



# **ST GEORGE'S HOSPITAL INC**

## **NURSING, MIDWIFERY AND CLINICAL SUPPORT SERVICES COLLECTIVE AGREEMENT**



**4 April 2022 – 2 July 2023**

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## **(I) COVERAGE OF AGREEMENT**

### **1 PARTIES**

1.1 The parties to this agreement shall be:

**St George's Hospital Inc** ("the employer")

and

**The New Zealand Nurses' Organisation Inc** ("the union")

1.2 This Agreement shall be binding on the parties to it.

1.3 This collective agreement shall apply to those employees who are members of the union party to this agreement and are appointed by the employer to positions coming within the classifications provided for in Clause 13 of this agreement.

1.4 The parties agree that in the event that an employee previously employed on an individual contract or agreement comes within the coverage of this agreement by becoming a member of the union party to this agreement, the provisions of any individual agreement shall cease to apply except as otherwise specifically agreed in writing.

1.5 All employees shall receive written notification of their starting remuneration, hours of work, classification and whether employment is of a full-time, part-time, casual or fixed term nature.

### **2 VARIATION**

2.1 The parties accept that circumstances may arise during the term of this agreement that warrant variation of this agreement.

2.2 Any variation agreed to shall be recorded in writing and signed by the employer and the union and will be deemed to be appended to this agreement.

### **3 TERM**

3.1 This agreement shall come into force on 4 April 2022 and shall continue in force until 2 July 2023, subject to Clause 3.2 below.

3.2 This agreement supersedes any other agreement for the employment of the employee parties to this agreement, either express or implied, and any such agreements are cancelled as at the coming into force of this agreement; provided that accrued annual leave, accrued long service leave and accrued sick leave shall remain as entitlements for employees who have qualified for such leave; and the employer shall recognise previous service with the employer in so far as it is consistent with the definition of current continuous service.

### **4 STATUTORY PROVISIONS**

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

4.2 The provisions of this agreement shall not be less beneficial than those incorporated by the following statutes:

Employment Relations Act 2000  
 Equal Pay Act 1972  
 Health & Safety at Work Act 2015  
 Holidays Act 2003  
 Human Rights Act 1993  
 Minimum Wage Act 1983  
 Parental Leave and Employment Protection Act 1987  
 Parental Leave and Employment Protection (Paid Parental Leave) Act 2002  
 Privacy Act 1993  
 Wages Protection Act 1983

## **5 POLICIES AND PROCEDURES**

- 5.1 All employees covered by this agreement shall comply with the employer's policies and procedures in force from time to time. Such policies and procedures shall not be inconsistent with the terms and conditions of this agreement.

## **6 DEFINITIONS**

- 6.1 **Annual Practising Certificate** A certificate issued pursuant to the Health Practitioners Competence Assurance Act 2003.

### **Call Back**

A call back arises when an employee who is not on call agrees to return to work for a non-rostered duty having ceased work and gone home and before the time of starting work on the next duty. Such call back shall encompass the time from arrival at the employer's premises to time of departing those premises and may include work on more than one case. A call back will be identified as such by the employer at the time of offer.

### **Call Out**

An employee shall work a call out when that employee has been called out to work whilst on-call. Such call out shall encompass the time from arrival at the employer's premises to time of departing those premises and may include work on more than one case.

### **Casual Employee**

A casual employee is an employee who has no guaranteed hours of work and works as and when required by the employer.

### **Current Continuous Service**

Current continuous service shall refer to the period of current unbroken service with the employer (inclusive of paid or unpaid leave), from the date of commencement of employment as a full-time or part-time employee up to the current reference time.

### **Duty**

The period of work required of an employee within any one period of twenty-four hours, inclusive of rest periods and meal breaks.

<b>Enrolled</b>	Included in the Register of Enrolled Nurses and works within the scope of practice under the Health Practitioners Competence Act 2003.
<b>Fortnight</b>	For the purpose of calculating the pay fortnight the following definitions of fortnight shall apply. In the case of day employees, fortnight shall mean the 14 days computed from midnight to midnight covered by the pay fortnight. In the case of night employees, fortnight shall mean the 14 days computed from noon to noon covered by the pay fortnight. This also acts as a definition of “day” for the purposes of the Holidays Act 2003.
<b>Full-time Employee</b>	A full-time employee is an employee who normally works a minimum of 75 or 80 hours per fortnight, as determined on appointment.
<b>Midwife</b>	Includes all persons defined as midwives under the Health Practitioners’ Competence Act 2003.
<b>Nurse</b>	Includes all persons defined as nurses under the Health Practitioners’ Competence Act 2003.
<b>On-call</b>	On-call refers to an employee on stand-by and available for work as required during off-duty or non-work time. The on-call allowance is specified in Clause 14.5.
<b>Part-time Employee</b>	A part-time employee is an employee who normally works less than 75 hours per fortnight on regular duties.
<b>Registered</b>	Included in the Register of Nurses defined in the Health Practitioners’ Competence Act 2003.
<b>Roster</b>	Roster refers to a prearranged table of work hours defining the hours of work and the pattern of relays for employees working shifts. Such hours may extend over any of the days of the week.
<b>Fixed Term Employee</b>	A fixed term employee is an employee whose normal hours of work are 80 hours or less each fortnight and who is employed on a fixed term agreement for a specified period or work task/project. There must be a genuine reason on reasonable grounds for the fixed term and the employee must be told the reason.

## **7 RESPONSIBILITIES**

- 7.1 Every employee employed under this agreement shall undertake any work required by the employer where such work is carried out as part of the employer's business and provided that the work is in the employee's own normal work area or an area similar to the employee's own work area, or by mutual agreement.
- 7.2 Where position descriptions are provided for such work, each employee shall undertake the work required in the position description to the required standard as outlined in the position description. Position descriptions are able to be amended from time to time, by the employer following consultation with the employee to reflect changing service/work requirements. The employee may seek advice from the union during the consultation.
- 7.3 Each employee shall keep up to date with appropriate new job techniques/ professional practices in order to provide the best possible service to the benefit of clients and patients. The employer shall act as a facilitator in this process where appropriate.

## **8 CONFIDENTIALITY**

- 8.1 Employees shall not utilise or disclose confidential information in regard to the employer's operations, business, clients or patients acquired by or available to them in the course of their employment, or use such information without the employer's prior authorisation. This shall not prevent employees from making appropriate ethical/professional disclosures regarding individual patient clinical status and associated legal issues. On the termination of employment all such matters shall remain confidential and shall not be utilised or disclosed without the written consent of the Chief Executive or her/his authorised representative.
- 8.2 Employees shall not make or release statements to the media or discuss the employer's business in any public forum or with any person not employed or engaged by the employer, without the written consent of the Chief Executive or her/his authorised representative.
- 8.3 In the event that an employee leaves her/his employment with the employer for any reason whatsoever, the employee specifically agrees not to approach or canvass the employer's clients or patients 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.

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

### **9 HOURS OF WORK**

- 9.1 The ordinary hours of work shall not exceed 80 hours in any fortnight, divided into no more than 10 duties, to be worked on any days of the fortnight. Four days off shall be available each fortnight and these shall be provided in two blocks of two days at least in three weeks in four, except by mutual agreement or in exceptional circumstances. These days off may cross consecutive weeks. Except in an emergency or by mutual agreement, no employee shall work more than six consecutive duties at any one time.
- 9.2 Time worked on Saturdays or Sundays as part of the ordinary hours of work shall be paid at one and a half times the hourly rate specified in Clause 14.2.

- 9.3 Where the employer clearly establishes that alterations in working hours are required, the employer is able to alter the hours and/or days of work of employees provided that:
- 9.3.1 Employees shall be offered the following options to facilitate this:
- i) Voluntary leave without pay with the option of attaining an extra duty wherever possible, or
  - ii) Leave without pay, or
  - iii) Annual leave, or
  - iv) Reduced hours in a shift, eg two employees working four hours each, or
  - v) Redeployment to another area similar to the employee's own normal work area.
  - vi) An alternative duty in exchange for the affected rostered duty.
- 9.3.2 If mutual agreement cannot be reached on any of these options, the employer shall have the ability to then cancel a duty if work is not available, subject to the following:
- i) No full time employee shall have a duty cancelled unless that employee has equivalent time off in lieu (as per Clause 10.2) or a day in lieu (as per Clause 19.4) owing or she/he agrees to have the duty cancelled, and
  - ii) The employer has no obligation to provide work for part time employees beyond their contracted hours and is able therefore to cancel any duty which exceeds those contracted hours, subject to Clause 9.3.1, and
  - iii) No employee shall have more than three rostered duties per calendar year cancelled without her/his agreement, provided that if an alternative duty is offered within four weeks of the cancelled duty then the cancelled duty shall not count for the purposes of the maximum calculation of three duties in this sub clause. Every consideration shall be taken of the employee's ability to accept such alternative duty when it is offered.
  - iv) The employee shall have the option of taking annual leave and/or time in lieu. If leave is taken this day will count towards the total (3) cancelled duties.
- 9.3.3 It is recognised that the employer will continue to offer some work to casual employees in order to maintain a skilled casual staff resource pool.
- 9.3.4 The provisions of Clause 9.3 shall be administered in as fair and equitable a manner as possible given the particular circumstances in a work area. Notice of implementation of this clause shall be given as early as practicable by the employer and no later than 12 hours prior to implementation.
- 9.4 A scheduled duty shall not exceed eight worked hours (exclusive of a meal break) unless mutually agreed otherwise between the employer and the employee.
- 9.5 The minimum break between all hours worked shall be nine hours unless agreed otherwise between the employer and an employee. Hours worked include rostered shifts, overtime, call-back or call-out.
- 9.6 Rosters shall be displayed in a prominent place available to employees wherever possible four weeks in advance of work, but taking into account the needs and work



requirements of the particular work area. Changes to the roster are able to be made by mutual agreement or in accordance with Clause 9.3.

- 9.7 Notwithstanding Clauses 9.1 and 9.4, an employee shall work any additional hours or exceed eight worked hours in a duty as may be necessary to undertake her/his responsibilities as required under Clause 7. Notice of such additional work shall be given as early as practicable by the employer.
- 9.8 Where an Employee receives a call out or call back to work, she/he shall be paid for each call as per Clause 14.5. Time worked on call outs or call backs shall not count as time worked for the purposes of calculating the ordinary hours of work nor count in the calculation for overtime.
- 9.9 Employees shall record all hours worked as required by the employer.
- 9.10 Time worked during each day's duty shall be continuous apart from the specified breaks in Clause 11 or any call out or where mutually agreed otherwise or in unforeseen situations.
- 9.11 Except for call outs there shall be a minimum payment of four hours for each duty unless requested otherwise by the employee.
- 9.12 Allowances for night rate and on-call are included in Clause 14.5.

## **10 OVERTIME**

- 10.1 Time worked at the request of the employer in excess of 80 ordinary hours in any fortnight or the ordinary rostered hours in any day, unless mutually agreed otherwise between the employer and an employee, shall be classified as overtime, provided that an employee must work at least eight hours on a rostered day in order to receive overtime on a daily basis; except that operating theatre and recovery staff who work an afternoon duty and who are required by the employer to work beyond one hour of overtime, shall be paid double time for those additional overtime hours worked, provided that they work their next duty without having had a nine hour break from the end of the previous duty. This payment shall not be applied where the employer is able to provide those employees with a nine hour break. Operating theatre and recovery staff who work these extended hours and who do not get a nine hour break, being rostered to work a morning duty after the afternoon duty, shall be released from that morning duty no later than 12.30 pm (or earlier if deemed practicable by their manager) and paid for the full rostered morning duty.
- 10.2 An employee who works overtime shall be allowed equivalent time off in lieu at a time rate of T1.5 for the first two hours of overtime in any one day, and double time thereafter. Such time off in lieu shall be taken at a time mutually agreed between the employer and the employee and consistent with work demands. Equivalent time-off in lieu shall accumulate to a maximum of 24 hours, after which payment will automatically apply for such overtime worked.
- 10.3 Where the employee requests, overtime shall be paid at one and a half times the hourly rate established under Clause 14.2 for the first two hours of overtime in any one day, and double time thereafter for extra overtime hours on that day, in place of the time in lieu provided in Clause 10.2.
- 10.4 Notice of overtime shall be given as early as practicable.

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

- 11.1 The following rest periods and meal breaks shall apply:

- 11.1.1 Each employee is entitled to a paid rest period of 10 minutes within each four hour period of work. Rest periods shall not interfere with service to patients/work requirements.
- 11.1.2 Each employee is entitled to an unpaid meal break of not less than half an hour for each five hour work period. Meal breaks shall be taken at a time mutually agreed between the employer and the employee.
- 11.1.3 The taking of rest periods and meal breaks is able to be varied by agreement between the employer and the employee.
- 11.1.4 The employer shall supply tea, coffee, chocolate drink, milk, sugar and hot/cold water at no cost to the employee for use during rest periods and meal breaks.

- 11.2 Where an employee is required by the employer to work through her/his entire meal break and does not get the opportunity of taking a later meal break, and this lack of opportunity is confirmed by the employee's direct supervisor, they shall be paid for all time worked.

## **12 FULL-TIME, PART-TIME, CASUAL AND FIXED TERM WORK**

- 12.1 An employee may be employed on a full-time, part-time, casual or fixed term basis, subject to the appropriate definitions in Clause 6.1.
- 12.2 Employees working less than a full-time employee's hours of work shall have their remuneration calculated on a pro rata basis where remuneration benefits are expressed in daily, weekly, or yearly terms.

## **(III) REMUNERATION**

### **13 CLASSIFICATION**

- 13.1 The following are the classifications of employees employed under this agreement:

**"Anaesthetic Technicians' Coordinator"** means the designated Anaesthetic Technician who is responsible for the management of the Anaesthetic Technicians' service, resources, liaison and provision of technical support for the anaesthetic service.

**"Anaesthetic Technician"** means a person who is included in the Register of Anaesthetic Technicians defined in the Health Practitioners' Competence Act 2003.

**"Charge Nurse/Midwife"** in relation to a ward, a department, a theatre or a group of nurses, as the case may be, is a registered general nurse, a general and obstetric nurse or in relation to a maternity ward or annex, a registered midwife, who holds a current annual practising certificate, who is appointed to be in charge of the nursing staff employed therein and who is responsible for the ongoing allocation of work (which need not necessarily include rostering) and the supervision of nursing staff employed therein.

**"Clinical Nurse Specialist"** means a Registered Nurse with recognised advanced knowledge, skills and experience in a specified clinical speciality and who is appointed as such by the employer.

**"Enrolled Nurse"** means a person whose name is on the register of enrolled nurses in New Zealand, is employed in this capacity, holds a current annual practising certificate and works under the direction and supervision of a registered nurse.

**"Hospital Aide" or "Health Care Assistant"** is an assistant to the nursing team who performs tasks relating to patient care under the direction and supervision of a registered nurse who shall be accountable for that patient care.

**"Infection Control Nurse"** means a registered nurse appointed to implement, monitor and evaluate infection prevention and control measures, as well as advise and ensure compliance with hospital policy on matters relating to infection control.

**"Maternity Assistant"** means a person who has completed an appropriate recognised course of training in care of the newborn, is employed in this capacity and holds a qualification to that effect.

**"Midwife"** means a person who is registered in New Zealand as a midwife, is employed in this capacity and holds a current annual practising certificate.

**"Nursing Coordinator"** means a registered nurse who has delegated responsibility for after-hours operational management of the hospital and clinical services, including coordination of resources to best meet workload requirements and patient bed management. Demonstrates and applies clinical expertise either directly or through coaching and supervisory function.

**"Nurse Educator"** means a registered nurse appointed to a designated role responsible for facilitating clinical education for the nursing and hospital workforce, providing clinical advice and support, assessing learner deficits, planning, implementing and evaluation of all training and in-service programmes.

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

**"Senior Sterile Services Technician"** means a person with extensive experience employed on sterile supply work and who is appointed as such by the employer.

**"Sterile Services Coordinator"** means a person who is employed to coordinate the Central Sterile Supply Department.

**"Sterile Services Technician"** means a person who is employed on sterile supply work.

**"Quality Improvement Coordinator"** means a registered nurse who is responsible for the facilitation of an effective organisational quality improvement programme, including the development and implementation of service accreditation, Ministry of Health certification and other quality assurance/ improvement initiatives.

- 13.2 The position classification descriptions in Clause 13.1 are indicative only of the positions and do not necessarily include all work responsibilities.

## 14 REMUNERATION AND ALLOWANCES

- 14.1 The parties agree that this agreement provides minimum rates of pay. The payment of rates more favourable to individual employees than these rates shall not be inconsistent with the provisions of this employment agreement.

## 14.2

The following minimum annual salaries shall be paid for all time worked except where established otherwise in this agreement. Salaries shall be divided by 2086 for the purpose of establishing an hourly rate.

Classification	Step/Year	WEF 4/04/2022		WEF 7/11/2022	
		StG	StG	StG	StG
		Hourly Rate	Annual Salary	Hourly Rate	Annual Salary
Nursing Co-Ord	NC 3 and Sub	56.83	118,547	57.40	119,732
	NC 2	53.40	111,385	53.93	112,499
	NC1	51.61	107,667	52.13	108,744
Clinical Nurse Specialists	CNS 3 and Sub	54.08	112,812	54.62	113,940
	CNS 2	50.73	105,813	51.23	106,871
	CNS 1	48.95	102,100	49.43	103,121
Nurse Educator, Quality Coordinator, IP&C Nurse	Year 3 and Sub	51.33	107,076	51.84	108,147
	Year 2	48.06	100,246	48.54	101,248
	Year 1	46.28	96,532	46.74	97,497
Charge Nurse / Charge Midwife	CN/CM3 and Sub	54.08	112,812	54.62	113,940
	CN/CM2	50.73	105,813	51.23	106,871
	CN/CM1	48.95	102,100	49.43	103,121
Registered Nurse	RN/M7	46.16	96,293	46.62	97,256
	RN/M6	44.82	93,489	45.27	94,424
	RN/M5	43.51	90,767	43.95	91,674
	RN/M4	39.16	81,692	39.55	82,509
	RN/M3	37.07	77,320	37.44	78,093
	RN/M2	34.89	72,782	35.24	73,509
	RN/M1	32.23	67,236	32.55	67,908
Registered Midwife	RM7	39.73	82,880	39.73	82,880
	RM6	38.57	80,467	38.57	80,467
	RM5	37.45	78,124	37.45	78,124
	RM4	33.71	70,314	33.71	70,314
	RM3	31.90	66,549	31.90	66,549
	RM2	30.03	62,644	30.03	62,644

	RM1	27.74	57,870	27.74	57,870
Enrolled Nurse	EN5	35.64	74,345	36.00	75,089
	EN4	34.52	72,013	34.87	72,733
	EN3	33.40	69,680	33.74	70,377
	EN2	30.98	64,620	31.29	65,266
	EN1	29.61	61,757	29.90	62,375
Anaesthetic Tech	AT 8	43.23	90,185	43.67	91,087
	AT 7	41.64	86,865	42.06	87,733
	AT 6	40.43	84,336	40.83	85,179
	AT 5	38.77	80,879	39.16	81,688
	AT 4	36.27	75,662	36.63	76,418
	AT 3	33.75	70,399	34.09	71,103
	AT 2	31.24	65,165	31.55	65,817
	AT 1 - Trainee	28.72	59,911	29.01	60,510
Sterile Services - Designated Positions	SSDP4	32.79	68,396	33.12	69,080
	SSDP3	31.08	64,824	31.39	65,472
	SSDP2	30.24	63,073	30.54	63,704
Sterile Services Technician	SST 6 <i>Effective 27/03/2022</i>	29.44	61,412	29.73	62,026
	SST 5	28.65	59,774	28.94	60,372
	SST 4	26.88	56,067	27.15	56,628
	SST 3	24.84	51,813	25.09	52,331
	SST 2	23.63	49,282	23.86	49,775
	SST 1	23.63	49,282	23.86	49,775
Maternity Assistant	MA4 and Sub	29.80	62,155	30.09	62,777
	MA3	28.93	60,345	29.22	60,949
	MA2	28.42	59,276	28.70	59,869
	MA1	26.64	55,561	26.90	56,117
Hospital Aide / HCA	HA/HCA7 and Sub	29.80	62,155	30.09	62,777
	HA/HCA6	28.93	60,345	29.22	60,949
	HA/HCA5	28.42	59,276	28.70	59,869
	HA/HCA4	26.64	55,561	26.90	56,117
	HA/HCA3	25.07	52,288	25.32	52,811

#### 14.4 **Criteria for Movement**

The “years” shown count from completion of training, registration (including registration as a midwife) or certification as the case may be, or, for classification of Hospital Aides/HCAs and Sterile Services Technicians, for years of experience in the capacity concerned. For the purpose of this clause, “year” means 12 months, with movement through the appointment salary scale through automatic annual progression.

Movement to RN Proficient or Expert, EN Proficient or Accomplished, Midwife Confident or Leadership levels, as appropriate, is in accordance with the St George’s Hospital Professional Development and Recognition Programme (PDRP) and the St George’s Hospital Quality Leadership Programme (QLP) which are attached to this agreement as the First Schedule. Movement to Steps One or Two, as appropriate, is in accordance with the St. George’s Hospital Clinical Practice Programme (CPP) which is also attached to this agreement as part of the First Schedule.

Also, on appointment, the employer may, at its sole discretion, place employees on any step of the relevant scale, taking into account the following factors:

- (i) Previous nursing/midwifery/health experience or other relevant work and life experience;
- (ii) Degree of difficulty in recruiting for specific skills and/or experience required for the position.

14.5 The following allowances shall be paid in addition to the remuneration specified in Clause 14.2 of this agreement:

#### **Acting Charge Nurse, Anaesthetic Technicians’ Coordinator, Clinical Nurse Specialist, Sterile Services Coordinator, Theatre Manager or Charge Midwife.**

An Acting Charge Nurse, Anaesthetic Technicians’ Coordinator, Clinical Nurse Specialist, Sterile Services Coordinator, Theatre Manager or Charge Midwife may be appointed, in accordance with the Hospital Policy as determined by the employer from time to time, when the incumbent is absent from work, but would normally have been present in the unit. Any employee appointed to an Acting Charge Nurse, Anaesthetic Technicians’ Coordinator, Clinical Nurse Specialist, Sterile Services Coordinator or Theatre Manager role shall be paid up to \$4.17 per hour, but in total, with hourly rate, shall be paid no more than the hourly rate of the incumbent’s role as set out in Clause 14.2, for each hour worked in that role.

#### **Acting Nursing Coordinator**

When a Nursing Coordinator or more senior nurse is not present in the Hospital, the employer shall nominate a person to carry out the coordinating role. Any employee appointed to an Acting Nursing Coordinator’s role shall be paid up to \$4.76 per hour, but in total, with hourly rate, shall be paid no more than the hourly rate of the incumbent’s role as set out in Clause 14.2, for each hour worked in that role.

#### **Call Back**

An employee who works a call back at the request of the employer shall be paid \$264.87 for each call back. An employee shall receive only one payment in respect of any one call back.

#### **Call Out**

An employee who is required by the employer to work on a call out shall be paid for each call out at one and a half times the hourly rate with a minimum payment for three hours; provided that call outs commencing and finishing within the minimum period covered by an earlier call out shall not be paid for; and where a call out commences before and continues beyond the end of a minimum period of a previous call out, payment shall be made as if the employee had worked continuously from the beginning of the previous call out to the end of the later call out.

### **Uniforms/Protective Clothing/Footwear**

A footwear allowance of \$152.25 per annum, paid in arrears based on the anniversary date of each employee (except for casual employees) and calculated in accordance with each applicable employee's annual hours worked as a proportion of full-time hours, shall be paid to employees where the employee is requested to provide their own footwear for work; provided that casual employees shall be paid a footwear allowance of \$0.59 per duty in lieu of the above annual allowance.

### **Meal Allowance**

An employee, who is required to work more than two hours beyond the end of her/his shift shall be paid a meal allowance of \$10.50 or at the option of the employer, be provided with a meal.

### **Night Rate**

Employees working on the afternoon roster shall receive a night rate, which shall be paid at quarter time in addition to the ordinary hourly rate of pay, for all ordinary hours of work (other than overtime) which fall after 8.00 pm on any night from midnight Sunday/Monday to midnight Friday/Saturday. Employees working on the night roster shall receive a night rate, which shall be paid at quarter time in addition to the ordinary hourly rate of pay, for all ordinary hours of work (other than overtime) which fall between 10.45 pm and 7.15 am on any night from midnight Sunday/Monday to midnight Friday/Saturday.

### **On-Call**

Any employee, other than a casual employee, who is required to be on-call by the employer during otherwise off-duty time, shall be paid an on-call allowance in accordance with the following scale:

\$81.50	Per 24 hour period Monday – Friday
\$81.50	Close of business Friday – 8.00am Saturday
\$162.75	8.00am Saturday – 8.00am Sunday
\$162.75	8.00am Sunday – commencement of business Monday
\$162.75	Public Holidays

Or, at the employer's discretion, take paid time-off in lieu during suitably quiet periods, in accordance with the following scale:

1.5 hours	Per 24 hour period Monday – Friday
1.5 hours	Close of business Friday – 8.00am Saturday
3 hours	8.00am Saturday – 8.00am Sunday
3 hours	8.00am Sunday – commencement of business Monday
3 hours	Public Holidays

Where an employee is required to be on-call by the employer for a period of less than 24 hours, as the result of on-call being shared between two or more employees, then the on-call allowance or paid time-off in lieu shall be pro-rated accordingly.

### **On-Call Nursing Coordinator**

Any nursing coordinator, other than a casual nursing coordinator, who is required to be on-call by the employer during otherwise off-duty time, shall be paid an on-call allowance in accordance with the following scale:

\$23.99	Per 8 hour period Monday – Friday
\$23.99	Per 8 hour period from close of business Friday to 8.00am Saturday
\$47.98	Per 8 hour period Saturday and Sunday
\$47.98	Per 8 hour period from 8.00am Sunday – commencement of business Monday
\$47.98	Public Holidays

Or, at the employer's discretion, take paid time-off in lieu during suitably quiet periods, in accordance with the following scale:

0.5 hours	Per 8 hour period Monday – Friday
0.5 hours	Per 8 hour period from close of business Friday to 8.00am Saturday
1 hour	Per 8 hour period Saturday and Sunday
1 hour	Per 8 hour period from 8.00am Sunday – commencement of business Monday
1 hour	Public Holidays

### **Professional Development and Recognition or Quality and Leadership Programmes**

In recognition of the importance of increasing the number of expert/accomplished and proficient nurses or leadership and confident midwives, an employee who reaches the following levels on the PDRP or QLP will receive a pro-rated allowance as long as the employee maintains that level of practice. All levels of practice allowances shall be added to the base rate of pay and be payable on all hours worked, and shall attract penal rates and overtime. The allowances are not cumulative and relate only to the level that the employee is practicing at.

The rates of these allowances (calculated for 40 hours' work) are as follows:

#### **28/3/2016**

Registered Nurse Expert	\$5,265 per annum or \$2.52 per hour
Midwife Leadership	\$5,265 per annum or \$2.52 per hour
Enrolled Nurse Accomplished	\$5,265 per annum or \$2.52 per hour
Registered Nurse Proficient	\$3,282 per annum or \$1.57 per hour
Midwife Confident	\$3,282 per annum or \$1.57 per hour
Enrolled Nurse Proficient	\$3,282 per annum or \$1.57 per hour

Note: A designated senior nurse or midwife placement on and progression through the salary scale is not dependent on PDRP or QLP. PDRP or QLP will continue to operate separately from salary progression.

All Registered Nurses and Enrolled Nurses will be able to progress within the appropriate pathway, with all Registered Nurses and Enrolled Nurses required to demonstrate a competent level of practice. Achievement of proficient and expert (RNs) and proficient and accomplished (ENs) is voluntary.

All Midwives will be able to progress within the Quality Leadership Programme, with all Midwives required to demonstrate a competent level of practice. Achievement of the domains of confident and leadership is voluntary.

### **Clinical Practice Programmes**

In recognition of advanced levels of skill and practice, an employee who successfully completes the Clinical Practice Programme for their role, will receive a pro-rated



allowance as long as the employee maintains that level of practice. All levels of practice allowances shall be added to the base rate of pay and be payable on all hours worked, and shall attract penal rates and overtime. The allowances are not cumulative and relate only to the level that the employee is practicing at.

The rates of these allowances (calculated for 40 hours' work) are as follows:

**28/3/2016**

Anaesthetic Technician Step 1	\$3,295 per annum or \$1.58 per hour
Sterile Services Coordinator Step 2	\$3,019 per annum or \$01.45 per hour
Sterile Services Coordinator Step 1	\$1,429 per annum or \$0.69 per hour
Sterile Services Technician Step 1	\$ 3,821 per annum or \$1.83 per hour
Maternity Assistant Step 1	\$1,844 per annum or \$0.88 per hour
Hospital Aide/HCA Step 1	\$1,844 per annum or \$0.88 per hour

Note: Placement on and progression through the salary scale is not dependent on the Clinical Practice Programme. The Clinical Practice Programme will continue to operate separately from salary progression.

**Reimbursement for Annual Practising Certificate**

Where an employee is required by statute to hold an annual practising certificate in order to undertake her/his responsibilities, then the cost of such certificate shall be reimbursed to the employee by the employer, provided that reimbursement of a casual employee's annual practicing certificate will be fully reimbursed if the casual employee only works at St George's Hospital, or half will be reimbursed if the casual employee works for two or more employers.

- 14.6 An employee will qualify for only one (the higher) of night rate, weekend work, public holiday work or overtime payments to be applied at any one time.

**15 PAYMENT OF REMUNERATION**

- 15.1 Payment of remuneration shall be by direct credit to a nominated bank account.
- 15.2 The pay period shall be fortnightly with remuneration paid no later than the Thursday following the completion of each pay period.
- 15.3 The employer shall be entitled to make a rateable deduction from the employee's remuneration in accordance with the Wages Protection Act 1983 for any time lost through an employee's own default, sickness (where no special leave entitlement exists), accident, or in instances of over payment, or where directed by statute. Any further pay deductions will be at the discretion of the employer upon request by the employee and must be authorised in writing by the individual employee and such deduction authority must be given to the employer prior to the commencement of any deductions.
- 15.4 The employer shall, upon written request from the employee, deduct from the employee's remuneration, union fees. Such fees shall be remitted not less frequently than three monthly to the employee's representative.
- 15.5 An employee shall be provided with a fortnightly pay statement showing details of earnings and any deductions that are made and any pay variations.
- 15.6 All outstanding monies and holiday pay shall be paid on the termination of any employee's employment on the last working day provided that the required notice has been given, otherwise without undue delay. On termination, the employer shall be

entitled to deduct any monies owed by the employee to the employer from any final payment.

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

**16 DRESS STANDARD AND HYGIENE**

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

**17 UNIFORMS/PROTECTIVE CLOTHING/FOOTWEAR**

- 17.1 Where employees are required to wear uniforms and/or protective clothing/footwear on duty in addition to normal work dress, such uniforms/protective clothing shall be of an approved standard and design/style as determined by the employer. Items covered by this clause will be specified by the employer.
- 17.2 The uniforms/protective clothing/footwear referred to in Clause 17.1 shall, at the employer's discretion, be:

either supplied by the employer in which case:

- 17.2.1 The uniforms/protective clothing/footwear will remain the property of the employer.
- 17.2.2 They shall be replaced on an "exchange fair wear and tear" basis at the employer's discretion.
- 17.2.3 Where deemed necessary by the employer, uniforms/protective clothing/footwear shall be laundered at the employer's expense.
- 17.2.4 All uniforms/protective clothing/footwear shall be returned to the employer on termination of employment. Where an employee fails to return any item/s then the cost of such item/s shall be deducted from the employee's final payment in accordance with the following formula:

Time	Percentage of Value
Up to 3 months from date of issue	75% of the value
3 months & up to 6 months from date of issue	50% of the value
6 months & up to 9 months from date of issue	25% of the value

or supplied by the employee in which case:

- 17.2.5 Uniforms/protective clothing/footwear shall be maintained by the employee in a clean and tidy condition to the employer's satisfaction.
- 17.2.6 An allowance shall be paid as per Clause 14.5 in recognition of the employee supplying and maintaining such uniforms/protective clothing/footwear.

## **18 AMENITIES AND FACILITIES**

- 18.1 Amenities and facilities will be provided in accordance with the Health and Safety at Work Act 2015.
- 18.2 Employees shall be provided with a secure cupboard area specifically for safekeeping of personal belongings while on duty.

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

### **19 PUBLIC HOLIDAYS**

- 19.1 Subject to any express provisions of this agreement, public holidays are observed in accordance with the Holidays Act 2003. The recognised holidays shall be those set out in the Holidays Act 2003, provided that Anniversary Day will be observed on Show Day.
- 19.2 Due to the nature of the operation, on giving reasonable notice, employees may be required to work on any of the recognised public holidays referred to in the Holidays Act 2003. In that event employees will be paid double time for time worked and, provided that the public holiday falls on a day that would otherwise be a working day for the employee, will be provided with an alternative paid day's holiday.
- 19.3 It is agreed in accordance with Section 57(1) of the Holidays Act 2003 that those employees who work on a public holiday on the weekend shall take their alternative holiday on the same shift on any day of the week (subject to the normal leave application process), and those employees who work on a public holiday which falls on Monday to Friday shall take their alternative holiday on the same shift on any Monday to Friday (subject to the normal leave application process).
- 19.4 Should any public holiday occur during an employee's annual leave and the employee would have received a paid holiday if she/he had not been on leave, then the employee will receive credit for the public holiday in accordance with Section 16.2 of the Holidays Act 2003 and such day will not count in the calculation for annual leave.
- 19.5 Where a public holiday falls on an employee's rostered day off and that day is an "otherwise working day", the employee shall have the public holiday paid as public holiday not worked. An otherwise working day is a day of the week that an employee has worked at least 40% of the time over the previous 12 weeks.
- 19.6 In accordance with s44a of the Holidays Act 2003 it is agreed that if any employee who is working night shift and that shift overlaps into a public holiday or commences on a public holiday and overlaps into a day which is not a public holiday, the public holiday will be observed for the shift where the majority of the hours are worked on the public holiday.

### **20 ANNUAL LEAVE**

- 20.1 Full-time or part-time employees shall be entitled to five weeks' annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause. It is agreed under Section 27(1) of the Holidays Act 2003 that employees will continue to receive their holiday pay in the pay period in which the holiday is taken.
- 20.2 Casual or fixed term employees shall be entitled to annual leave in accordance with the provisions of the Holidays Act 2003.

- 20.3 Annual leave is able to be accrued to a maximum of two years' entitlement with the approval of the employer.
- 20.4 Annual leave shall be taken to fit in with service/work requirements and may include anticipation of up to one year's annual leave entitlement by agreement with the employer.

## **21 LEAVE WITHOUT PAY**

- 21.1 Full-time or part-time employees are able to take leave without pay providing such leave is mutually agreed between the employer and the employee.

## **22 SPECIAL HOLIDAYS FOR LONG SERVICE**

- 22.1 A full-time or part-time employee shall be entitled to special holidays in addition to annual leave as follows:
- 22.1.1 One special holiday of two weeks after the completion of 15 years of current continuous service with the employer which shall be taken before the completion of 25 years of current continuous service with the employer.
- 22.1.2 One special holiday of three weeks after the completion of 25 years of current continuous service with the employer which shall be taken before the completion of 35 years of current continuous service with the employer.
- 22.1.3 One special holiday of five weeks after the completion of 35 years of current continuous service with the employer which shall be taken before the date of retirement.
- 22.2 All such special holidays provided for in sub-clause 22.1 shall be on current rates of pay, paid pro-rata for part-time employees for average hours worked in accordance with the Holidays Act 1981, and are to be taken, where possible, in one period at such time as agreed between the employer and the employee.
- 22.3 If an employee having become entitled to a special holiday leaves her/his employment before such holiday has been taken she/he shall be paid in lieu thereof.
- 22.4 Where the employer and the employee mutually agree payment may be made in lieu of the holiday being taken.

## **23 SICK/DOMESTIC LEAVE**

- 23.1 A full-time or part-time employee shall be entitled in each period of twelve months for which she/he works for the employer, to sick/domestic leave as follows:

<b>Contracted number of duties worked per fortnight on a regular basis</b>	<b>Number of days sick/domestic leave per twelve month period</b>	<b>Maximum number of days of unused sick/domestic leave able to be accumulated</b>
9 or more	10	57
8	10	46
6 – 7	10	35
5 or less	10	30

The provisions of the Holidays Act 2003 shall apply to fixed term and casual employees.

- 23.2 Sick/domestic leave referred to in Clause 23.1 may be taken when an employee is sick, or the spouse or partner of an employee is sick, or a dependent child or a dependent parent of an employee or of the spouse or partner of an employee is sick.
- 23.3 Sick/domestic leave shall be paid in accordance with the Holidays Act 2003.
- 23.4 Notice shall be given to the employer as soon as possible of absence due to sick/domestic leave, and where at all possible before the commencement of work.
- 23.5 For any sick/domestic leave taken during the first six months of employment and for any sick/domestic leave taken in excess of ten days in any subsequent period of 12 months, the employer is able to require a claim for leave to be supported by a medical certificate obtained at the employee's expense. Where such a request is made the employee shall provide a medical certificate to the employer as soon as possible.
- 23.6 In the event an employee has no sick leave entitlement left and due to an unforeseen sickness event, the employee may be granted additional discretionary sick leave. In considering the grant of leave under this clause the employer shall recognise that discretionary sick leave is to ensure the provision of reasonable support to staff having to be absent from work where their entitlement is exhausted. Requests should be considered by Human Resources in the quickest time possible, taking into account the following:
- The employee's length of service
  - The employee's attendance record
  - The consequence of not providing the leave
  - Any unusual and/or extenuating circumstances
- The decision maker (usually the line manager) is expected to seek appropriate guidance before responding and will provide the response in writing with reasons as appropriate.

## **24 BEREAVEMENT LEAVE**

- 24.1 Where the employer is satisfied that the circumstances warrant it, the employer may, on the death of an employee's partner, child, parent, brother, sister, parent-in-law, grandparent, step-parent, step-child, step-brother, step-sister, grandchild or in any special case where the employee is responsible for making funeral arrangements, grant to the employee bereavement leave for a period of up to but not exceeding three days.
- 24.2 The employer agrees that on application it may be appropriate to grant up to one day's bereavement leave in order to accommodate various special bereavement needs not recognised in Clause 24.1, where the employer accepts that the employee has suffered a bereavement.
- 24.3 Bereavement leave shall be paid in accordance with the Holidays Act 2003.

## **25 TRAINING / STUDY AND PROFESSIONAL DEVELOPMENT LEAVE**

- 25.1 As referenced in Clause 7.3, each employee shall keep up to date with appropriate new job techniques/ professional practices in order to provide the best possible service to the benefit of clients and patients. The employer shall act as a facilitator in this process where appropriate.

- 25.2 Full-time Registered Nurses / Midwives / Obstetric Nurses / Enrolled Nurses / Anaesthetic Technicians are entitled to 16 hours per annum and full-time Hospital Aides/ Maternity Assistants / Sterile Services Technicians 8 hours per annum (based on the employers financial year), pro rata for part-time employees to a minimum of 8 hours, of paid professional development leave approved by the employer in accordance with the employer's policies and procedures and taking into account operational requirements. Such leave shall include attendance at seminars or conferences as well as undertaking study, research or projects relevant to the employer's business and preparation for the Professional Development and Recognition Programme, Quality Leadership Programme, Clinical Practice Programme and any other occupational professional development programme recognised as such by the employer. Such leave shall be paid at T1 rate and is not transferable or able to be accumulated from year to year. Expenses may be either fully or partly reimbursed at the employer's discretion and this will be decided at the time of approval to attend.
- 25.3 With respect to study leave the following conditions shall also apply as part of Clause 25.2:
- 25.3.1 Employees are entitled to study leave at the employer's discretion.
- 25.3.2 Where an employee attends any job related course during working hours, she/he shall be allowed time off without loss of pay on producing satisfactory proof of attendance. Where the employee successfully completes and passes the course, the employer shall reimburse her/him all or part of the cost of tuition and/or examination fees.
- 25.3.3 One day's additional paid study leave may be granted prior to each final examination/assessment as part of the study requirement, subject to service/work requirements, where an examination/assessment is part of the study requirements.
- 25.4 All arrangements and obligations in respect of professional development leave shall be agreed at the time of approval of such leave.

## **26 PARENTAL LEAVE**

- 26.1 Parental leave shall be granted in accordance with the Parental Leave and Employment Protection Act 1987 and the Parental Leave and Employment Protection (Paid Parental Leave) Act 2002.

## **27 JURY SERVICE**

- 27.1 Where an employee is required to undertake jury service, the difference between the fees (excluding reimbursing payments) paid by the Court and the employee's expected pay for scheduled work shall be made up by the employer for a maximum of up to one week's jury service in any one calendar year, provided that the employee returns to work immediately on any day she/he is not actually serving on a jury, and further provided that the employee produces the Court expenses voucher to the employer. Additional payments for time off work for jury service in excess of one week in a year may be made at the employer's discretion.
- 27.2 Where an employee called for jury service elects to take annual leave or leave without pay, or where the jury service is performed during an employee's off-duty time, then the employee may retain the juror's fees and expenses paid.
- 27.3 An employee called for jury service shall advise the employer as soon as practicable.

## **(VI) GENERAL PROVISIONS**

### **28 HEALTH AND SAFETY**

- 28.1 The employer shall comply with the provisions of the Health and Safety at Work Act 2015 concerning safety, health and welfare matters. The parties to this agreement agree that employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken.
- 28.2 It shall be the responsibility of the employer to ensure that the workplace meets required standards and that adequate and sufficient safety equipment is provided.
- 28.3 It shall be the responsibility of every employee covered by this agreement to work safely and to report any hazards, accidents or injuries as soon as practicable to her/his supervisor.
- 28.4 It is a condition of employment that safety equipment and clothing required by the employer to be worn or used by the employee must be worn or used and that safe working practices must be observed at all times.

### **29 EMPLOYEE BENEFITS**

- 29.1 The employer has in force a professional negligence insurance policy that provides protection against claims for amounts they may become legally liable for payment by reason of any neglect, act, error or omission on the part of any employee. The policy extends to include costs and expenses (approved by the insurer) incurred in the defence of any claim.
- 29.2 The employer has in force a St George's Hospital Life Insurance Scheme, the benefits of which are consistent with the terms and conditions of that scheme.
- 29.3 The employer has in force a St George's Hospital Income Protection Scheme, the benefits of which are consistent with the terms and conditions of that scheme.
- 29.4 The employer will keep in place, unless requested otherwise, actual individual KiwiSaver Superannuation Scheme percentage payment arrangements for contributing employees as they were as at 20 April 2010. "For the avoidance of doubt, this clause does not require the employer to make contributions in situations outside the specifications of section 101A and 101C of the KiwiSaver Act 2006. All other contributing employees will have the scheme applied as per current KiwiSaver legislation.

### **30 MANAGEMENT OF CHANGE**

- 30.1 The parties accept that changes in the means of delivery of health services are necessary in order to ensure the ongoing efficient and effective delivery of health services. Furthermore the parties recognise that they have a mutual interest in ensuring that health services are provided efficiently and effectively and that all employees have an important contribution to make in this regard.

- 30.2 The employer acknowledges that consultation between the parties to this Agreement as well as employees is desirable on matters of mutual concern and interest. The consultation process for managing change shall be as follows:
- 30.2.1 The initiative being consulted about should be presented by the employer as a “proposal” or “proposed intention or plan” which has not yet been finalised.
  - 30.2.2 Sufficient information (subject to commercial sensitivity) must be provided by the employer to enable the party/parties consulted to develop an informed response.
  - 30.2.3 Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.
  - 30.2.4 Genuine consideration must be given by the employer to the matters raised in the response.
  - 30.2.5 The final decision shall be the responsibility of the employer.
- 30.3 When as a result of the restructuring of the whole, or any parts of the employer’s operations, the employer requires a reduction in the number of employees or employees can no longer be employed in their current position, at their current remuneration or work location or with their current ordinary hours of work (ie the terms of appointment to their present position), then the options in Clause 30.6 below shall be invoked.
- 30.4 The employer will advise the employees in the work area affected by the restructuring and their duly authorised representative of any proposed surplus prior to the date that notice is to be given to employees whose position/s are surplus. The employees directly affected and their duly authorised representative shall meet with the employer to discuss any options appropriate to the circumstances as they relate to each employee and the parties shall use their best endeavours to reach agreement on which is the most appropriate option. The aim of all parties is to minimise the use of severance.
- 30.5 On request, employees and their duly authorised representative will be supplied by the employer with relevant information (subject to commercial sensitivity) where this is available.
- 30.6 The following are the options referred to in Clauses 30.3 and 30.4 above:
- 30.6.1 *Reconfirmed in position/reassignment.*  
Where a position is to be transferred into a new structure at a similar level and where there is only one candidate for the position who meets minimum requirements, that employee is to be confirmed in the position. Where there is more than one candidate the position will be advertised with the appointment made using normal appointment procedures.
  - 30.6.2 *Attrition.*  
Attrition occurs where employees leave the organisation and are not replaced.
  - 30.6.3 *Redeployment.*  
Employees may be redeployed to either new/additional work or to a new position at the same or lower base remuneration in the same or a new location. Where the position is at a lower base remuneration a “one-off” equalisation allowance will be paid to compensate the employee for loss of remuneration. The equalisation allowance will be calculated as the difference



between the old and the new base remuneration at the time of redeployment (ie a differential, once-only payment based on 12 months “loss”).  
Redeployment may involve employees undertaking additional training.

30.6.4 *Leave without pay.*

Leave without pay may be granted within a defined period without automatic right of re-engagement. This provision does not include parental or sick/domestic leave.

30.6.5 *Retraining.*

Where a skill shortage is identified the employer may offer a surplus employee retraining at the employer’s expense in order to meet that skill shortage.

30.6.6 *Severance.*

Where the employer is not able to exercise any of the above options then the employee’s employment shall be terminated with payment of appropriate severance compensation in accordance with Clause 30.

30.7 Full-time or part-time employees whose employment is terminated as the result of a staff surplus situation shall receive not less than four weeks’ notice or in lieu of such notice shall receive up to four weeks’ base remuneration, as appropriate. In the event of severance, and subject to Clauses 30.8, 30.9 and 30.10 below, compensation shall be calculated on the basis of six weeks’ base remuneration for the first completed year of service with the employer and two weeks’ base remuneration for each subsequent completed year of service with the employer up to a maximum of ten years, provided that the maximum amount of compensation payable shall not exceed a total of 26 weeks’ base remuneration. An employee with less than one year’s service with the employer shall receive compensation of six weeks’ base remuneration. Part-time employees receive a pro-rata calculation. “Service” for the purpose of this sub-clause means current continuous service with the employer. “Base remuneration” means the remuneration applicable for the contracted hours of an employee.

30.8 An employee shall not be entitled to severance compensation when the employee’s employment is being terminated by the employer by reason of the sale or transfer by the employer or a purchaser of the whole or part of the business, and the person acquiring the business or part thereof has:

30.8.1 Offered the employee continued employment on substantially similar terms and conditions, and

30.8.2 Agreed to treat service with the person acquiring the business as current continuous service.

This shall include the situation where the employee accepts new employment with another provider as the result of the reallocation of work by a purchaser (eg the Ministry of Health or a District Health Board); provided that the employer shall be obliged to negotiate an appropriate severance arrangement consistent with the equalisation formula stated in Clause 30.6.3 (but at no stage exceeding any compensation which would have been payable under Clause 30.7) where the conditions in Clauses 30.8.1 and 30.8.2 are not offered by the new provider.

30.9 No employee shall be entitled to severance compensation if that employee is a fixed term or casual employee.

30.10 The employer and the employee/s or their duly authorised representative are able to agree on alternative severance compensatory payments to those provided in this Clause.

- 30.11 The employer shall make counselling services available for employees whose employment is terminated as the result of a staff surplus situation. The nature of and requirements for counselling shall be assessed by the employer.

### **31 TERMINATION OF EMPLOYMENT**

- 31.1 Employment may be terminated by either party by the giving of four weeks' written notice of termination in the case of full-time or part-time employees, except as provided in Clause 30, and one day's notice of termination in the case of casual employees. Fixed term employees shall cease their employment upon the termination of their fixed term agreement or earlier by either party giving two weeks' written notice of termination. This shall not prevent the employer from summarily dismissing any employee for serious misconduct.
- 31.2 When employment is terminated by either party without the required notice, equivalent remuneration shall be paid by the employer or forfeited by the employee in lieu of the notice required under Clause 31.1.
- 31.3 Where an employee absents herself/himself from work for a continuous period exceeding three working days without the consent of the employer, and without justifiable cause, she/he shall be deemed to have terminated her/his employment without notice.
- 31.4 Upon termination of employment the employer shall, on request, provide the employee with a certificate of service stating dates and capacity of employment.

### **32 CONTINUITY OF SERVICE**

- 32.1 For the purpose of this agreement current continuous service will not be deemed to be broken by reason of the sale or transfer, including merger, of the employer's business to a new employer who continues to employ such employees without an interruption in their service.

### **33 MEETINGS/TRAINING**

- 33.1 Consistent with the requirements of the Employment Relations Act 2000, employees shall be entitled to up to four hours paid time to attend at least two union meetings during each calendar year. The employer must be consulted regarding any request for such a meeting so that arrangements are mutually agreed in respect of date, place and time of such meeting. Payment will only be made on proof of attendance. Sufficient employees, as determined by the employer, will remain at work so that the employer's business is maintained during any meeting.
- 33.2 The union representative will be able to attend such meetings referred to in Clause 33.1, subject to the provisions of Clause 36.1.
- 33.3 Where required, employees shall attend meetings/training called by the employer. Attendance at such meetings/training shall be paid at the hourly rate specified in Clause 14.2. Time at meetings/training shall not count as time worked for the purposes of calculating the ordinary hours of work nor count in the calculation for overtime. Alternatively the employer and the employee may agree for the employee to take paid time off in lieu at a mutually convenient time instead of receiving payment for attendance at meetings/training. Meetings/training held under this sub-clause shall be identified as such prior to commencement.

- 33.4 Employees are entitled to employment relations education leave pursuant to the Employment Relations Act 2000.

## **34 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS**

### **34.1 Definitions**

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

***Personal Grievance*** means a claim of unjustifiable dismissal, unjustifiable disadvantage (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 employees' organisation.

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

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

- i) If an employee considers she/he has a personal grievance the employee must raise the grievance with the employer by making the employer aware of the personal grievance that the employee wants to have addressed. The employee is entitled to seek advice and assistance from a union representative in raising and discussing the problem. The employee shall have the opportunity of having a union delegate/official present at any meeting with the employee.
- ii) 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 he employer consents to the personal grievance being raised after the expiration of that period.
- iii) For any other employment relationship problem, an employee should advise the employer of the existence and nature of the problem, as soon as practicable and that the employee wants something done about it.

### **34.3 Procedure - All Employment Relationship Problems (including Personal Grievance)**

- i) If the employment relationship problem cannot be resolved by discussion between the employer and employee, then either party may request assistance from the 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.
- ii) If the problem is not resolved by mediation, an employee may apply to the Employment Relations Authority for investigation and resolution.
- iii) In certain circumstances an employee 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.

**35 CONTRACTING OUT, SALE OR TRANSFER OF BUSINESS**

- 35.1 The parties, in compliance with the provisions of S54 (3) (a) (ii) of the Employment Relations Act 2000, agree that in the event ongoing employment on the same or no less favourable basis is not offered by the purchaser of the whole or part of the employer's business, or a contractor, the provisions of Clause 30 of this agreement shall apply.

**36 RIGHT OF ENTRY**

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

**37 CONFLICT OF INTEREST**

- 37.1 Except by mutual agreement in writing with the employer, employees shall not during their employment with the employer place themselves in a position where, in the opinion of the employer, they are engaged directly or indirectly in providing services which could reasonably be regarded as competing with the interests of the employer. It is not the employer's intention to limit normal part-time/casual employment opportunities with other employers.

**38 NZNO DELEGATES**

- 31.1 The employer accepts that NZNO delegates are the recognised channel of communication between NZNO and the employer in the workplace. Accordingly paid time off (at ordinary time rates) shall be allowed for NZNO delegates to attend meetings approved by the employer.
- 38.2 Prior approval for such meetings shall be obtained from the Hospital Manager. Such approval shall not be unreasonably withheld.
- 38.3 This clause does not prevent the employer from communicating directly with the NZNO where required.

For: St George's Hospital Inc



Chief Executive Officer

For: The New Zealand Nurses' Organisation Inc



Advocate

Date: 22<sup>nd</sup> September 2022

## **FIRST SCHEDULE**

The First Schedule consists of the following documents that staff can access from St George's Intranet:

- Professional Development and Recognition Programme for Registered and Enrolled Nurses (PDRP)
- Quality Leadership Programme for Registered Midwives (QLP)
- Clinical Practice Programme for:
  - Anaesthetic Technicians
  - Sterile Services Technicians
  - Sterile Services Coordinator (previously Sterile Services Supervisor)
  - Maternity Assistants
  - Hospital Aides