZNO in assisting in the positive management of change.

7.5 Process for managing change

Each change situation needs to be managed in a way that:

- Meets the needs of the unique change situation
- Achieves Plunket's strategic objectives
- Ensures that the needs of employees are recognised and addressed where possible, and
- Employee's rights and entitlements are observed

Where a decision has been made that will result in organisational change, Plunket will work with NZNO to develop procedures for management of the change that are in accordance with Plunket's legal obligations and its management of change policy, that supports but is not part of this Agreement. These procedures will normally include:

- Identification of employees in positions affected by change
- A timetable for implementation
- Provision of employee support

- Placement of affected employees
- Identification of options for unplaced employees

8 HOURS OF WORK

8.1 Standard Hours

Plunket recognises the need to ensure that the hours employees work do not adversely affect them or their partner, family and/or dependants. It is important that there is a relationship of trust and accountability between Employees and their manager to ensure that Plunket is able to operate to meet changing business and customer needs and Employees are able to meet their responsibilities outside work.

- An employee's two days off shall be consecutive;
- The hours of work shall be continuous unless otherwise mutually agreed.
- For all employees except Senior Nurses, the ordinary hours of work shall be 76 hours per fortnight, worked on not more than ten days. Standard hours of work shall be 7 hours 36 minutes in any one day.

For Senior Nurses, an employee's hours of work shall be 80 hours per fortnight. It may, however, be necessary for Employees to work outside of these hours in order to meet the requirements of the position. No overtime shall be paid.

However, an employee and their manager may agree to individual working hours arrangements, with such arrangements recorded in writing. In addition, employees may be able to vary start and finishing times on a flexible basis over a standard fortnight, subject to agreement with their manager and having regard to business need. Unless given prior approval by their manager, a full time employee working on a flexible basis will not work less than 5 hours, or more than 10 hours in any one day.

- The hours of work may be worked on Monday-Saturday inclusive.
- An employee's days of work may not be changed unless it is mutually agreed in writing.

8.2 PlunketLine Hours (applicable to PlunketLine nurses working shifts)

- An employee's two days off shall be consecutive;
- The hours of work shall be continuous unless otherwise mutually agreed.
- PlunketLine employees shall negotiate with the PlunketLine Manager shifts not exceeding 8 hours in accordance with the conditions in clauses 9.2 (a) 9.2 (b) and 10.
- Changes to nominated shifts can be made by verbal agreement between the PlunketLine employee and the PlunketLine Manager.

- (e) PlunketLine employees shall nominate the days and hours they are available to be on call and will make themselves available as required during these times to cover for sickness, accidents etc.

9 BREAKS

9.1 Rest and Meal Breaks

An employee shall have breaks for the following work periods:

- (a) Two hours but not more than four hours

One ten minute paid rest break; to be taken at such time as agreed between the employee and their manager, or in the absence of such agreement to be taken in so far as practicable in the middle of the work period.

- (b) More than four hours but not more than six hours

One ten minute paid rest break and one 30 minute (unpaid) meal break; to be taken at such time as agreed between the employee and their manager, but in the absence of such agreement and in so far as practicable the rest break is to be taken one third of the way through the work period, and the meal break to be taken two thirds of the way through the work period.

- (c) More than six hours but not more than eight hours

Two ten minute paid rest breaks and one 30 minute (unpaid) meal break; to be taken at such time as agreed between the employee and their manager, but in the absence of such agreement and in so far as practicable the meal break is to be taken in the middle of the work period and the rest breaks half way between the start of work and meal break and then half way between the meal break and finish of work.

- (d) More than eight hours

The same breaks as specified in (c) and the breaks specified in (a) and (b) as if the employee's work period had started at the end of the eight hour.

Note that the above work periods are deemed to be inclusive of all authorised rest breaks and meal breaks.

PlunketLine nurse employees who work the night shift (11pm – 7am) and are unable to be relieved so that they can have a meal break shall be entitled to have a meal while on duty and this period shall be regarded as working time paid at the appropriate rate (ie the rate payable at that time).

- (a) For each shift, one 15 minute rest break shall be provided for PlunketLine employees. For shifts of six hours or longer, another paid rest break of 10 to 15 minutes shall be provided.

9.2 Breastfeeding facilities and breaks

Plunket shall ensure, so far as is practicable given Plunket's operational requirements and resources, that appropriate facilities are to be provided in the workplace for an employee who wishes to breastfeed in the workplace and that appropriate breaks are provided for this.

Such breaks are to be paid only on agreement between the employee and their manager and are in addition to the breaks outlined in 10.1 above unless otherwise agreed between the employee and their manager.

10 REMUNERATION

10.1 Statements of Intent

- (a) Plunket accepts that for Clinical Leaders pay parity with the NZNO/DHB MECA Senior Nurse Scale Grade 5 represents an appropriate benchmark. Plunket will continue to work towards achieving this goal.
- (b) Plunket accepts that for Clinical Nurse Consultant and National Educator positions pay parity with the NZNO/DHB MECA Senior Nurse Scale Grade 4-5 represents an appropriate benchmark. Plunket will continue to work towards achieving this goal.
- (c) Plunket accepts that for National Advisors pay parity with the NZNO/DHB MECA Senior Nurse Scale Grade 5-6 represents an appropriate benchmark. Plunket will continue to work towards achieving this goal.
- (d) Plunket accepts that for Clinical Staff other than the Senior Nurses specified above, pay parity with the NZNO/DHB MECA rates represents an appropriate benchmark and will continue to work towards achieving this goal.
- (e) Plunket accepts that for Administrative positions covered by this Collective Agreement pay parity with the Strategic Pay Health Sector Market Median represents an appropriate benchmark and will continue to work towards achieving this goal

10.2 General

All wages shall be paid at two weekly intervals by direct credit. Upon termination, employees shall be paid by direct credit, once confirmation of hours worked during the final pay period has been received.

Plunket shall be entitled to make a rateable deduction from the wage of an employee for absence due to default of the employee or for sickness in excess of paid sick leave entitlement. A rateable deduction may occur where an employee fails to complete and furnish a correctly completed time sheet, provided Plunket shall communicate with that employee before making that rateable deduction.

10.3 Administrative Employees only

On appointment, Plunket shall place employees on the relevant step of the relevant scale, taking into account the following factors:

- (a) previous relevant work and life experience
- (b) degree of difficulty in recruiting for specific skills and/or experience required for the position

10.3.1 Admin Merit Steps

There will be 4 hours paid study leave for development of the merit application.

A group of Plunket and NZNO representatives will progress towards confirmation of merit criteria and the application process.

10.3.2 Criteria Review

Where it is identified that an employee is not consistently meeting the criteria for their merit award rate a review process shall be initiated.

10.3.3 Criteria Review Process

- (a) The employee and NZNO will simultaneously be advised in writing of:
 - The need for such review
 - The criteria deficits
- (b) Meeting(s) shall take place between the parties where:
 - The deficits will be discussed
 - Goals, objectives and timeframes will be set to provide the employee with the opportunity to meet the identified deficits
- (c) The parties shall meet at the end of the agreed timeframe to determine whether the employee has now met the identified criteria.
- (d) If the employee has failed to meet the criteria this may result in the employee losing one merit step on their salary scale.
- (e) If the outcome is not agreed by both parties then the Disputes Procedure as per clause 47 of this Collective Agreement may be initiated.

10.4 Progression

For all employees other than Senior Nurses, 'year' means 12 months employment in the capacity concerned (including any period of holiday or other approved leave of absence) and progression is therefore on an annual basis for automatic steps for both part time and full time employees.

For Senior Nurses movement through the steps for all roles covered by this Collective Agreement shall be annual, subject to satisfactory performance which will be assumed to be the case unless an Employee is otherwise advised.

10.5 Scales

Appointment to a position on the relevant wage scale shall be at the discretion of Plunket subject to meeting the specified criteria in the collective agreement related to particular occupational groups.

Note: the per annum salaries shown in the scales are calculated based on a 38 hour working week for the below roles. For the purpose of calculating hour rate, Plunket divides the annual salary by 1976.

Administration Team Leader (ATL) / Regional Support Services Team Leader			
Step	Per annum		
	1 Mar 2019	26 Aug 2019	29 June 2020
1	50,833	52,338	53,385
2	53,815	55,408	56,516
3	56,820	58,502	59,672
4	59,802	61,573	62,804
Merit 1	65,789	67,737	69,092
Merit 2	68,771	70,807	72,223

Senior Administrators			
Step	Per annum		
	1 Mar 2019	26 Aug 2019	29 June 2020
1	42,474	43,732	44,606
2	44,954	46,285	47,201
3	47,455	48,860	49,827
4	49,956	51,435	52,453
Merit 1	52,457	54,010	55,079
Merit 2	54,957	56,585	57,705
Administrators			

Step	Per annum		
	1 Mar 2019	26 Aug 2019	29 June 2020
1	41,792	41,792	42,628
2	42,262	43,027	43,888
Merit 1	45,783	46,330	47,256
Merit 2	47,858	48,369	49,337

Community Karitane/Plunket Kaiawhina			
Step	Per annum		
	1 Mar 2019	26 Aug 2019	29 June 2020
1	42,794	45,294	46,200
2	43,991	47,810	48,766
3	46,655	51,584	52,616
4	50,367	53,132	54,195

Registered Nurse

Registered Nurse appointments shall be based on previous experience, knowledge and skills as a Registered Nurse or midwife.

On appointment, the employer shall place employees on any step of the relevant scale, taking into account the following factors:

- (i) previous nursing/midwifery experience or other relevant work and life experience - the employer may credit this service;
- (ii) qualification equivalency for role;
- (iii) degree of difficulty in recruiting for specific skills and/or experience required for the position

Registered Nurse Plunket Step	Experience required as a Registered Nurse/Midwife
1	New Graduate or Registered Nurse/Midwife with less than one years' experience

2	Registered Nurse/Midwife with between 1 and 2 years experience
3	Registered Nurse/Midwife with between 2 and 3 years' experience
4	Registered Nurse/Midwife with between 3 and 4 years' experience
5*	Registered Nurse/Midwife on completion of Postgraduate qualification/or have RPL equivalent
6	Must have been on Step 5 for a minimum of 12 months at anniversary date
7	Must have been on Step 6 for a minimum of 12 months at anniversary date
8	Must have been on Step 7 for a minimum of 12 months at anniversary date

Community Mental Health Nurses, District Nurses, Public Health Nurses and Community Midwives who are on Registered Nurse Scale DHB MECA 8.0.2 when employed by Plunket, may be eligible to be paid on a higher step (5-6) on the Registered Nurse Scale while undertaking the Plunket PG Cert Programme, subject to approval by their Manager. On successful completion of PG Cert, progression will be by annual increment at anniversary date subject to satisfactory performance.

Progression

Steps 1 – 4 : By annual increment at anniversary date.

Step 5: To be eligible to move to Step 5 a RN/RM must have met the postgraduate qualifications requirements or RPL equivalent as approved by their Manager.

In the absence of RPL, the Postgraduate Certificate in Primary Healthcare Nursing (Well Child Tamariki Ora) must be successfully completed within 18 months of starting employment at Plunket or within a negotiated timeframe agreed with your Manager.

Steps 6 to 8: By annual increment at anniversary date, subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised.

Registered Nurses		
Step	Per annum	
	1 Mar 2019	26 Aug 2019
		29 June 2020

1	48,870	50,318	51,332
2	52,908	54,469	55,566
3	56,223	57,865	59,031
4	59,401	61,137	62,369
5	65,981	67,929	69,298
6	70,083	72,117	73,571
7	71,470	73,561	75,043
8	72,838	77,252	78,809

Note: the per annum salaries shown in the scales below are calculated based on a 40 hour working week for the below roles. For the purpose of calculating hour rate, Plunket divides the annual salary by 2080.

Clinical Leader			
Step	Per annum		
	1 Mar 2019	26 Aug 2019	29 June 2020
1	91,389	95,010	96,910
2	94,542	98,290	100,256
3	97,692	104,611	106,703

Clinical Nurse Consultant / National Educator			
Step	Per annum		
	1 Mar 2019	26 Aug 2019	29 June 2020
1	86,663	90,097	91,899
2	89,814	93,374	95,241
3	92,521	99,550	101,541
4	94,542	101,560	103,591
5	97,692	104,611	106,703

10.6 Job Evaluation:

Where a position does not have an agreed benchmark or a new position is created which fits within coverage, the parties have agreed to evaluate the position using a job evaluation framework and remunerate accordingly.

- (a) Plunket and NZNO will use the existing Job Evaluation Committee for evaluation of job roles.
- (b) Roles will be evaluated by the Committee and placed in Plunket's job evaluation framework using Strategic Pay SP10 or RemWise.
- (c) Where there is not already an agreed appropriate benchmark, Plunket and NZNO will need to agree on this
- (d) Jobs can then be evaluated against each other
- (e) Achieving salary scales consistent with the evaluation and market comparator will be dependent on affordability

Where an employee or a group of employees or Plunket believes that their position or the responsibilities of the position have changed, they may request that the Job Evaluation Committee review the position using the job evaluation framework. The person raising the request will need to provide information to the JEC that clearly sets out the changes that have occurred in the role with the manager's approval.

Further information can be found in Plunket's Job Evaluation Framework which supports, but does not form part of this Collective Agreement.

During the term of this Collective Agreement, the position descriptions for the Family Start – Family Worker and Family Start Team Leader roles will be reviewed and updated by a group of Plunket and NZNO representatives and subsequently evaluated by Plunket's job evaluation committee (which includes NZNO delegates).

11 PENAL RATES

11.1 PlunketLine Nurse Employees only

The following conditions shall apply in accordance with wage scales in Clause 10.6 of this agreement.

- (a) work completed between the hours of 8am and 6pm Monday to Friday – ordinary time
- (b) work completed between the hours of 6pm and 11pm Monday to Thursday – time and 40%
- (c) work completed between the hours of 11pm and 8am Monday to Friday – time and 50%
- (d) work completed between the hours of 6pm Friday and 8am Monday – time and 50%
- (e) work completed on 25 December – double time plus an alternative holiday
- (f) work completed on 1 January – double time plus an alternative holiday
- (g) work completed on public holidays that fall on a week day (Monday to Friday) and excluding those covered in (e) and (f) above) - – time and 50% plus an alternative holiday.
- (h) work completed on a public holiday that falls on a weekend (Saturday to Sunday) – double time plus an alternative holiday

11.2 Plunket employees (excluding PlunketLine)

The following conditions shall apply in accordance with wage scales in Clause 11.6 of this agreement.

- (a) work completed on Saturday – time and 50%
- (b) work completed on a public holiday that falls on a week day (Monday to Friday) – time and 50% plus an alternative holiday
- (c) work completed on a public holiday that falls on a Saturday – double time plus an alternative holiday

12 OVERTIME

12.1 All employees other than Senior Nurses

12.1.1 All employees other than Senior Nurses shall be paid overtime where such overtime has been authorised in writing by the Clinical Services Manager or in the case of National office employees the relevant Business Unit Manager.

- (a) All employees other than PlunketLine employees

Where required by the Employer, all time for employees other than PlunketLine employees, in excess of 38 hours in any week, or outside of the days specified in 9. 1(d) shall count as overtime. All time in excess of 7 hours 36 minutes in any day, unless mutually agreed otherwise in writing shall count as overtime , except where any additional hours fall within an employee’s agreed individual hours of work, or are worked as a result of the employee working flexibly in accordance with clause 9.1.(c).

(b) PlunketLine Employees

Where required by Plunket all time in excess of 40 hours in any week shall count as overtime. All time in excess of 8 hours in any day, unless mutual agreed otherwise in writing shall count as overtime

12.1.2 Overtime shall be paid for at the rate of time and 50%. Employees shall have the ability to take equivalent time in lieu. Where time in lieu is the chosen option, it must be taken within a month of it falling due. Time in lieu may not exceed 1 day in a normal fortnight and can only be taken if it has been applied for in advance and received prior approval.

12.1.3 Where an employee is required to attend a meeting outside normal work hours such as a meeting of a branch/sub-branch of Plunket, a Maori Women's Welfare League meeting or a Kohanga Reo meeting, Plunket shall grant to the employee time in lieu of up to 1.5 hours. This time would normally be taken within one month of being earned and as agreed between the employee and their manager. This time in lieu shall be calculated at the rate of a half or one hour of time in lieu for each half or hour of time attended at the meeting.

12.1.4 Where an employee is required to travel in excess of their normal travel time to and from work in order to attend authorised in service education or as required in clause 13.3 above, approval shall be granted for such time to be taken in lieu, normally within the next month and as agreed between the employee and their manager. Such time in lieu shall be calculated at the rate of a half or one hour in lieu for each half or hour of travel and is in addition to time in lieu earned in clause 13.3.

12.2 Senior Nurses

The remuneration set out in 10.2 will fully compensate Employees for all time worked and duties performed under this Collective Agreement.

Employees are not eligible for the payment of overtime irrespective of the number of hours worked or the day upon which work is carried out.

13 ON CALL/CALL BACK RATES

13.1 On Call

In the interests of healthy rostering practices, the parties agree that the allocation of on-call time should be spread as evenly as practicable amongst those required to participate in an on-call roster

- (a) Where an employee is instructed to be on call during normal off duty hours, an on call allowance of \$8.00 per hour shall be paid. On Public Holidays, the on call allowance will be paid at the rate of \$10.00 per hour.
- (b) The on call allowance is payable for all hours the employee shall be required to remain on call including time covering an actual call out.
- (c) Unless by mutual agreement or in emergencies, no employee shall be required to remain on call for more than 40% of the employees off-duty time in any three weekly period.
- (d) An employee who is required to be on call and report to duty within 20 minutes shall have access to a cell phone.

13.2 Call Backs to place of work

Rate: Call-back is considered overtime and will be paid at the following overtime rates:

- Hours worked from midnight Sunday/Monday to midnight the following Friday shall be paid at time and 50% for the first three hours and at double time thereafter.
- Hours 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 time.

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:

- Is called back to work after completing the day's work or duty, and having left the place of work; or
- Is called back before the normal time of starting work and does not continue working until such normal starting time;

Transport: Where an employee is called back to work outside the employee's normal hours of duty in respect of work which could not be foreseen or prearranged, Plunket shall reimburse the employee the actual and reasonable travelling expenses incurred in travelling from the employee's place of residence to the relevant Plunket premises, or from the Plunket premises to the employee's place of residence or both travelling to and from the relevant Plunket premises.

Where an employee is "on call" the allowance set out in clause 14.1(a) above will be paid.

13.3 Senior Nurses only: Call Backs via phone call

Rate: Call-back is considered overtime and will be paid at the following overtime rates:

- Hours worked from midnight Sunday/Monday to midnight the following Friday shall be paid at time and 50% for the first three hours and at double time thereafter.

- Hours 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 time.

Minimum payment: An Employee shall be paid for a minimum of one hour for any phone call/s and resulting work that is required to be undertaken within that hour and further if the phone call/s results in working continuously in excess of that same one hour then the Employee shall be paid in additional half hour intervals following when the Employee:

- Is called back after completing the day's work or duty, and having left the place of work; or
- Is called back before the normal time of starting work and does not continue working until such normal starting time;

Where an Employee is "on call" the allowance set out in clause 11.1(a) will be paid.

13.4 Weekend and Public Holidays work

The following conditions shall apply in accordance with the wage scales in clause 10.2 of this Collective Agreement should Employees be required to perform their normal duties at the weekend.

- Work completed on a Saturday will be paid at time and 50%.
- work completed on a public holiday that falls on a week day (Monday to Friday) – time and 50% plus an alternative holiday
- work completed on a public holiday that falls on a Saturday – double time plus an alternative holiday

14 HIGHER DUTIES ALLOWANCE

- 14.1 Any Employee who is required in writing to undertake and carry out the responsibility of a higher level position for five or more consecutive working days, shall be paid the difference between their current rate and the minimum rate for the higher position for every day they hold the position.
- 14.2 The allowance payable shall be at the manager's discretion depending on the nature of the duties or responsibilities.
- 14.3 The purpose of a higher/special duties allowance is to ensure that employees are recognised when substantially undertaking the duties and responsibilities of higher graded position, or when they are undertaking significant additional or special duties and responsibilities.
- 14.4 Payment of a higher duties allowance will be regarded as salary for the purposes of calculating all other types of allowances.
- 14.5 Higher duties assignments should not normally extend beyond a 12 month period.

- 14.6 For Administration staff, being in receipt of Merit Steps 1 or 2 does not exclude an employee from being able to access and be paid a higher duties allowance. It does also not mean that an employee has to be on Merit Step 1 or 2 to be eligible to receive a higher duties allowance.

15 AUTHORISED EXPENSES

- 15.1 Plunket will reimburse Employees for all actual and reasonable authorised expenses incurred in the course of employment. Plunket will make this reimbursement upon the presentation and acceptance of receipts.
- 15.2 Employees may be required to work at locations or undertake training away from their normal place of work. When traveling away for business, Employees may make a request for advance expenses and receipts will be required for all expenditure.
- 15.3 Employees provided with a Plunket vehicle, may not claim reimbursement of expenses involving private motor vehicles unless prior written approval of Plunket is obtained. Where an employee is authorised to use their own car for Plunket business that Employee shall be reimbursed for such use at Inland Revenue rates current at that time. Plunket will not reimburse Employees for travel to and from home or for any costs associated with traffic offences or parking infringement notices.
- 15.4 Reimbursement of expenses will be completed by the 20th of the following month, provided the employee submits their claim within five days of the end of the current month.
- 15.5 Plunket reserves the right to set appropriate limits for reimbursement of travel costs, but clearly informing Employees of expense guidelines.

16 REFUND OF ANNUAL PRACTISING CERTIFICATE

- 16.1 The annual cost of the Registered Nurse Annual Practising Certificate issued by the Nursing Council of New Zealand shall be refunded by Plunket to all registered nurses requiring an annual practising certificate in order to be employed, upon sighting of the Annual Practising Certificate by the Clinical Services Manager/Regional Operations Manager.

17 USE OF PLUNKET VEHICLES

Plunket and its Employees will work together to ensure that vehicles are used in the most efficient way possible and to effectively deliver services to customers.

Where Employees are provided with a motor vehicle by Plunket, it is on the basis that it is required for the fulfilment of their duties.

Plunket and an individual employee may agree that the employee can use a Plunket vehicle to travel to and from work and/or for limited personal use where this meets a business need (e.g. garaging of a Plunket vehicle is not available).

All employees other than Senior Nurses:

Such use will be with the express permission of Plunket and may be revoked or amended at Plunket's sole discretion. Employees will be given two months' notice of any change to enable them to make alternative arrangements. This provision does not apply to employees who have the use of a vehicle as an explicit term in their letter of appointment.

Senior Nurses:

Such use will be with the express permission of Plunket. Any such arrangement regarding the use of a Plunket motor vehicle is subject to change in accordance with (b) below except where it is explicitly stated in writing to be a term and condition of employment, or where there is evidence of a mutual understanding between Plunket and the employee that this formed part of their terms and conditions of employment.

- (a) Where Plunket proposes to alter or revoke any arrangement as per clause (a) above, consultation as per clause 7 of the Collective Agreement will occur prior to Plunket making a final decision. This will include consideration of all of the circumstances, including the employee's views. Once a final decision is made, reasonable notice of not less than 2 months of any change will be provided to the employee to enable them to make alternative arrangements.

18 ANNUAL HOLIDAYS

- 18.1 All employees other than Senior Nurses shall be entitled to an annual holiday of 4 weeks taken and paid in accordance with the provisions of the Holidays Act 2003 and its amendments. Part time employees' holidays shall be on a pro-rata basis.
- 18.2 Senior nurses shall be entitled to an annual holiday of 4.6 weeks taken and paid in accordance with the provisions of the Holidays Act 2003 and its amendments. Part time Employees' holidays shall be on a pro-rata basis.
- 18.3 From 13 September 2019, on the completion of five years' current continuous service with Plunket each employee shall be entitled to 5 weeks annual leave per annum. Part-time employees' holidays shall be on a pro-rata basis. For employees who have already completed five years' current continuous service with Plunket as at 13 September 2019, the rate of accrual will be 5 weeks from 13 September 2019.
- 18.4 All employees employed by Plunket as at the 31st day of July 1992 shall be allowed one additional special holiday known as a Plunket Day to be taken as directed by Plunket. The Plunket Day leave will be taken in the year it falls due and will not be accumulated. This

special holiday shall not apply in respect of any employees employed by Plunket after the 31st July 1992. This holiday shall be pro-rata for part-timers.

18.5 Employees may take their leave as it accrues, and are expected to take annual leave within one year of becoming entitled to it.

18.6 Wherever possible, Employees should schedule leave for times that will cause the least disruption to work requirements.

19 PUBLIC HOLIDAYS

Employees are entitled to public holidays provided these fall on days normally worked by the Employee, as provided for in the Holidays Act 2003

The following days shall be observed as whole holidays, in addition to annual leave:

New Year's Day

The day after New Year's Day

Christmas Day

Boxing Day

Good Friday

Easter Monday

Anzac Day

Queen's Birthday

Waitangi Day

Provincial Anniversary Day

Labour Day

Where a statutory holiday falls on a day that a part time employee would normally expect to work, the Employee shall be paid the usual earning for that day of the week. Part-time staff shall not be paid for any such holiday which falls on a day of the week which they do not normally work provided that where a public holiday falls on a rostered day off of a five day per week employee, that employee shall be granted an alternative day's holiday paid at the relevant daily pay for each such holiday.

20 LEAVE WITHOUT PAY

- 20.1 Application for leave without pay may be granted at the discretion of Plunket to a maximum of 30 working days. Leave without pay approval shall be given in writing by the employee's manager. Approval for this leave shall not be unreasonably withheld.

21 SHIFT LEAVE

- 21.1 PlunketLine nurse employees who work the night shift (11pm – 7am) shall be entitled to up to five (5) days additional leave per annum based on the number of qualifying shifts worked. The entitlement will be calculated on the annual leave anniversary date and will be based on the following:

Number of night shifts worked per annum	Number of days additional leave per annum
200 or more	5 days
144 – 199	4 days
96 – 143	3 days
48 – 95	2 days
20 – 47	1 day

22 SICK/DOMESTIC LEAVE

- 22.1 From the date of commencement of their employment, and annually on the anniversary of that date thereafter, employees are entitled to up to ten days sick/domestic leave paid in accordance with the Holidays Act 2003. Sick/domestic leave shall accumulate up to a maximum 60 days by carrying forward from one year to another any unused sick/domestic leave up to 50 days.

- 22.2 The sick/domestic leave entitlement is given below:

Number of days worked per week on a regular basis	Number of days sick/domestic leave per 12 month period	Maximum number of days of unused sick/domestic leave able to be accumulated
5 or more	10	60
4	8	48
3	6	36
2	5	30
1	5	30

- 22.3 In addition to the above, special paid leave of up to 20 days shall be available in the event of significant illness to all employees or employees' dependant child, partner or relative. This leave is available in consultation with the manager and only after all other sick/domestic leave

entitlement has been used up by the employee concerned. Any unused days do not carry forward. Significant illness may include surgery, trauma and a terminal illness.

- 22.4 The entitlement set out in clauses 23.1 and 23.3 will not form part of any benefit payable on termination of the employee's employment.
- 22.5 Where sick/domestic leave occurs during paid leave such as annual leave or long service leave, such leave will be debited against the employee's available sick leave entitlement, upon application by the employee.
- 22.6 Sick/domestic leave pay for a day shall be calculated in accordance with the number of hours normally worked by that employee on the day of absence.
- 22.7 An employee will notify their manager on the first day of absence due to illness and where practicable within one hour of the employee's normal commencement time.
- 22.8 With respect to sick leave provided in section 65 (2) of the Holidays Act 2003 – For a period of 3 or more consecutive days absence a medical certificate may be required by Plunket in respect to sick leave.
- 22.9 Where an employee must attend a sick dependant child, partner or relative, leave on full pay shall be granted as a charge against the employee's sick/domestic leave entitlement.
- 22.10 Employees are entitled to take 1 day in accordance with Plunket's Well Health Day Policy. This is a day which can be booked in advance to attend personal business and is deducted from Sick Entitlement. This cannot be accumulated and the entitlement is given to employees on their anniversary date.
- 22.11 Plunket may at its expense require an employee to undergo a medical examination by a registered medical practitioner agreed with the employee in circumstances where:
- (a) Plunket requires a medical clearance for an employee who has had an extended period of absence due to a medical condition; or
 - (b) Plunket has reasonable grounds to believe an employee's medical condition is having a detrimental impact upon an employee's ability to perform their duties.

A copy of any medical report furnished by such medical practitioners shall be available to both parties.

23 ACCIDENT LEAVE

- 23.1 Where an employee suffers an injury whilst operating a motor vehicle during the course of their employment that injury shall be treated as a work related injury. In particular the earnings related compensation for the first week's absence shall be the responsibility of Plunket.

24 BEREAVEMENT/TANGIHANGA LEAVE

- 24.1 Plunket shall approve bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a tupapaku/deceased person with whom the employee has had a close association. Any bereavement leave will be granted in accordance with the Holidays Act 2003. In some circumstances the length of time required may be greater than what is provided in the Holidays Act 2003 and is granted at the manager's discretion.
- 24.2 The employee is also entitled to additional leave without pay from the date of death until and including the date of the funeral with sufficient additional leave in the case of a funeral at another locality to enable the employee to return.
- 24.3 If the employee is absent on annual leave, sick leave on pay, or "time off" on pay (i.e. time off in lieu of overtime or a public holiday as distinct from "special leave on pay") leave may be interrupted and bereavement leave granted.
- 24.4 Where circumstances warrant, an employee may be granted special leave in order to accommodate various special bereavement needs not recognised in the above clauses.

25 LONG SERVICE LEAVE

- 25.1 Employees are entitled to one special holiday of two weeks after the completion of 15 years continuous service with Plunket. These two weeks do not have to be taken consecutively but are to be exhausted before the completion of 20 years' service and becoming eligible for a further special holiday. Employees shall be entitled to a further one special holiday of two weeks after the completion of 20 and 25 years continuous service based on the terms above. This provision is to be pro-rata for part-time staff. From 13 September 2019, employees will also be entitled to one special holiday of two weeks after the completion of 30 years continuous service and after every subsequent completion of five years' service based on the terms above. The calculation will be based on hours worked and salary at the time leave is taken. Any balance owing on resignation to a maximum of two weeks shall be paid to the employee.

26 PARENTAL LEAVE

- 26.1 The provisions of the Parental Leave and Employment Protection Act 1987 ('the Act') and any subsequent amendments or Act passed in substitution thereof shall apply.

- 26.2 Where an employee takes parental leave under this clause, meets the eligibility criteria in the Act and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987, the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full-time) for a period of up to 14 weeks.

These payments shall be made at the commencement of the parental leave and shall be calculated at the base rate (pro rata if appropriate) applicable to the employee for the six weeks immediately prior to commencement of parental leave. From 13 September 2019 an employee who takes a period of paid leave (e.g. annual leave) at the start of his or her parental leave may elect to start his or her parental leave payment period on the day after the date on which that period of paid leave ends, even if it is later than the child's arrival or due date.

These payments shall only be made in respect of the period for which the employee is on parental leave and in receipt of the statutory payment if this is less than 14 weeks.

Where both partners are employed by Plunket, the paid parental leave top up will be made to only one employee, being the employee who has primary care of the child.

27 LEAVE FOR JURY SERVICE

- 27.1 An employee called for jury service may elect to take annual leave, leave on pay, or leave without pay. Where annual leave or leave without pay is taken or where jury service is performed during the employee's off duty hours, the employee may retain the juror's fees and expenses paid.
- 27.2 Where leave on pay is granted, the employee is to pay the fees received to Plunket but shall retain the expenses.
- 27.3 Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the employee is not required by the Court, the employee is to report back to work where this is reasonable and practical.
- 27.4 On receipt of the call to jury service the employee shall notify their manager of the time and date of such service.

28 EMPLOYMENT RELATIONS EDUCATION LEAVE

- 28.1 Plunket shall grant leave on pay for employees to attend courses authorised by NZNO to facilitate the employee's education and training as employee representatives in the workplace.

28.2 The number of education leave days granted is based on the following formula

FTE eligible employees as at 1 August each year	Maximum number of days of employment relations education leave that we are entitled to allocate as a union
1 – 5	3
6 – 50	5
51 – 280	1 day for every 8 FTE eligible employees or part of that number
281 or more	35 days plus 5 days for every 100 FTE eligible employees or part of that number that exceeds 280

28.3 For the purposes of this clause, calculating the number of full-time equivalent eligible employees employed by an employer – an eligible employee who normally works 30 hours or more during a week is to be counted as 1; an eligible employee who normally works less than 30 hours during a week is to be counted as one-half.

28.4 The NZNO shall send a copy of the programme for the course and the name of employees attending at least 14 consecutive days prior to the course commencing.

28.5 The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.

28.6 The provision of Part 7 of the Employment Relations Act 2000 shall apply where any provision or entitlement is not provided for, or is greater than specified above.

29 RELIEF

29.1 Plunket is committed to providing adequate relief when staff are absent on leave.

29.2 Relief Model Principles

- (a) An area Leave Plan will be developed on a 3 monthly basis to promote proactive planning by employees and management. (This shall not prevent individual leave applications being considered outside of this timeframe)
- (b) An equitable and transparent Relief Model will be developed with employees in each area
- (c) An agreed relief plan will be developed for each employee's leave
- (d) Criteria for establishing relief cover are:
 - Ensure that Plunket's service requirements are met
 - Employees have a manageable workload when they return from leave
 - Continuity of care is maintained
 - New baby cases are covered

- Home visiting is continued for those families in need
- Clinics are continued as appropriate

30 HEALTH & SAFETY

- (e) Plunket will provide and maintain a safe and healthy working environment.
- (f) Employees will actively participate in maintaining a healthy and safe working environment and in promoting the ongoing provision of health and safety improvements in the workplace.
- (g) Employees covered by this Collective Agreement acknowledge that they have an obligation to report to work in such a condition that they are able to perform duties properly and safely.
- (h) If an employee has any concerns at all in respect to his/her safety and well-being or the safety and well-being of others, the employee shall report this to his/her manager immediately.
- (i) All hazards identified by Employees in the work place must be reported to Plunket so that appropriate action can be taken.
- (j) All accidents and/or injuries that occur during the course of employment shall be reported to Plunket in writing as soon as practicable after the accident occurs.
- (k) Plunket has in place a Health & Safety employee participation process which supports but does not form part of this Collective Agreement

31 SAFE STAFFING / HEALTHY WORKPLACE

31.1 Safe Staffing initiatives

Plunket is committed to a safe and healthy work environment and a culture where all staff place their wellbeing and the wellbeing of others at the centre of their effort. We recognise that our way of working could be improved to better enable staff to take breaks, work reasonable hours and to be more engaged in those activities, particular to their role, that most benefit whanau. Our “way of working” includes systems and process, roles and responsibilities, behaviours and personal choice.

Through bargaining, Plunket has proposed a number of initiatives that in principle, seem likely to generate efficiencies that would create more time in frontline roles, without significantly impacting capacity elsewhere. These initiatives include:

- Centralisation of Welcome Calls to Plunketline or other administration/support
- Centralisation of NBC first visit scheduling to administration/support
- Sick leave/unexpected absence management

Both Plunket and NZNO want to work on advancing these initiatives as quickly as possible. We are proposing to establish a small joint working group that would work under the umbrella of the Transformation Programme to shape up tangible proposals.

31.2 Safe Staffing: vacancies

- a) Plunket will provide current vacancies and recruitment timelines at each Safe Staffing and Healthy Workplace meeting to increase the transparency of staffing levels. This information can also be provided at team meetings as is requested by staff or delegates in addition to the Safe Staffing meetings.
- b) It is expected that relief planning to cover vacancies, where that hasn't already been addressed by the manager, would also be discussed at Safe Staffing meetings and, where considered necessary, a business case for additional staffing made to the relevant manager.

31.3 Safe Staffing: Strategic Decision Making

Plunket's Strategy - The Journey Toward Generational Change, clearly sets out the need for change in the way Plunket delivers its services to address the increasingly complex needs of whanau.

To enable delivery of the Strategy, Plunket has established a Transformation Group that will, using a portfolio approach, drive those initiatives that will enable us to achieve this change. Initiatives included in portfolios are those that have been developed through our Whanau Awhina Whanau Ora, People and Digital Strategies.

Plunket recognizes the importance of the role that NZNO plays in representing the views of members in respect of Safe Staffing and other workplace and work related issues.

Plunket also acknowledges the unique position of NZNO in needing to both contribute to strategic discussions and decisions, whilst also remaining independent of decision making in order to best advocate for members in that context.

The workforce plan is of particular interest to NZNO in the context of safe staffing and resourcing. Appendix B sets out the first three projects underway that will form phase one of the workforce plan. The three separate but related projects aim to strengthen and transform the foundational systems and processes that are prerequisites for robust workforce planning.

Plunket supports and encourages the engagement of NZNO in the Transformation Programme at all levels to support decision that will address the population health and safe staffing challenges that affect the way in which we deliver services.

We invite NZNO to provide the names of Organisers and Delegates who are interested in being involved at project, portfolio and programme level to contribute to the strategic programme of work.

The establishment of the Transformation Governance Group provides an opportunity for NZNO to participate and act in its independent advocacy role to provide greater transparency to the way in which key Plunket projects are determined, resourced and prioritised. Plunket invites NZNO to participate in this forum.

32 FEES, COMMISSIONS AND EXPENSES

- 32.1 Any fees, commissions and expenses received from outside organisations on account of work done by the employee in the normal course of duties or arising from the appointment of the employee shall be refunded to Plunket (examples include remuneration for involvement in HFA, Hospital, or Ministry of Education working committees/parties; Child Protection Resource Panels etc).

33 CONFIDENTIAL INFORMATION

- 33.1 During the course of the employee's employment with Plunket, employees will acquire, or have access to, confidential information concerning Plunket, Plunket clients, Plunket employees and Plunket business practices, techniques, and methods of operation. All employees acknowledge that any such confidential information acquired by the employee during the course of their employment remains at all times the property of Plunket and shall not be used or divulged, without the written consent of Plunket, to any third party either during the currency of their employment or at any time thereafter.
- 33.2 For the avoidance of doubt, the last preceding sub clause shall not in any way prohibit employees from discussing fully with the Police, the Department of Child Youth and Family, or any other authorised enforcement agency any aspect of a suspected case of child abuse or neglect or other related matter.

34 RESTRAINT OF TRADE

- 34.1 In the event that an employee leaves her/his employment with Plunket for any reason whatsoever, the employee specifically agrees not to approach or canvass the Plunket's clients for the purpose of offering alternative care/services by herself/himself or on behalf of some other person, firm, corporation, or organisation with whom the employee has some connection, for a period of three months from the date of termination. This clause shall not apply to staff who have been made redundant.

35 SECONDARY EMPLOYMENT

- 35.1 Before undertaking employment elsewhere, the employee shall advise their Manager.

36 CONFLICT OF INTEREST

- 36.1 Employees agree that there are no contracts, restrictions or other matters which would interfere with their ability to discharge their obligations under this Collective Agreement.
- 36.2 If, while performing their duties and responsibilities, an employee becomes aware of any potential or actual conflict between their interests and those of Plunket, then the employee shall immediately inform their manager.
- 36.3 Where Plunket forms the view that such a conflict does or could exist, it may direct the employee to take action(s) to resolve that conflict, and the Employee will comply with that instruction.
- 36.4 When acting in their capacity as employee, employees shall not, either directly or indirectly, receive or accept for their own benefit or the benefit of any person or entity other than Plunket any gratuity, emolument, or payment of any kind from any person having or intending to have any business with Plunket.

37 WORKING WITH VOLUNTEERS

- 37.1 An important element of Plunket is the fact that it is made up of a substantial voluntary arm. Plunket and NZNO acknowledge that without the co-operation, assistance and support of the volunteer arm Plunket would be unable to achieve the goals set out in its mission statement.
- 37.2 Because working together with the volunteer arm is an integral and important component of employment for all employees, all employees undertake to work in partnership with volunteer members of the Plunket Trust and with any other person who may offer their service on a voluntary basis. Plunket and NZNO acknowledge that the same level of co-operation, assistance and support is required from Members of the Trust.

38 INVESTMENT IN EDUCATION

- 38.1 Plunket is committed to supporting professional development that advances practice and contributes to child health outcomes. Support for this education includes a minimum of paid 20 hours per annum or 60 hours across three years of paid professional development hours, approved by the employer in accordance with the employer's policies and procedures and taking into account operational requirements. These hours may include attendance at seminars or conferences as well as undertaking study, research, projects or e-learning relevant to the employer's business.
- 38.2 Plunket is committed to the ongoing education and training of its employees and is determined to be in the forefront of developments in child health. For these reasons Plunket requires its employees to keep abreast of professional and technical advances in the area of child health and development and specifically to:

- (a) Attend such staff meetings, including study days or courses as directed by Plunket. Such attendance will be paid time for employees.
- (b) All employees are required to undertake or participate in such research projects as have originated from Plunket's Clinical Services team. No employee shall undertake or participate in research projects that have not originated from Plunket's Clinical Services team unless such projects have been approved in writing by the Chief Executive Officer. All research proposals shall be approved by the Ethics Committee.
- (c) All data and other information produced by any research project undertaken by an employee during the continuance of their employment shall remain the property of Plunket.

38.3 Plunket and NZNO have agreed to a Professional Development Policy and Application process for employees to apply for additional professional development related to their role. Whilst Plunket may not be able to cover all expenses it endeavours to support employees with additional professional development as much as is affordable. This may mean a combination of or one of the following provisions: paid time off, paid attendance at the course, paid travel and accommodation.

38.4 CPR training will be provided from 1 October 2019 when all staff have access to Te Mara – Plunket’s learning management system. This CPR course will provide basic instruction on how to assess an unresponsive baby/child and provide CPR until an ambulance arrives. Completion of each course will require a quiz to assess knowledge, then a formal simulated exercise where the learner demonstrates the practical application of CPR with a designated person (for example a preceptor/first aider/educator/CNC or senior nurse). Further courses will be offered in Te Māra that build on knowledge and skills to support first aid management and recognition of the unwell child. Te Māra will provide a schedule of courses and requirements for updates.

38.5 Further information can be found in Plunket’s Professional Development Policy which supports, but does not form part of this Collective Agreement.

39 PROFESSIONAL DEVELOPMENT AND RECOGNITION PROGRAMME (PDRP)

39.1 In recognition of the importance of increasing the number of accomplished and proficient nurses, an employee who reaches the following levels will receive a pro-rata allowance as long as they maintain that level of practice. All levels of PDRP allowance shall be added to the base rate of pay and be payable on all hours worked. The rates of these allowances are as follows:

- (a) Plunket Nurse

Proficient	\$3000 pa
Expert	\$4500 pa

(b) Community Karitane/Plunket Health Worker/Plunket Kaiawhina

Proficient	\$3000 pa
Accomplished	\$4500 pa

39.2 Paid time to support work on PDRP Portfolio

Plunket will provide Nurses, Community Karitane/Plunket Kaiawhina and Senior nurses with 4 hours per annum to work on their PDRP portfolio.

This time is to be used in conjunction with their Annual Appraisal and provided to enable employees to maintain their professional portfolio or to apply for competent or proficient or expert/accomplished. A condition for taking this paid leave, is that applicants are required to present their portfolio to their manager within 6 weeks of taking this leave.

In addition to the above leave, Plunket will provide Nurses, Community Karitane/Plunket Kaiawhina and Senior Nurses with 4 hours every 3 years prior to submitting their completed portfolio. A condition for taking this paid leave, is that applicants are required to submit their portfolio to their manager within 6 weeks of taking this leave.

39.3 Transferring from another NCNZ Approved PDRP

In recognition of the transportability of the leadership competencies expected for Level 3 or 4, nurses who have achieved proficient or advanced PDRP level in another NCNZ approved programme can transfer their PDRP level to Plunket and receive Level 3 or 4 PDRP allowance for a period of 12 months. Further information regarding this process can be found in the Royal New Zealand Plunket Trust Professional Development and Recognition Programme Policy and Assessment Handbook

40 PROFESSIONAL SUPERVISION

Plunket acknowledges the need for Senior Nurses to access professional supervision on a monthly basis. The need for external professional supervision will vary across the country. Peer supervision is expected to be operating in areas as a primary clinical support mechanism. External supervision is not seen as replacing peer supervision but is particularly appropriate for Employees in areas where peer supervision is not accessible or appropriate or in the case where situations arise which require the need for external professional supervision. Access to external professional supervision will be through an Employee's Manager

41 TERMINATION

41.1 One month's notice of termination of employment shall be given in writing by either party, or one month's wages shall be paid or forfeited by the party failing to give the notice.

Notwithstanding Plunket may summarily terminate employment in the case of serious misconduct

- 41.2 Upon completion of employment the employee is entitled to receive upon request a record of service

42 CONTINUITY OF EMPLOYMENT

- 42.1 Where an employee resumes employment with Plunket, Plunket agrees that the employee's service, for the purpose of any rights or benefits that are conditional on unbroken service, will not be broken by the employee being without a position in Plunket's service during a continuous period that does not exceed three months.

43 DISCIPLINARY PROCEDURES

- 43.1 Plunket will act in accordance with the principles of natural justice when dealing with any instance of alleged misconduct on the part of an employee. Plunket will advise the employee of the specific matter or matters of concern, and will allow the employee a reasonable opportunity to provide an explanation of the matter.
- 43.2 In all serious matters of misconduct, the employee shall have the opportunity of obtaining assistance and representation from NZNO or their other representative.
- 43.3 Plunket may choose to suspend the employee on full pay to take time to fully investigate any issues of serious misconduct in accordance with Plunket's disciplinary policy and procedures.
- 43.4 If, following proper investigation, an offence is found to warrant disciplinary action the nature of the disciplinary action (whether it is to be dismissal, warning, or other action) shall be promptly communicated by Plunket to the employee. The employee may request to have their NZNO or other representative present at any meeting conveying such warnings

44 REDUNDANCY

- 44.1 Plunket shall provide NZNO with at least one month's notice of any redundancy situation and shall enter into discussions with them with the primary and initial objective of seeking mutually agreed redeployment. Such notice to NZNO will be at least one month before the intended date of termination.
- 44.2 For all employees other than Senior Nurses, redundancy will be as per the Plunket Staff Redundancy Agreement in Schedule 1.
- 44.3 For Senior Nurses employed by Plunket as at 10 May 2002 who have had continuous service prior to this date and where their redundancy entitlement exceeds three months' salary on 10 May 2002, shall be covered by the "Plunket Staff Redundancy Agreement".

44.4 For Senior Nurses employed after 10 May 2002 they shall not be covered by the “Plunket Staff Redundancy Agreement.” These Employees shall be entitled to receive redundancy compensation of three months’ base salary, which shall include one month’s notice.

44.5 Equalisation allowance

Where, as part of an organisational change, an employee is offered and accepts a role where the rate of pay for the new position is less than that which applied in their former position, they will be paid an equalisation allowance, to preserve their former rate of pay for a period of 12 months. This allowance is abated by any pay increases during the period the allowance is being paid.

44.6 Travel Assistance

Where, as part of an organisational change, an employee is offered and accepts a role that is based at a different location within the same local area, and there are additional travel costs that result in genuine hardship, consideration will be given to providing travel assistance for a specified period of time.

45 EMPLOYEE PROTECTION

45.1 This clause shall apply where Plunket enters into a contract or arrangement for the contracting out, sale, transfer, amalgamation or other disposal of the whole or part of its business and, as a result, the employee is, or will be, no longer required by Plunket to perform the work normally performed, and this work is or will be performed by employees of the new employer. These provisions do not apply where the business transfer is by way of sale or transfer of shares or occurs while Plunket is in receivership or liquidation.

45.2 Plunket will meet the new employer prior to the date of business transfer to discuss how the transfer will affect the employee’s employment and negotiate with the new employer about matters relating to the employee’s employment, including whether the employee would transfer to the new employer; and if so, whether this would be on the same terms and conditions of employment.

45.3 Where arrangements are made for the employee to be able to transfer to the new employer, the employee may choose whether or not to transfer to the new employer.

45.4 Where the employee is offered employment by the new employer on the same or substantially similar or no less favourable terms and conditions of employment (including salary and location) and with service with Plunket recognised as continuous by the new employer, the employee shall not be entitled to the provisions outlined in 45.2 with the exception of the entitlement to one month’s notice, whether the employee chooses to transfer to the new employer or not.

45.5 Where the employee is not offered the opportunity to transfer to the new employer in accordance with (45.2), all employees except Senior Nurses shall be entitled to the provisions

outlined in 44.2 and Schedule 1. Senior Nurses shall be entitled to the provisions outlined in 44.3 or 44.4 (whichever is applicable).

45.6 Plunket recognises its obligation (Employment Relations Act 4(1a)(c)) to provide to the employees affected:

- Access to information, relevant to the continuation of the employees' employment about the decision; and
- An opportunity to comment on the information to Plunket before the decision is made.

46 EMPLOYMENT RELATIONSHIP PROBLEMS

46.1 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 (where the employee claims that her/his employment, or her/his conditions of employment, has been affected to her/his disadvantage by some unjustifiable action by the employer), discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union or employee's organisation.

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

46.2 Raising a Personal Grievance or Other Problem

If an employee considers he/she has a personal grievance the employee must raise the grievance with Plunket making Plunket aware of the personal grievance that the employee wants to have addressed. The employee is entitled to seek advice and assistance from an NZNO representative in raising and discussing the problem. The employee shall have the opportunity of having an NZNO delegate or NZNO official present at any meeting with the employee.

All employees shall be entitled to raise a personal grievance claim of unjustified dismissal regardless of whether or not an employee has been employed for more than 90 days.

Should it be found that there has been an unjustified dismissal, reinstatement shall be the primary remedy.

An employee must raise the personal grievance within 90 days after the action complained of, or the date the employee became aware of it, unless the employer consents to the raising of a personal grievance after the expiration of that period or is given leave to raise the personal

grievance after the expiration of that period by the Authority (as outlined in s114 of the Employment Relations Act 2000)

For any other employment relationship problem, an employee should advise Plunket of the existence and nature of the problem, as soon as practicable and that the employee wants something done about it.

46.3 Procedure – All Employment Relationship Problems (including Personal Grievance)

If the employment relationship problem cannot be resolved by discussion between Plunket and the employee, then either party may request assistance from the Ministry of Business, Innovation and Employment who may provide mediation services. This may include:

- provision of information or explanation as to where information can be found by way of telephone, fax, email or internet
- provision of information through pamphlets, brochures or booklets
- specialist services, including mediation hearings and meetings.

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

In certain circumstances, the employee(s) will be able to appeal to the Employment Court and the Court of Appeal if they are unhappy with the outcome at the Employment Relations Authority.

47 UNION SUBSCRIPTIONS

47.1 Where authorised to do so, Plunket shall deduct NZNO subscriptions fortnightly from the remuneration due to employees bound by this Collective Agreement, and remit such subscriptions to the NZNO at monthly intervals.

47.2 The NZNO shall notify Plunket of the amount of the subscriptions fixed by NZNO in accordance with its registered rules.

47.3 Plunket shall provide a list of employees and their deductions when the sum is remitted to the NZNO.

48 RIGHT OF ACCESS

48.1 This agreement recognises that NZNO representatives have certain rights to enter a workplace of Plunket (this does not include a building or part of a building that is occupied as a residence).

48.2 In particular, a NZNO representative may enter a workplace either for purposes related to the employment of its members or for purposes related to NZNO's business (or for both purposes).

48.3 Purposes related to the employment of NZNO's members include:

- (a) participating in collective bargaining;
- (b) dealing with health and safety matters;
- (c) monitoring compliance with the operation of this agreement;
- (d) monitoring compliance with the Employment Relations Act 2000 and other legislation dealing with employment-related rights in relation to NZNO members;
- (e) with the authority of an employee, dealing with matters relating to an individual's existing or proposed individual employment agreement; and
- (f) seeking compliance with relevant requirements if non-compliance is detected.

48.4 An NZNO representative may enter a workplace for one of these purposes if the representative reasonably believes that an NZNO member to whom the purpose relates either is working or normally works in the workplace.

48.5 Purposes related to NZNO's business include;

- (a) discussing NZNO business with NZNO members;
- (b) recruiting employees as NZNO members; and
- (c) providing information on NZNO and NZNO membership to any employee on the premises.

48.6 An NZNO representative may enter a workplace for one of these purposes if the NZNO representative reasonably believes that NZNO's membership rule covers an employee who is working or who normally works in the workplace.

48.7 An NZNO representative may only enter a workplace at reasonable times, in a reasonable way and in compliance with Plunket's safety, health and security procedures. Upon entering the workplace the NZNO representative is obliged to make reasonable efforts to find the person in charge. An NZNO representative must, at this time and at any later time if requested by Plunket, tell Plunket the purpose of the entry and provide evidence of identity and authority to represent NZNO. If the NZNO representative is unable to find an appropriate person, he or she must leave a written statement containing this information, together with a note of the time and date of entry.

48.8 Plunket recognises that it may not unreasonably deny an NZNO representative access to a workplace.

49 MEETINGS

49.1 NZNO Meetings

Employees shall be entitled to four hours paid time off scheduled work to attend meetings, in a calendar year, for the purposes of discussing employment agreement matters. Plunket must be consulted regarding any request for such a meeting during the term of this agreement by

NZNO giving Plunket at least 14 days' notice of the day and times of such meetings. NZNO will consult with Plunket to make any necessary arrangements to ensure that sufficient NZNO members remain available during the time of any such meeting to enable normal operations to continue.

An employee's NZNO representative will be able to attend such meetings referred to in this clause.

The provision of this clause shall be inclusive of any legislative entitlement to paid union meetings.

49.2 Plunket Meetings

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

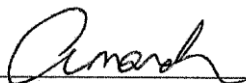
50 PLUNKET NZNO DELEGATES:

50.1 Plunket acknowledges the role of NZNO delegates in the workplace. Delegates play a vital role in communication between NZNO and Plunket and will maintain the flow of information between NZNO members and organisers.

50.2 Plunket will allow reasonable paid time off at ordinary time with prior approval for recognised delegates to attend meetings with management, consult with NZNO members and NZNO officials, to consult and discuss issues such as management of change, staff surplus and to represent employees.

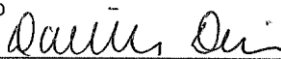
51 SIGNATORIES

SIGNED



Chief Executive Officer, Royal New Zealand Plunket Trust

SIGNED



Danielle Davies, Advocate, NZ Nurses Organisation

DATE: 17/9/2019

Schedule 1 – Plunket Staff Redundancy Agreement

BETWEEN Royal NZ Plunket Trust - ("Plunket")

AND The NZ Nurses Organisation ("NZNO")

WHEREAS Plunket has determined to examine its operation, because of funding constraints

WHEREAS Plunket and NZNO have reached agreement as to the terms and conditions of the redundancies and wish to record the agreement in writing.

The Parties Agree As Follows:

- (a) Plunket and NZNO recognise that loss of employment is a serious matter for those involved.
- (b) Employees indicating a preference for voluntary redundancy will be given first consideration for redundancy where that action will meet the ongoing employment and management needs of Plunket.
- (c) Plunket must provide one month's notice of redundancy to NZNO and the employee of any impending redundancy situation.
- (d) Employees may work out their notice or alternatively they may take wages in lieu of notice, subject to operational requirements of Plunket.
- (e) If employees work out their notice, they will be given time off to attend interviews for alternative employment without loss of pay.
- (f) Employees made redundant shall be provided with a certificate of service stating that employment was terminated as a result of redundancy.
- (g) Plunket shall supply suitable redundancy counselling services for any employees requiring such services.
- (h) Employees will receive a pro-rata redundancy payment for any loss of more than 7 hours from a re-established position gained through the restructuring process.

SCHEDULE OF PAYMENTS

Employees made redundant shall be entitled to receive compensation payments calculated to their length of service based on the following scale:

- For the first year of service - six weeks pay based on their average earnings for the last 12 months.
- For each subsequent year of service or part thereof - two weeks pay based on their average earnings for the last 12 months
- The maximum payment that any employee is entitled to receive by way of redundancy compensation is limited to 33 weeks.

RE-EMPLOYMENT

Should circumstances change causing the redundant position, or a substantially similar position to again become available, the employee made redundant will receive very close consideration for re-employment.

SMALL HOURS COMPENSATION

Employees appointed to a position that they have registered an interest in which is 7 hours or less than their previous position will receive 'small hour compensation' based on the following formula:

- less hours per week times hourly rate times factor 10.5

Small hours compensation is not a total buy out redundancy payment for an employee's hours, but guarantees that any increase in hours in an employee area will be first offered to those employees who have had small hours compensation.

TERM

The terms of this Redundancy Agreement will be effective from 13 September 2019 until 1 March 2021.

DATED this day of 2019	
SIGNED for ROYAL NZ PLUNKET TRUST	
SIGNED for NZ NURSES ORGANISATION	

Schedule 2 – Letter of Offer – Casual Employees

<DATE>

<ADDRESS>

Dear

OFFER OF CASUAL EMPLOYMENT

The Royal New Zealand Plunket Trust (Plunket) is pleased to offer you employment as a casual employee on the terms and conditions set out in this letter. You are encouraged to read and consider this letter very carefully prior to signing it. Once you have done so, please sign it on the foot of the final page to indicate you accept the offer. If you have any questions, please do not hesitate to contact me.

Duties and Responsibilities

You will be employed as [insert position]. You will be required to perform the following duties:

- *list duties to be performed*

The duties you are required to perform may be varied from time to time by Plunket after consultation with you.

Location of Work

You are required to perform your duties at <specify location where employee is to work>

Remuneration

Your total remuneration is [\$] per hour. This will be paid fortnightly by direct credit into a bank account nominated by you. You will move to the next service step after completion of one year.

Hours of Work

The parties agree that because you are being employed on an as required basis, you have no fixed hours or days of work, nor any minimum number of hours of work. The hours of work and days to be worked will be as agreed between you and Plunket from time to time.

Holidays

You are being employed to perform work on a casual as required basis. Plunket shall, instead of paying you during any periods of annual leave, pay you holiday pay at the same time as your salary payments. You will receive 8% holiday pay per hour of work, which shall be paid less tax, at the same time as your salary payments. Your pay slip will identify your base hourly rate, and the separate holiday pay.

Public holidays shall also be in accordance with the Holidays Act 2003. Other days may be substituted for public holidays with the mutual agreement of both parties to this agreement.

Policies

You will be required to familiarise yourself with, and abide by, all of Plunket's policies and procedures. Plunket may amend these policies and procedures from time to time.

Confidentiality

During the term of this agreement, or at any time thereafter, you shall not disclose to any other person any confidential information belonging to or concerning Plunket, its business, or its clients and you shall not attempt to use any such confidential information for your own personal benefit, or the benefit of any other person or organisation, or in any manner whatsoever other than in accordance with your responsibilities under this agreement.

Termination of Employment

Plunket may summarily dismiss you for serious misconduct without any period of notice or payment in lieu.

Employment Relationship Problems

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 (where the employee claims that her/his employment, or her/his conditions of employment, has been affected to her/his disadvantage by some unjustifiable action by the employer), discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union or employee's organisation.

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

Raising a Personal Grievance or Other Problem

If you consider you have a personal grievance you must raise the grievance with Plunket making Plunket aware of the personal grievance that you want to have addressed. You are entitled to seek advice and assistance from an NZNO representative in raising and discussing the problem. You shall have the opportunity of having an NZNO delegate or NZNO official present at any meeting with you.

You must raise the personal grievance within 90 days after the action complained of, or the date you became aware of it, unless there are exceptional circumstances.

For any other employment relationship problem, you should advise Plunket of the existence and nature of the problem, as soon as practicable and that you want something done about it.

Procedure – All Employment Relationship Problems (including Personal Grievance)

If the employment relationship problem cannot be resolved by discussion between you and Plunket, then either party may request assistance from the Ministry of Business, Innovation and Employment who may provide mediation services. This may include:

- provision of information or explanation as to where information can be found by way of telephone, fax, email or internet provision of information through pamphlets, brochures or booklets
- specialist services, including mediation hearings and meetings.

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

In certain circumstances, you will be able to appeal to the Employment Court and the Court of Appeal if they are unhappy with the outcome at the Employment Relations Authority.

Independent Advice

Prior to signing this agreement, you are entitled, and encouraged, to seek independent advice regarding its effect. Your signature is acknowledgement that you have been advised of your right to seek independent advice and that you have had a reasonable opportunity to seek that advice.

Previous Plunket employment (delete if not applicable)

Employees who have previously been employed with Plunket in a permanent capacity and who are changing their employment status to casual should refer to clause 3.4 of the NZNO/Plunket Collective Agreement.

We trust this offer meets with your approval and we look forward to you joining our team. Please sign this page to indicate you accept this offer.

Yours sincerely

[Person offering employment]

I agree to accept employment with the Plunket Trust on the terms set out in this letter.

[Employee's name] [Date]

Schedule 3 - NZNO/Plunket Engagement Forum

The NZNO/Plunket Engagement Forum replaces the previous Strategic Working Group and the National Healthy Workplace Group in that the functions of these groups will be included in the NZNO/Plunket Engagement Forum

The membership of the group will comprise Plunket representatives and NZNO representatives (2 Organisers, 1 Professional Nurse Adviser and 4 delegates - being the NDC delegate, a Senior Nurse delegate and 2 others)

The agreed work plan will include:

- Discussion and potential strategies for ensuring that Plunket services are operating as effectively and efficiently as possible whilst maintaining the delivery of a quality service while recognising Plunket's organisational constraints
- Acknowledging there needs to be an appropriate work-life balance for employees. This will include discussion on managing workload within the agreed hours of work and appropriate cover for leave.

Family/Domestic Violence

Plunket believes that all families in New Zealand have the right to live in violence free environments and recognises that employees sometimes face situations of violence or abuse in their personal life.

Plunket has developed a 'Supporting Plunket People Affected by Domestic Violence' policy that outlines Plunket's commitment to supporting Plunket people who are impacted by family or domestic violence and that guides the response of Plunket managers to such situations.

Schedule 4 – Terms and Conditions: Family Start – Family Workers and Team Leaders

1. Remuneration

Progression: Movement through the steps for Family Workers shall be annual, subject to satisfactory performance which will be assumed to be the case unless an Employee is otherwise advised.

Note: the per annum salaries shown in the scales below are calculated based on a 40 hour working week for the below roles. For the purpose of calculating hour rate, Plunket divides the annual salary by 2080.

Family Start - Family Workers			
Step	Per annum		
	1 March 2019 Placement on closest step	26 Aug 2019	29 June 2020
1	48,000	49,920	50,918
2	49,667	51,654	52,687
3	51,334	53,387	54,455
4	53,001	55,121	56,223
5	54,668	56,855	57,992
6	56,335	58,588	59,760
7	58,000	60,320	61,526

Family Start			
	1 Mar 2019	26 Aug 2019	29 June 2020
Team Leader	65,665	70,000	71,400

Family Start Administrator

Under coverage on Administrator salary steps

2. Duties

- (a) The Employee will perform the duties set out in the Job Description attached to this Agreement using their best endeavors to perform the duties outlined in a manner which will promote the interests of the employer.
- (b) The Employee agrees to perform additional reasonable duties and comply with all reasonable and lawful instructions issued by the Employer.
- (c) The Employee's duties may be reasonably amended by the Employer from time to time.
- (d) The Employee will report to the person or position specified in Schedule 1 or to any other representative of the Employer as designated from time to time.

3. Hours of Work

- 3.1 Full-time hours of work are 40 hours per week. The Employee may from time to time however, be required to work in excess of any agreed hours in order for the Employee to properly perform their duties under this Agreement.
- 3.2 The employee's position is not eligible for payment of overtime irrespective of the number of hours they work or the day upon which they work.
- 3.3 The Employee will be entitled to rest and meal breaks in accordance with the Employment Relations Act 2000.

4. Location

- 4.1 The Employee will perform their duties at the specified Employer's premises or at any other location to which the Employee is reasonably directed to work from time to time or to which the Employer may relocate its business.

5. Remuneration and Expenses

- 5.1 The Employee's remuneration is set out in the Collective Agreement **Clause XX** and will be paid fortnightly by direct credit into a bank account nominated by the Employee.
- 5.2 The Employee will be reimbursed by the Employer for any reasonable expenses properly incurred by the Employee in the performance of their duties upon production of appropriate receipts.

6. Performance and Review

- 6.1 The Employer will, after consultation with the Employee, set the Employee's objectives at least on an annual basis. The Employer will conduct a performance review of the Employee on at least an annual basis.

7. KiwiSaver

- 7.1 As the Employee is commencing employment with the Employer, the Employee will be automatically enrolled into KiwiSaver.
- 7.2 The Employee may opt out of KiwiSaver between weeks 2 to 8 of commencing employment by completing the Opt Out Request Form (KS10) and returning either to the Employer or the IRD.
- 7.3 The Employer will commence deductions of employee contributions from the Employee's first pay date after commencing employment. If the Employee remains a KiwiSaver member, and is not on a contributions holiday, then the Employer will also make employer contributions in accordance with the KiwiSaver Act 2006.

8. Annual Leave

- 8.1 Pursuant to the Holidays Act 2003, after 12 months' continuous employment the Employee will be entitled to the Employee is entitled to 4 weeks' annual leave pro rata per annum. The employer at its discretion however, may agree, to allow the employee to take annual leave as and when it accrues. When annual leave is to be taken is to be agreed between the Employer and Employee.
- 8.2 The Employee agrees that they will be paid for their annual holidays in the pay that relates to the period during which the holiday is taken.
- 8.3 The Employer may close down all or part of its operations regularly once a year and require the Employee to take leave during the period of the closedown. The Employer will provide the Employee with at least 14 days' notice of a closedown.

9. Public Holidays

- 9.1 The Employee is entitled to public holidays under the Holidays Act 2003.
- 9.2 The Employee may be required to work on a public holiday. Where the Employee works on a public holiday the Employee will be paid time and a half of either their relevant daily pay or average daily pay for all hours worked on that day. In addition, if that day would otherwise have been a working day for the Employee, the Employee will also be entitled to an alternative holiday to be taken as agreed between the Employer and the Employee.

10. Sick Leave

- 10.1 From the date of commencement of the Employee's employment, and annually on the anniversary of that date thereafter, the Employee will be entitled to 10 days per annum. Sick leave can be taken where the Employee is sick or injured, or where the Employee's spouse or a person who is dependent on the Employee is sick or injured.

- 10.2 25 days' sick leave may be carried over from one year to the next up to a maximum entitlement of 35 days' sick leave.
- 10.3 Any unused sick leave entitlement will not be payable to the Employee on termination.
- 10.4 Where the Employee has been absent on sick leave for at least three consecutive calendar days, the Employer will be entitled to require the Employee to provide proof of sickness or injury, at the Employee's cost. When an Employee has been absent on sick leave for less than three consecutive calendar days, the Employer will still be entitled to require the Employee to provide proof of sickness or injury, but at the Employer's cost.

11. Medical Assessment

- 11.1 The Employee may be required to undergo a medical or psychiatric examination or assessment, at the Employer's cost, by a registered medical practitioner nominated by the Employer, to determine the Employee's fitness for work.
- 11.2 The Employee consents to the Employer obtaining any report following a medical examination.

12. Bereavement/Tangihanga Leave

- 12.1 From the commencement of the employee's employment, they will be entitled to up to three days' bereavement leave per bereavement, in accordance with the Holidays Act 2003.

13. Parental Leave

- 13.1 The Employee will be entitled to parental leave in accordance with the Parental Leave and Employment Protection Act 1987.

14. Health and Safety

- 14.1 The Employee is required to comply with relevant Health and Safety legislation and is required to be familiar with and comply with the Employer's Health & Safety Policy, including taking all practicable steps to ensure no action or inaction by the Employee affects the Employee's own health and safety or the health and safety of any other person

15. Confidentiality

- 15.1 The terms of this Agreement are confidential to the Parties.
- 15.2 The Employee will not, whether during the Term of this Agreement or after its termination for whatever reason, copy, use, disclose or distribute to any person or entity, otherwise than as necessary for the proper performance of the Employee's employment under this Agreement, or as required by law, any confidential

information which is not in the public domain and which is reasonably regarded by the Employer as confidential to it, which the Employee has become aware of in the course of performing this Agreement.

- 15.3 The above information includes, but is not limited to, confidential business and technical information, business methods and management systems, detailed information and records relating to customers, suppliers, staff and parties with whom the Employer deals commercially, strategic information relating to marketing, advertising or any other aspect of business, computer software, data and know-how not generally known to the public.

16. Intellectual Property

- 16.1 The Employee waives all rights to any and all inventions, designs, methods, processes, systems, improvements, patent and trade mark rights, copyright, ideas and information (the **Intellectual Property**) made or discovered by the Employee during the course of their employment, and is required to disclose to the Employer, in full, all information relating to the Intellectual Property.
- 16.2 All statutory and common law rights and title to and in respect of the Intellectual Property will be deemed to vest in the Employer, and the Employee will be required to execute all documents and do all things necessary to vest such rights and title to and in the Intellectual Property in the Employer (including, without limitation, joining in application for letters patent or other similar protection in New Zealand or any other country).
- 16.3 The Employee agrees that the restraints contained in this clause are reasonable and that the Employee has received adequate consideration for entering into the restraints.

17. Conflicts of Interest

- 17.1 The Employee agrees that there are no contracts, restrictions or other matters which would interfere with their ability to discharge their obligations under this agreement.
- 17.2 If, while performing their duties and responsibilities under this agreement, the Employee becomes aware of any potential or actual conflict between their interests and those of the Employer, then the Employee shall immediately inform the Employer.
- 17.3 Where the Employer forms the view that such a conflict does or could exist, it may direct the Employee to take action(s) to resolve that conflict, and the Employee shall comply with that instruction.
- 17.4 When acting in their capacity as Employee, the Employee shall not, either directly or indirectly, receive or accept for their own benefit or the benefit of any person or entity other than the Employer any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Employer.

18. Termination

- 18.1 Either party may terminate this Agreement by providing in writing the notice. A minimum and maximum of one month's notice shall be given. The Employer may, at its discretion, pay the Employee in lieu of working some or all of this notice period. In addition to, or as an alternative to, paying the Employee in lieu of working some or all of their notice period, the Employer may require the Employee not to attend the workplace during some or all of their notice period, but to continue to be employed by the Employer.
- 18.2 Nothing in this Agreement will prevent the Employer from terminating the Employee's employment without notice for serious misconduct.
- 18.3 On termination of this Agreement, the Employee must return to the Employer any property or equipment of the Employer, including any Intellectual Property, which is in the Employee's possession or control.

19. Termination for Sickness, Illness or Injury

- 19.1 If, in the reasonable opinion of the Employer, the Employee is incapable of the proper performance of his or her duties by reason of sickness, illness or injury, the Employer may terminate the Employee's employment by providing the notice in Schedule 1.
- 19.2 In the course of assessing whether the Employee is capable of the proper performance of his or her duties, the Employer may require the Employee to undergo a medical or psychiatric examination in accordance with clause 15 of this Agreement.
- 19.3 If the Employee refuses to attend a medical or psychiatric examination or assessment or refuses to allow the Employer access to any report following such an examination or assessment, the Employer reserves its right to make a decision regarding the Employee's capacity to properly perform his or her duties on the information available to it.

20. Abandonment

- 20.1 In the event the Employee has been absent from work for three consecutive working days without any notification to the Employer, and the Employer has made reasonable efforts to contact the Employee, this Agreement will automatically terminate (without notice) on the expiry of the third day.

21. Suspension

- 21.1 Provided the Employer consults with the Employee prior to the imposition of suspension, the Employer reserves the right to suspend the Employee on pay:
- (a) while investigating serious misconduct, negligence in the performance of the Employee's duties, or repeated breach of this Agreement; or

(b) where, because of a condition, illness, or injury, the Employer believes that the Employee constitutes an immediate hazard to themselves, or to others.

21.2 In the event that the Employer is required for genuine reasons and in good faith to continue the suspension beyond 2 weeks, such continued suspension will not be on pay.

22. Garden Leave

22.1 The Employer reserves the right to place the Employee on “garden leave” for all or part of their notice period where they are dismissed on notice or where they resign, or in the event that they are offered and accept employment with an organisation whose business creates a conflict of interest with the business of the Employer.

22.2 Whilst on garden leave the Employee:

- (a) will be paid and remain an Employee of the Employer (and remain bound by obligations of fidelity, trust, and confidentiality etc.);
- (b) will not be required to undertake any work for the Employer or contact any of the Employer’s customers, clients or suppliers, except with the Employer’s consent;
- (c) will not compete or undertake any work for any other organisation including promotional work, whether paid or unpaid, except with the Employer’s consent.

23. Redundancy

23.1 Redundancy is a situation where the Employee’s position is surplus to the Employer’s requirements.

In the event the Employee's employment is to be terminated by reason of redundancy, the Employee will be provided in writing with one month’s notice. The employee is entitled to redundancy compensation as follows:

- For the first year of service, six weeks’ pay based on the Employee’s current base salary
- For each subsequent year of service or part thereof, two weeks’ pay based on the Employee’s current base salary
- The maximum payment that the Employee is entitled to receive by way of redundancy compensation is limited to 14 weeks’ pay based on the Employee’s current base salary.

23.2 In the event an entitlement for redundancy compensation is applicable to the Employee, where the Employee’s position is redundant by reason of the sale, transfer, lease, outsourcing, merger or amalgamation of any part of the Employer's business or operations, the Employee will not be entitled to redundancy compensation if they are offered employment by the purchaser, transferee, lessee, outsourcing party or merged or amalgamated entity, on terms

of employment which are the same or similar as the Employee's present terms of employment.

23.3 For the purpose of this clause, **same or similar** means terms and conditions of employment on which the Employee is employed:

- (a) on the same or greater salary;
- (b) in the same broad geographical area; and
- (c) in a position that is overall no less favourable than,

that applied immediately prior to the sale, transfer, lease, outsourcing, merger or amalgamation.

24. Employment Protection

24.1 In the event of a restructuring – as defined in section 69OI of the Employment Relations Act 2000 – which affects the continuation of the Employee's employment, the Employer will as soon as is reasonably practicable, taking into account the commercial requirements of the Employer:

- (a) meet with the Employee to provide the Employee with information about the proposed restructuring and how that affects the Employee's employment; and
- (b) commence negotiations with a potential new employer concerning:
 - (i) whether or not the Employee will be offered employment with the new employer;
 - (ii) if so, the terms and conditions of employment on which the Employee will be offered employment with the new employer; and
 - (iii) if so, the date on which the Employee is to transfer to the new employer; and
 - (iv) if the Employee is not to transfer to a new employer, the relevant entitlements of the Employee, if any.

25. Employment Relationship Problems

25.1 If the Employee has any issues in respect of their employment, those issues should be raised with the Employer on an informal basis as soon as possible so that they can be resolved. If the matter is not resolved either party can seek assistance from the Ministry of Business Innovation and Employment's Mediation Service.

25.2 If the employment relationship problem is a personal grievance, the Employee must raise that grievance with the Employer within 90 days of the event giving rise to the grievance or coming to the Employee's attention.

26. Deductions from Salary or Wages

26.1 The Employee agrees that deductions may be made from the Employee's wages after consultation in the following circumstances:

- (a) Where the Employer has made an overpayment to the Employee;
- (b) Where the Employee owes any money to the Employer, and
- (c) When the Employee fails to provide the notice of termination specified in Schedule 1 (in this situation the Employer may deduct the un-worked period of notice).

27. Policies

27.1 The Employer has a number of policies and procedures in place. The Employee is expected to be familiar with these policies and comply with them at all times.

27.2 The Employer may change the content of its policies from time to time, or introduce new ones. The Employee must ensure that they are familiar with the policies and procedures in place at any time.

28. Pro Rata

28.1 Where the Employee's position is less than a full time (40 hours per week), benefits received under this agreement will be pro-rated (subject to statutory minimum entitlements) to the proportion of full time hours worked.

28.2 For the purposes of sick leave, where the Employee works less than 5 days per week, their entitlement will be pro-rated (subject to statutory minimum entitlements) based on the number of days worked per week.