

TE RŪNANGA O TOA RANGATIRA INC.

**ORA TOA NURSES COLLECTIVE
AGREEMENT**



TERM:
2 March 2024 – 1 March 2025

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1. NATURE AND COVERAGE OF AGREEMENT

(a) Underlying Principles

The parties acknowledge and accept that Te Rūnanga O Toa Rangatira Incorporated is expected to meet its vision of ensuring Ngāti Toa people have as good a health service as any other group in the world. In addition, Ngāti Toa as manawhenua of Te Upoko o Te Ika have kaitiaki responsibilities for the wider community we serve. To this end, employees are expected to meet this vision in a manner that is culturally, physically, mentally and spiritually empowering for all people that use its services.

These guiding principles are woven into the fabric of our culture, define who we are, what we stand for and how we operate together. They create a framework that fosters a positive working environment, encourages conduct and propels us toward our shared goals:

Ahi Kaa – Sustainability of Ngati Toa Rangatira.

Whakatau Tika – Acting with honesty and integrity.

Wairuatanga – Our connection to tea o Wairua.

Manaakitanga – Enhancing mana through excellence, generosity and hospitality.

Kotahi Tatou – Inspiring unity and connection.

Kaitiakitanga – Sustaining our people and resources.

Whanangungatanga – Connectedness and kinship.

Rangatiratanga – Visionary and courageous leadership.

- (i) The parties acknowledge the importance of collegiality within the workplace and will actively encourage collective negotiations and responses to workplace challenges and issues.
- (ii) The parties recognise that employees are constrained by their ethical and professional obligations and public expectations not to refuse treatment to patients in need of their professional skills.
- (iii) The parties acknowledge the increasingly demanding medico-legal environment in which employees are required to practice. Accordingly, the employer undertakes to do what it reasonably can to ensure the workplace is well resourced, professionally supportive and conducive to a very high standard of individual clinical practice.
- (iv) Te Rūnanga O Toa Rangatira Incorporated endeavours to provide a healthy working environment and implements policies that promote, develop, assist and maintain the health and well-being of employees.
- (v) Te Rūnanga O Toa Rangatira Incorporated have an organisation wide framework of care, Mauri Ora, that seeks to support individual and whānau wellbeing supported through the services (formal and non-formal) we provide.
- (vi) Over time, Mauri Ora will support the parties to move towards a more integrated service delivery model where whānau are enabled to access the full suite of services available to support them to achieve their aspirations. Mauri Ora also provides insights into how the Runanga can build the cultural capability of services to contribute to equitable health, social and economic outcomes for the communities the parties serve.
- (vii) Each employee will have an agreed individual Mauri Ora plan developed in consultation with the employee by the employer.

Nature of the Agreement

- (i) This is a collective employment agreement ("Agreement") made pursuant to the Employment Relations Act 2000 covering all types of work carried out by nurse employees of the health service party to this agreement, in the nursing roles outlined in clause 2 of this Agreement.
- (ii) The terms and conditions in this Agreement are a minimum. Better terms and conditions may be provided for an individual employee who is a party to this Agreement. Nurses superior conditions will be retained.
- (iii) The Agreement sets out the core terms and conditions of employment for all nurses who fall within its coverage clause.
- (iv) The Agreement provides the minimum terms and conditions of employment that underpin each employee's job description and any additional terms and conditions of employment that may be or have been negotiated and agreed between the employer and employees on an individual or group basis.
- (v) Any other agreement between the employer and one or more employee(s) that provides for terms and conditions of employment that are as favourable or more favourable in respect of that employee or those employees is hereby deemed to be consistent with this Agreement.

Parties to the Agreement

The parties to this Agreement are as follows:

- (i) The employer -

Te Rūnanga o Toa Rangatira Incorporated ("the employer" and "the health service")

- (ii) The union -

New Zealand Nurses Organisation ("NZNO" and "the union")

Coverage of the Agreement

All nurse employees of the health service defined above doing the types of work undertaken by the occupational groups in clause 2 Definitions are covered by this Agreement irrespective of role or title ("employee")

This Agreement shall be binding on the parties to it and all employees who fall within its coverage clause.

New Employees

Any new employees employed by the employer party during the term of this Agreement are entitled to the benefits of this Agreement provided they are members of the union party to this Agreement.

Variation of This Agreement

The terms of this Agreement may be reviewed at any time during its currency and changed by the agreement of all the parties.

Any changes agreed to must be recorded in writing and attached as a schedule to this Agreement. All such changes will form part of this Agreement and will supersede any prior provisions affected by such changed terms and shall be ratified in the same manner as was this Agreement.

Pass-On

The employer party to this Agreement agrees not to automatically pass on to non-union members terms or conditions that are the same or substantially the same as those contained in this Agreement. This means that the employer and non-union members shall individually negotiate their terms and conditions of employment.

This shall not prevent the employer complying with section 62(2) of the Employment Relations Act 2000 in regard to new employees within their first 30 days of employment.

Trial Periods

When employing new employees who fall within the coverage of this collective agreement, the employer will not agree to a trial provision as defined in section 67A of the Employment Relations Act 2000.

2. DEFINITIONS

Advanced Primary Health Care Nurse:

A registered nurse that works within a practice or within the community that holds a Post Graduate Diploma in Nursing and who is on the pathway to becoming a Nurse Practitioner.

Advanced Specialty Nurses (Diabetes, Asthma, or relevant Post Graduate Diploma):

Diabetes and Respiratory Nurses with advanced/proven expertise or a Nurse that obtains a post graduate diploma in nursing within a specialised area as signed off by the Practice Manager, if practice based, or by the General Manager of Community Health, if community based, with final sign off by the Director of Health.

Enrolled Nurse

A nurse that holds an Enrolled Nurse scope of Practice with the Nursing Council of New Zealand and that works in a team under the direction of a registered nurse providing health care and education in the community or a practice.

Immunisation Coordinator:

A registered nurse responsible for the coordination of the immunisation programme of Health Services.

Nurse Educator:

A registered nurse who has advanced education and clinical training who teaches, trains and mentors aspiring nurses.

Nurse Practitioner:

A registered nurse who has advanced education, clinical training and the demonstrated competence and legal authority from the Nursing Council of New Zealand to practise beyond the level of a registered nurse.

Ordinary Hourly Rate:

Means the hourly rate derived by dividing the employee's nominal annual base salary rate by 2080.

Part-Time employee:

An employee who regularly works less than 40 hours on average per week. Actual hours of work are agreed between the employer and the employee and are confirmed in writing by the employer. All other employees are full time. Part-timers shall be entitled to all allowances pro-rata.

Primary Health Nurse:

A registered nurse who holds a current practising certificate, that works in a primary health care setting providing primary care services to patients.

Quality Improvement Advisor:

A registered nurse that is employed in the Quality Improvement Team to provide clinical leadership and support for the improvement of Health Services.

Quality Improvement Manager:

A registered nurse who is appointed as the Quality Improvement Manager within health services for the employer.

Registered Nurse Prescriber in Primary Health

Registered Nurses that have completed a postgraduate Diploma in Nurse Prescribing (as per the list provided on the Nursing Council website " Accredited programmes leading to registration as a NP or RN Designated prescriber") and are designated to prescribe from a schedule of common medicines for common and long-term conditions.

Registered Nurse Prescribing in Community Health

Registered Nurses practicing in community health settings that have completed an approved work-based education programme (as per the list provided on the Nursing Council Website) and have been given prescribing authority by the Nursing Council for a limited subset of medicines.

Senior Designated Nurse

A registered nurse appointed by the employer into a senior role and is paid on the senior nurse scale.

Senior Practice Nurse/Team Leader:

A registered nurse who undertakes additional responsibilities and is paid an allowance to recognise this.

3. PARTIES OBLIGATIONS AND AIMS OF HEALTH SERVICES

- (a) The employer and the employees shall work honestly, diligently and co-operatively to promote the underlying principles and values of the health service as set out in clause 1 (a) of this Agreement.

(b) **Professional & Patient Responsibility & Accountability**

The parties recognise, alongside employee responsibilities to the health service and the population served:

- (i) the primacy of the personal responsibility of employees to the patients and the employee's role as a patient advocate;
- (ii) that employees are responsible and accountable to the statutory authority the NZ Nursing Council established under the Health Practitioners Competence Assurance Act 2003, including their relevant policy statements and guidelines; and
- (iii) that employees are responsible and accountable to the ethical codes and standards of relevant colleges and professional associations.

(c) Obligations of the employer

The employer shall:

- (i) Act as a good employer in all dealings with the employee;
- (ii) Deal with the employee and any representative of the employee in good faith in all aspects of the employment relationship; and
- (iii) Take all practicable steps to provide the employee with a safe and healthy work environment.

(d) Obligations of the employee

The employee shall:

- (i) Comply with all reasonable and lawful instructions provided to them by the employer
- (ii) Perform their duties with all reasonable skill and diligence
- (iii) Conduct their duties in the best interests of the employer and the employment relationship
- (iv) Conduct themselves in a manner that is in the best interests of the employer (including whilst displaying or wearing any employer branded materials)
- (v) Deal with the employer in good faith in all aspects of the employment relationship
- (vi) Comply with all policies and procedures (including any Codes of Conduct) implemented by the employer from time to time
- (vii) Notify immediately of any criminal charges or convictions in the course of employment
- (viii) Take all practicable steps to perform the job in a way that is safe and healthy for themselves, their fellow employees, and any client of the employer; and
- (ix) Notify the employer immediately of any change in the scope of practice relating to the nurses registration, or of any other conditions, supervisory requirements, or restrictions imposed on the nurses practice

4. STAFF VACANCIES

- (a) The employer agrees to take reasonable steps to fill temporary vacancies or staff shortages as they occur. Wherever possible the employer will fill vacancies before they arise.

5. HOURS OF WORK

- (a) The hours of work for each employee will be recorded in the individual component of the employee's agreement or Schedule One to this Agreement.
- (b) Nursing employees: The ordinary hours of work shall be 40 hours worked over 5 days per week, Monday to Friday, up to 8 hours per day, between 8.00am to 5.30 pm.

- (c) An employee shall not be required to work more than five hours continuously in any one period of work without an uninterrupted meal break of 1 hour (60 mins). An employee may agree to work 6 hours without a meal break where they work only 6 hours in the day.
- (d) An uninterrupted interval of fifteen minutes duration shall be allowed to each employee during each four hour work period within the employer's time and without deduction from wages, and the employers shall provide hot water, tea, coffee, milk and sugar.
- (e) Nurses shall not be required to work Saturdays, Sundays or public holidays or to be on call.
- (f) The employment of part-time employees shall not occur in a way which jeopardises the employment of full-time or permanent employees.

6. OVERTIME

- (a) Any hours worked on Saturdays or Sundays will be paid at time-and-a-half.
- (b) Approved time worked in excess of or outside the ordinary hours of work defined in clause 5 shall be paid for at time-and-a-half. However, where possible time off in lieu of overtime pay will be taken, the hours to be calculated at the appropriate overtime rate. Overtime shall be calculated on a daily basis.
- (c) Time in lieu shall be taken by mutual agreement. Time in lieu may be taken in periods of up to 5 days at a time.

7. WAGES

- (a) The wages scales set out in the tables below shall apply from 1 July 2024 for the relevant categories of employees as the minimum rates of wages payable by the employer to those employees.
- (b) If during the term of this Agreement the employer receives Nurse pay equity related funding for the purpose of operating its health services then the employer shall immediately advise NZNO of that fact and the employer and NZNO will meet as soon as practicable after that to agree upon any appropriate allocation of that funding to employees wages.

Wages scales:

Year	Enrolled Nurse Steps up to and including 30 June 2024		Enrolled Nurse Steps from 1 July 2024 (+3.5% on 30 June 2024 figures)	
1st year (new grad)	\$29.31	\$60,964	\$30.34	\$63,098
2nd year	\$30.67	\$63,793	\$31.74	\$66,026
3rd year	\$33.07	\$68,785	\$34.23	\$71,192
4th year	\$34.18	\$71,094	\$35.38	\$73,582
5th year	\$35.29	\$73,403	\$36.53	\$75,972

Year	Primary Health Nurse Steps up to and including 30 June 2024	Primary Health Nurse Steps from 1 July 2024 (+3.5% on 30 June 2024 figures)
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1st year (new grad)	\$31.91	\$66,570	\$33.12	\$68,900
2nd year	\$34.55	\$72,061	\$35.86	\$74,583
3rd year	\$36.70	\$76,554	\$38.09	\$79,233
4th year	\$38.77	\$80,883	\$40.25	\$83,714
5th year	\$43.08	\$89,868	\$44.72	\$93,013
6th year	\$44.37	\$92,563	\$46.06	\$95,803
7th year	\$45.70	\$95,340	\$47.44	\$98,677

Steps	Senior Designated Nurse Steps Immunisation Co-ordinator/ Quality Improvement Advisor / Nurse Educator Steps up to and including 30 June 2024	Senior Designated Nurse Steps Immunisation Co-ordinator/ Quality Improvement Advisor / Nurse Educator Steps from 1 July 2024 (+3.5% on 30 June 2024 figures)	
Step 1	\$106,601	\$53.04	\$110,332
Step 2	\$110,282	\$54.88	\$114,142
Step 3	\$113,956	\$56.70	\$117,944
Step 4	\$117,373	\$58.40	\$121,481
Step 5	\$121,161	\$60.29	\$125,402

Steps	Quality Improvement Manager Steps up to and including 30 June 2024	Quality Improvement Manager Steps from 1 July 2024 (+3.5% on 30 June 2024 figures)
Step 1	\$113,956	\$117,944
Step 2	\$117,632	\$121,749
Step 3	\$123,628	\$127,955

Steps	Nurse Practitioner Steps up to and including 30 June 2024		Nurse Practitioner Steps from 1 July 2024 (+3.5% on 30 June 2024 figures)	
Step 1	\$57.54	\$120,028	\$59.73	\$124,229
Step 2	\$60.66	\$126,172	\$62.78	\$130,588
Step 3	\$63.77	\$132,641	\$66.00	\$137,283
Step 4	\$68.90	\$143,312	\$71.31	\$148,328

(a) **Appointment on the Scale**

For Primary Health Nurses appointment on the scale will be based on relevant years of nursing experience, e.g. a nurse with 2 years' experience will be appointed to year 3.

In determining which step on the wage/salary scale a new Senior Designated Nurse member may be appointed, the manager will decide after consultation with the interview panel. In determining the appropriate step previous experience in an equivalent role will be considered.

(b) Progression on the Scale

For a Primary Health Nurse progression on the wage/salary scale will happen automatically on the Nurse's registration anniversary date.

For a Nurse practitioner, educator, quality improvement manager, quality improvement advisor or immunisation coordinator, the progression on the wage/salary scale will happen automatically on the Nurses appointment anniversary date.

8. ALLOWANCES

(a) Cultural Competence

Employees who are required by their manager on a regular basis to use an additional skill in language and culture in te reo Māori and/or a Pasifika language and /or another language that is deemed significant for the medical practice or clinic and which has been expressly approved in writing in advance by the employer's Practice Manager shall receive an additional \$1.00 per hour, up to a maximum amount of \$2,080 per annum.

(b) Relieving Manager

When an employee relieves for the Manager for three days or more an allowance shall be payable, which shall be the difference between the current salary of the employee acting in the higher position and the minimum salary the employee would receive if appointed to that position. The allowance shall be paid from the first day the employee acts in the relieving position.

(c) PDRP

Employees who reach the following PDRP levels shall receive an additional allowance, as long as the employee maintains that level of practice. All levels of practice allowances shall be added to the relevant base rate of pay.

The rates of these allowances take effect from 2 March 2024 and are as follows:

- **Enrolled Nurse Proficient/Registered Nurse Proficient**, \$0.84 per hour, up to a maximum amount of \$1,750 per annum.
- **Enrolled Nurse Accomplished/Registered Nurse Expert**, \$1.32 per hour, up to a maximum amount of \$2,750 per annum.

(d) Senior Practice Nurse/Team Leader

Nurses who undertake the role of Senior Practice Nurse or Team Leader, shall be paid as per the relevant steps on the Primary Health Nurse scale above, and in addition shall be paid an allowance of \$6,000 per annum (\$2.88 per hour), prorated in accordance with contracted hours.

(e) Advanced Specialty Nurse Allowances

In addition to being paid the relevant step on the Primary Health Nurse scale above, those nurses who meet one of the following Advanced Speciality Nurse (Primary Health Care) criteria will be paid an per annum allowance, pro-rated and paid on top of their hourly rate, in

accordance with contracted hours. A nurse cannot receive more than one of these Advanced Speciality allowances.

(i) Advanced Specialty Nurse (Diabetes, Asthma, or relevant Post Graduate Diploma)

Shall be paid as per the relevant steps on the Primary Health Nurse scale above, and in addition shall be paid an allowance of \$6,000 per annum (\$2.88 per hour), prorated in accordance with contracted hours.

(ii) Advanced Primary Health Care Nurse

Shall be paid as per the relevant steps on the Primary Health Nurse scale above, and in addition shall be paid an allowance of \$6,000 per annum (\$2.88 per hour), prorated in accordance with contracted hours.

(iii) Registered Nurse Prescriber in Community Health

Shall be paid as per the relevant steps on the Primary Health Nurse scale above, and in addition shall be paid an allowance of \$6,000 per annum (\$2.88 per hour), prorated in accordance with contracted hours.

(iv) Registered Nurse Prescribing in Primary Health

Shall be paid as per the relevant steps on the Primary Health Nurse scale above, and in addition shall be paid an allowance of \$10,000 per annum (\$4.80 per hour), prorated in accordance with contracted hours.

9. PAYMENT OF WAGES/WAGE RECORDS

- (a) Wage Payment - All wages/salaries shall be paid fortnightly after the end of the pay period and not later than Thursday. Generally wages shall be paid by direct credit.
- (b) Wage information - The employee shall be supplied in writing with the details of the manner in which wages have been calculated. Details shall also include current entitlements to annual leave, sick leave and time in lieu if reasonable and practicable to do so.
- (c) Deductions - The employer may take an agreed amount from the employee's pay if the employee has requested it, or agreed to it, in writing. The employee can withdraw their consent, or change the amounts, by giving written notice.

The employer will also take amounts as required by law, e.g. tax, student loan repayments, ACC, child support and Kiwi Saver.

Deductions in accordance with this sub clause relating to a particular pay period may be made from wages relating to the next pay period.

- (d) In the event of an overpayment of wages to the employee the employer will provide the details of the alleged overpayment in writing and enter into consultation with the employee in an effort to agree on the amount and intended method of recovery, but failing agreement the employer may only deduct the overpayment from future wages payable to the employee, in accordance with the Wages Protection Act 1983 or as otherwise permitted by law.
- (e) Where an employee has taken leave in absence of it coming due, and the employee leaves before the entitlement has accrued, the employer will deduct the amount owing from the employee's final pay.

10. EXPENSES

- (a) A employee shall be entitled, on production of receipts where applicable, to a refund of actual and reasonable expenses incurred in the course of approved official duties provided those expenses have been pre-approved by their Manager.
- (b) Nurses that provide community health services will be provided with a pool car. Where a pool car is unavailable an employee shall be reimbursed the actual and reasonable costs of using their personal motor vehicle, at not less than the rates recommended by the Inland Revenue Department, in the course of their employment, including when they are required:
 - (a) to travel to and from work when on call and when making home visits;
 - (b) to travel between workplaces;
 - (c) to undertake any other approved travel.
- (c) Any employee who would not normally use her/his own vehicle, required to begin or finish work before or after the availability of public transport, will be conveyed from or to her/his home at the employer's expense.

Employees concerned about their safety at any other time may raise the issue of transport assistance with their manager.

- (d) The employer shall meet the cost of the following:
 - the Nurses Practicing Certificate fees.
 - in recognition of the professional and indemnity insurance components of the NZNO fee, the employer will contribute 60% of the annual NZNO fee upon production of either invoices or receipts.
- (e) Reimbursement of the above shall be pro rata for part time employees unless it is the part-time employee's sole employment.

11. INDIVIDUAL AGREEMENT DETAILS

When being offered the position each employee will receive:

- (a) A copy of the Collective Agreement.
- (b) A union membership application form and fee deduction form.
- (c) An individual agreement containing:
 - hours of work (which may be varied by mutual agreement between the employer and employee to suit the employee's personal circumstances and/or commitments whilst taking into account the business needs of the employer);
 - actual pay rate;
 - any individual consideration not contained in collective agreement;
 - job description;
 - Service location (which shall include any other reasonable location to which the employee may be directed from time to time by the employer), meeting times and procedures;
 - name of person directly responsible to;
 - name of union delegate and union office details.
- (d) A copy of signed Confidentiality statement (refer to clause 14).

12. JOB DESCRIPTION

All employees will be given a specific job description which shall be part of their individual agreement of employment. Any changes deemed necessary to the job description will be decided by mutual agreement between the employer and the employee.

13. ANNUAL REVIEW

- (a) An annual appraisal of the performance of each employee shall be undertaken by the employer at the conclusion of each year of service. For new staff the period for appraisal will be after six months of continuous employment.

The aim of the appraisal is to provide an opportunity to the employee for positive communication and professional development. It is not a disciplinary process and shall be conducted in a fair manner with reference to the Mauri Ora Plan..

- (b) The process of appraisal shall consist of a self assessment by the employee, an assessment by a Senior Practice Nurse or appropriate manager assigned by the employer and an assessment and discussion by the management committee/governance board appointee.
- (c) Points to cover include:
- Assessment of strengths and weaknesses
 - Review of job description
 - In-service training
 - Future developments
- (d) The annual review shall be a confidential matter between the appraisers, the employer's People & Capability staff and the employee.

14. PERSONAL STATEMENTS/CONFIDENTIALITY

- (a) Employees shall not at any time or for any reason, whether during the term of this Agreement or after its termination, use or disclose to any person any confidential information relating to the affairs, clients, or trade secrets of the employer except so far as may be reasonably necessary to enable the employee to fulfil their obligations under this Agreement. This clause shall not apply to information which has entered the public domain otherwise than as a result of a breach of this clause by the employee.
- (b) All employees will sign an agreement of confidentiality before commencing employment. Medical records of patients are strictly confidential to the employees and employer. No other party will have access to the records without the patient's and her/his doctor's consent. This does not deny the role of health employees to defend themselves regarding their professional standing or their role of patient advocate which may involve raising patient details.
- (c) Statements and responses to media in the name of the employer or any part of its health service may be made only with prior approval of the Governance Body and/or Manager of the employer and in accordance with the employer's media/public relations policy.
- (d) All statements to the press/media in the name of the health service must conform to the beliefs and aims of the service and staff are responsible to management for their statements.

- (e) Prior approval from the employer must also be obtained before any staff members may speak on behalf of the the employer or any part of its health service at any public/professional forum.

15. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY

All work produced for the employer by the employee under this agreement or otherwise and the right to the copyright and all other intellectual property in all such work is to be the sole property of the employer.

16. ABANDONMENT OF EMPLOYMENT

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 shall automatically terminate on the expiry of the third day without the need for notice of termination of employment.

17. GARDEN LEAVE

The employee agrees that during the employee's notice period the employer may elect that the employee not attend or carry out any work on the employer's behalf. During this time, the employee will be on "Garden leave". The employee may be required to return all tools of trade, including where applicable your mobile phone, laptop, and motor vehicle, during this period.

18. INAPPROPRIATE CONDUCT

(a) Termination for Serious Misconduct or Misconduct

Notwithstanding any other provision in this Agreement, the employer may terminate this Agreement summarily and without notice for serious misconduct on the part of the employee. Serious misconduct includes, but is not limited to:

- (i) theft
- (ii) dishonesty
- (iii) harassment of a work colleague or customer
- (iv) serious or repeated failure to follow a reasonable instruction
- (v) deliberate destruction of any property belonging to the employer
- (vi) actions which seriously damage the employer's reputation.

In the event of less serious misconduct or unsatisfactory performance, and after an appropriate investigation has been followed, the employer may implement disciplinary action which may ultimately include dismissal on notice.

Suspension

Where an investigation needs to occur into the employee's conduct, the employer may decide that it is necessary to suspend the employee until the investigation is complete. The employer may also decide to suspend the employee for health and safety reasons. The employer would endeavour to discuss this with the employee prior to making a decision on suspension as per the requirements of the Employment Relations Act 2000.

At the employer's discretion, suspension may be with or without pay. In any event, if the employee is suspended, the employer reserves the right to review this decision once the investigation is underway.

19. PUBLIC HOLIDAYS

- (a) The following shall be observed as holidays without deduction from pay: Christmas Day, Boxing Day, New Year's Day and the day following, Good Friday, Easter Monday, ANZAC Day, Sovereign's Birthday, Matariki, Labour Day, Anniversary Day (or the day observed in the locality in lieu thereof) and Waitangi Day.
- (b) Public holidays shall be taken and paid in accordance with the Holidays Act 2003.
- (c) Should Christmas Day, Boxing Day, New Year's Day, the day following, Waitangi Day and ANZAC Day fall on a Saturday or Sunday and the day would not otherwise be a working day for the employee, the public holiday shall be treated as falling on the following Monday and/or Tuesday (in the case of two of these days falling on the one weekend).

This does not entitle an employee to more than 4 public holidays for those days listed in this sub-clause.

- (d) Should any of the holidays specified in subclause (a) of this clause occur during the currency of the employee's annual holiday, then such annual holiday shall be extended by one day for every such holiday and the employee shall be paid for every such day.
- (e) Any employee who works on a public holiday, in addition to being paid at time and a half, shall providing it would otherwise be a normal working day for the employee, receive an alternative holiday to be taken at a later date.

20. ANNUAL HOLIDAYS

- (a) All employees shall be entitled to four weeks annual leave after each period of 12 months continuous employment with the employer, to be provided and paid in accordance with the Holidays Act 2003. The parties to this Agreement agree that the taking of a minimum of 4 weeks paid annual leave per 12 months of employment is essential for the rest and recreation needs of all employees. Therefore the employer will not promote or accept requests from employees to pay out any of the 4 week annual leave yearly entitlement except where the employee establishes that exceptional circumstances require them to make such request.
- (b) Except that after 4 years of continuous service for the employer all employees shall be entitled to a total of 5 weeks annual leave after each period of 12 months continuous employment with the employer, to be provided and paid in accordance with the Holidays Act 2003. This entitlement is inclusive of and not in addition to the minimum annual leave entitlement in that Act.
- (c) The parties agree that employees who are paid by direct credit to their bank account shall be paid for their annual holidays in the pay that relates to the period during which the holiday is taken.
- (d) Each employee is expected to take their annual leave entitlement by the due date and shall not carry over more than two weeks entitlement into the next year without mutual agreement with their employer. (i.e. leave earned in one year is to be taken no later than the end of the following year unless agreement has been reached to carry over the leave as outlined above).
- (e) Annual leave may be taken in advance by agreement with the employer and will be available to employees in their first 12 months of service. Such agreement shall not be unreasonably withheld. The parties agree that any such holiday pay paid in advance may be deducted from an employee's final pay if she/he leaves the service before the leave has lawfully been accrued.

- (f) Annual leave shall be taken at times mutually agreed between the employee and the employer. The employee is required to give reasonable notice of any application of leave. In the event that the parties are unable to reach agreement as to the timing of annual leave, the employer may require the employee to take annual leave by giving 28 days written notice.
- (g) Employers will provide written receipt of request for annual leave immediately if practicable.

21. FAMILY VIOLENCE LEAVE

- (a) After 6 months' employment employees are entitled to 10 days family violence leave for each subsequent 12 month period. Employees are entitled to use this leave if they are affected by family violence as defined in the Holidays Act 2003.

22. TANGIHANGA/BEREAVEMENT LEAVE

- (a) The following provisions are inclusive of any provisions of the Holiday Act 2003 and any of its amendments.
- (b) The employee is entitled, after 6 months employment, to paid bereavement leave of up to three days in relation to the death of their parent, grandparent, sibling, child, grandchild, spouse, or parent of their spouse, or due to the end of an employee's pregnancy by way of a miscarriage or still-birth or for any other reasons provided for in the Holidays Act 2003.
- (c) The employee is entitled to one days paid bereavement leave if the employer considers the employee has suffered a bereavement through the death of another person.
- (d) There is no accumulation of bereavement leave nor can it be exchanged for cash or form any part of a final payment upon termination.
- (e) Payment of bereavement leave will be at relevant daily pay (i.e., pay the employee would ordinarily have received if the employee had been at work on that day).
- (f) The employee must inform the employer as early as possible and no later than immediately prior to the employee's due start time should the employee not be able to attend work due to a bereavement.
- (g) If the employee suffers a bereavement immediately prior to any annual holidays or during any annual holiday period, the period of the bereavement will be recorded as bereavement leave and the employee's annual holiday entitlement will be correspondingly altered.
- (h) Proof of bereavement may be required by the employer.

23. PARENTAL LEAVE

- (a) Provisions of the Parental Leave and Employment Protection Act 1987 shall be extended to all employees.
- (b) Employees shall be entitled, by agreement with their manager, to take reasonable time off work to attend ante natal appointments to do with their pregnancy providing the timing is agreed with the manager in advance and it is not for more than two hours for any single appointment.

- (c) Where an employee is granted parental leave under the above Act and assumes primary care of the child(ren) the employee shall be paid by the employer for a period of up to 6 (six) weeks, beginning at the start of the leave period. Upon return to work and after 6 months of continual employment the employer will make a payment equivalent to 2 (weeks) pay as a lump sum to the employee. The lump sum is based on the employee's agreed contracted hours at the completion of this 6 month continual employment after returning from parental leave.

24. JURY SERVICE LEAVE

- (a) An employee required for Jury Service during working hours will be paid provided any juror's fees paid are forwarded to the employer.

25. SPECIAL or EXTENDED LEAVE

- (a) Special or extended leave may be granted by the employee's manager in exceptional circumstances and in response to demonstrated special need which falls outside of other leave categories or entitlements. Such leave may be paid or unpaid as agreed, and the reasons for its approval will be clearly documented in personnel/payroll records

26. STUDY LEAVE/TRAINING

- (a) Up to 40 hours leave per calendar year may be granted by the employer for an employee to continue and/or complete training. This must be negotiated and may be granted with or without pay at the employer's discretion. Reasonable fees and/or reasonable travel expenses may also be considered for payment by the employer on application. This entitlement is over and above core training that is crucial to an employee's role in their context, as detailed under the employer's Ora Toa Quality Assurance Policies and Procedures.
- (b) Employees are encouraged to be fully informed and practiced in developments within their profession or occupation.
- (c) Employees may use study leave to complete the Professional Development and Recognition Programme (PDRP). Should their allocation of study leave have been exhausted they may reach agreement with their manager to extend their study leave for this purpose.
- (d) Nurse practitioners are entitled to a maximum of \$3,500 per calendar year prorated in accordance with contracted hours for professional development activities. Specific professional development activities must be discussed and approved by the employee's Manager prior to booking activities or incurring expenses.

27. NOTIFICATION OF ALL ABSENCES

- (a) All absences for any reason whatsoever must be notified to the employer as early as possible and not later than the employee's normal start time on each day of absence. Payment is not made for absences unless it is specified in this agreement.

28. KIWI SAVER

- (a) The employer will make compulsory contributions to an eligible employee's Kiwi Saver scheme as required, currently at a rate of 3% on top of their salary or wage. The employee must decide how much their own contributions will be (3%, 4%, 6%, 8% or 10%) and the employer will deduct this from their pay. If the employee does not specify this, the default rate is 3%.



- (b) The employee and employer agree that all employer superannuation contributions will be treated as salary/wages and taxed via PAYE. The employee can cancel this arrangement in writing at any time.
- (c) The employee can opt out of Kiwi Saver between 14 and 56 days after their first day of employment.

29. PROFESSIONAL SUPERVISION

- (a) The parties recognise the importance to the employer's health service and employee development of encouraging and making budgetary annual provision for external professional supervision of employees. In the first instance employees shall seek professional supervision from their manager or someone identified by their manager as being appropriate to undertake that professional supervision for the employee.

30. SICK LEAVE

- (a) employees are entitled to 10 (ten) days paid sick leave per year in accordance with the Holidays Act 2003, and this leave shall be available from the commencement of employment and may be accumulated up to a maximum of 50 days. Sick leave may be used for sickness or injury, or where a employee is needed to care for a sick family member or close friend.
- (b) A medical certificate will normally be required for sick leave of 3 days or more. A certificate may be required in other circumstances. This requirement will not be exercised unreasonably. Where the employee takes sick leave, and the employer has reasonable cause to suspect that the leave is not genuine, the employer shall be entitled to require the employee to provide proof of entitlement to sick leave within the three consecutive calendar days, at the employer's cost. The employer will inform the employee as early as possible that such proof will be required.
- (c) Where an employee has suffered an accident and is subject to a stand down period or whose earnings related compensation doesn't equate to 100% of wages/salary they may use outstanding sick leave entitlement to bring their earnings up to that level.
- (d) Extra paid sick leave may be granted at the discretion of the Manager. Special consideration will be given where an infectious disease is contracted at work which involves isolation from work or inability to work not covered by ACC leave. Consent shall not be unreasonably withheld.
- (e) Where a employee falls sick during a period of annual leave the period of the illness may be debited against sick leave and their annual leave entitlement will be correspondingly increased.

31. ANNUAL CLOSEDOWN

- (a) If applicable the employee must take annual leave when the business customarily shuts Christmas and New Year each year. The employer will give at least 14 days' notice of the closedown dates. If the employee does not have enough annual leave to cover this period, the employer will consult with the employee on how to handle the time off. This may include the employee taking unpaid leave or annual leave in advance.
- (b) If the employee has worked for less than a year by the time of the closedown, they will be paid 8% of their gross earnings up to the start of the closedown and will not receive any annual leave for the period up to the closedown.

32. TERMINATION AND NOTICE

- (a) Four weeks notice of termination shall be given by all employees or the employer however this shall not prevent agreement by the parties to a shorter period of notice.
- (b) Upon termination of employment the employer shall furnish a signed letter setting out the nature and period of the employee's employment.
- (c) In the unlikely event of the employer's contract funding for its health services ceasing the employer may terminate this Agreement due to the cessation of funding for the Contractor the employee is employed under. The employee agrees that this may be earlier than any fixed term end date or reason and no pay or compensation is due to the employee for the fixed term period not worked. The employer will provide four weeks' notice in writing to the employee. The employer may, at its discretion, pay remuneration in lieu of some or all of this notice period. Before the employer terminates this Agreement for cessation of contract funding the employer undertakes to engage in full and early consultation with affected employees.

33. REDUNDANCY AND RESTRUCTURING

- (a) The parties recognise the serious consequences of loss of employment. The employer undertakes to engage in full and early consultation with affected employees before any restructuring takes place. The purpose of this consultation is to explore alternatives and minimise the adverse affects, if any, on employees.
- (b) Consultation involves 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. Consultation clearly requires more than prior notification.
- (c) The requirement for consultation should not be treated perfunctorily or as a mere formality. The person(s) to be consulted must be given sufficient opportunity to express their view or to point to difficulties or problems.
- (d) If changes are proposed and such changes need to be preceded by consultation, the changes must not be made until after the necessary consultation has taken place. Both parties should keep open minds during consultation and be ready to change. Sufficiently precise information must be given to enable the person(s) being consulted to state a view, together with a reasonable opportunity to do so – either orally or in writing.
- (e) Consultation requires neither agreement nor consensus, but the parties accept that consensus in a desirable outcome.
- (f) The consultation process will give employees affected, or likely to be affected, by any significant change to staffing, structures or work practices and the union delegates, the opportunity to put forward their views on any proposals or options developed for change prior to any final decision being made.
- (g) The process shall be as follows:
 - (i) 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.
 - (ii) Sufficient information must be provided by the employer to enable the party/parties consulted to develop an informed response

- (iii) Sufficient time must be allowed for the consulted party/parties to assess the information and make such a response, subject to the overall time constraints within which the decision needs to be made
 - (iv) Genuine consideration must be given by the employer to the matters raised in the response
 - (v) The final decision shall be the responsibility of the employer
- (h) The employer shall provide the employee and the union with not less than three months notice of any impending redundancy and every endeavour shall be made to enable mutually agreed redeployment.
 - (i) The employee shall be entitled to reasonable paid time off to attend interviews and seek alternative employment without loss of pay.
 - (j) The employee made redundant shall be provided with a certificate of service stating that employment was terminated as a result of redundancy.
 - (k) If a future employment position with the employer becomes available during the 24 month period immediately following an employee's redundancy which is substantially similar to the position that the employee held prior to their redundancy that employee shall have the first option for reemployment to that position.
 - (l) The parties recognise that in the event of total closure of a service there will be financial constraints and difficulties on the employer but in that situation reasonable endeavours shall be made to meet the above. Transfer of Ownership shall be dealt with under Clause 34 of this Agreement.

34. TRANSFER OF OWNERSHIP

Where employment is being terminated by reason of the sale or transfer of the whole or part of the employer's business, nothing in this agreement shall require the employer to pay compensation for redundancy if:

- (a) The person acquiring the business or the part being sold or transferred:
 - (i) has offered employment in the business or the part being sold or transferred; and
 - (ii) has agreed to treat service with the employer as if it were service with that person; and
 - (iii) as if it were continuous; and
- (b) The conditions of employment offered by the person acquiring the business or part of the business being sold or transferred are no less favourable than conditions of employment including:
 - (i) any service related conditions; and
 - (ii) any conditions relating to redundancy; and
 - (iii) any conditions relating to superannuation under the employment being terminated; and
- (c) The offer of employment by the person acquiring the business or part of the business being sold or transferred is an offer to employ in the business or part of the business either;

- (i) in the same or similar capacity as that in which the employee was employed by the employer or
- (ii) in any capacity that you are willing to accept.

Where the person acquiring the business does not offer employment on the basis of (a), (b) and (c) above employees will have full access to the staff surplus provisions.

35. EMPLOYMENT PROTECTION PROVISION

- (a) If the employer proposes to restructure (as defined in section 690I of the Employment Relations Act), and the proposal may result in an employee's work being performed for a new employer, the employer will as soon as is reasonably practicable, taking into account the commercial and confidentiality requirements of the business:
 - (i) endeavour to arrange a meeting or meetings (if required) with the new employer before the business is transferred to the new employer. In attendance at the meeting(s) will be the employer's representatives and representatives of the new employer.
 - (ii) advise the employee of such meeting(s), the intended agendas and the attendees before any meeting with the new employer.
- (b) The purpose of the meeting(s) will be to discuss and negotiate with the new employer as to whether the employee may:
 - (i) transfer to the new employer on the terms and conditions of employment set out in this agreement; or
 - (ii) transfer to the new employer on different terms and conditions of employment; or
 - (iii) not transfer to the new employer.
- (c) The employer will meet with the employee and the employee's representative after the meeting(s) with the new employer to:
 - (i) convey the outcome of the negotiation and decision outlined in above; and
 - (ii) outline the employee's entitlements (if any) if the employee does not transfer to the new employer.
- (d) For employees whose work is covered by Schedule 1A of the Employment Relations Act 2000 their employee protection provisions are set out in subpart 1 of Part 6A of the Employment Relations Act.

36. FORCE MAJEURE

- (a) In the event that the employee is unable to attend work or that the employer is unable to fully open for business due to unforeseen circumstances (i.e. fire, snow, flood, pandemic, earthquake or other Act of God) then the employee may be required to work from another location.

37. SEXUAL HARASSMENT

- (a) The parties to this agreement agree that sexual harassment is totally unacceptable and shall be dealt with under the Personal Grievance procedure of the Employment Relations Act 2000, or the Human Rights Act 1993.
- (b) Sexual harassment includes the bringing of pornographic material onto the premises. employees are encouraged to report any instance of sexual harassment to management who will investigate promptly and endeavour to settle the matter rapidly.

38. UNION RIGHTS

- (a) The employer acknowledges and encourages the right of employees to be members of and represented by the union and will recognise and deal with representatives chosen by the employees.

(b) Union fees

If requested and authorised by an employee in writing the employer will deduct union fees from the wages of that employee union (including during periods of time off work on paid leave) and shall remit such monies to the union at agreed intervals that shall be no greater than monthly.

The monies will be paid by direct credit to the union's bank account, with an identifying reference. The employer shall simultaneously forward to the union via e-mail where possible or by post a schedule detailing the name (and address if possible) of the employee, value of deduction, the employee's payroll number, the date of termination of any employee who has left, and details of the period covered by the remittance.

(c) Stop-work Meetings

An employee may attend union stop-work meetings on pay for four hours in each calendar year subject to the following provisions:

- (i) At least two weeks notice of the intention to hold such a meeting shall be communicated by the secretary or authorised officer of the union in writing to the employer;
 - (i) Absence for attendance at such meetings by employees shall not exceed two hours on each occasion;
 - (iii) The employer shall be entitled to make a rateable deduction from weekly wages for all time lost in excess of two hours of employees attending the two specified stop-work meetings.
- (d) Authorised union representatives shall be entitled to enter the employer's workplace at reasonable times, in a reasonable way and in compliance with health and safety requirements, for purposes related to the employment of its members and /or the union's business.

When union representatives want to enter the workplace they will advise the employer's manager in advance of that visit.

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

- (e) Employees' delegates shall be entitled to up to 4 days paid leave per year to attend training courses run by the union, provided the union gives 3 weeks' notice to the employer. This leave is inclusive of that allowed under the Employment Relations Act 2000.

(f) **Staff Lists**

Upon request from the union at not more than three-monthly intervals, the employer shall supply a list of employees' names and, job titles of those employees who are covered by this agreement and who pay their fees through payroll deduction.

(g) **Union Delegates**

employees who are union delegates shall be recognised following notification of their election in writing from the respective union. Union delegates shall be allowed reasonable time during working hours to carry out their role which may include off-site meetings with other delegates or union organisers by agreement with the employer.

(h) **Renewal of the Agreement**

An agreed number of employees who are union delegates shall be allowed leave on full pay to attend the negotiations for the renewal of this Agreement.

39. STAFF COMMUNICATION

- (a) Good communications between all employees is essential for the smooth, efficient running of each the employer's health service.
- (b) All employees are expected to attend regular staff meetings as organised by each service within ordinary working hours.
- (c) employees can expect to have the opportunity to participate in meetings and have their opinions recognised.
- (d) Each employee is required to recognise the value of the work of others and their combined contribution to the service.
- (e) All employees can expect to be regarded as equals and are required to afford the same courtesy to others.

40. EMPLOYER UNDERTAKINGS

- (a) The employer shall at all times treat the employees with fairness and consideration, and make every effort to maintain a safe, healthy and pleasant workplace.
- (b) The employer shall make every effort to resolve amicably any disputes or any issues raised by or with the employees.

41. HEALTH AND SAFETY

- (a) The parties shall take reasonable steps to ensure adequate health and safety in the workplace as specified in the Health and Safety at Work Act 2015. All services party to this Agreement shall have a Health and Safety employee Participation Agreement signed off with the union

party to this Agreement which shall provide for the at least one elected health and safety delegate per service (see Schedule 2).

(b) Personal Protective Equipment

The work being done by the employee may involve risks to their health and safety from time to time for which personal protective equipment (PPE) must be used or worn.

The employer will provide suitable PPE, as well as training and information about how it must be used or worn, where it is stored, and how it is maintained.

If the employer agrees in advance, the employee can choose to provide their own PPE at the employer's cost for genuine reasons of comfort and convenience. The employer must be satisfied that this PPE is suitable and:

- The employee must follow any conditions about its use laid down by the employer.
- The employer will provide training and information about how and when PPE must be used or worn, where it is stored and how it is maintained.
- The employee may, at any time, tell the employer they no longer wish to provide their own PPE — and the employer will provide it instead.

The employee must take all reasonable care at all times when dealing with risks. They must use or wear PPE when appropriate. At all times, the employee must follow the employer's health and safety policies and use safe and appropriate practices.

Failure to use or wear PPE as instructed may be considered serious misconduct.

(c) Drug & Alcohol Testing

To make sure the work environment is safe and healthy, the employer may carry out drug and alcohol testing in the following situations:

- At random if the employee works in a safety-sensitive area or role.
- After an incident or near miss in which someone was or could have been injured.
- If the employer believes a reasonable cause exists, e.g., if an employee's actions, appearance, or behaviour suggest they may be under the influence of alcohol or drugs.

A reliable external agency will carry out the testing.

The employee agrees to:

- Not be impaired or potentially impaired by drugs or alcohol when at work, travelling for work or representing the employer
- Be tested for drugs or alcohol if asked
- Follow the testing procedures and not tamper with, or try to tamper with, the test or its results
- Agree to the results being given to the employer.

If the employee does not meet any of these requirements, this might be considered serious misconduct.

(d) Medical Examination

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

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

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

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

(e) Vulnerable People

Where the employee will be working with vulnerable people (e.g., children and the elderly), the employee agrees that they will participate in any checks as required by law relating to these vulnerable people (i.e., the Vulnerable Children's Regulations). This includes but is not limited to regular qualification checks and Police Vetting.

The employee agrees to advise the employer immediately if there is any matter that may cause concern for the employer with regard to working with vulnerable people.

(f) Vaccinations

Any appropriate vaccinations including against Covid-19, Hepatitis B and seasonal influenza shall be provided free upon request.

All employees will be offered appropriate screening for TB.

(g) VDU and hearing Test

Employees who regularly work with VDUs will receive on request to their manager an eye test undertaken annually at no cost to them by an optometrist.

Employees are also entitled to access one free hearing test per year.

(h) Security

All employment premises shall be safe and secure, and all reasonable safety precautions including training shall be undertaken by the service to ensure the safety of employees while working on or off the premises

(i) Medical treatment

The employer will ensure that any employees injured while travelling during their employment will be covered for medical treatment and loss of earnings as if it was a normal workplace accident.

42. HEALTHY WORKPLACES

- (a)** The parties to this collective agreement agree that all employees should have a healthy workplace. The parties support a workplace culture with a collective responsibility for ensuring an appropriate balance between safe quality care, a safe quality work environment, patient or client access, and business sustainability.

43. RIGHTS OF CLINICAL PRACTICE, CONFLICT OF INTEREST AND RESTRAINT OF TRADE

- (a) The employer recognises the right of employees to engage in other clinical practice but not in such a way that would give rise to a conflict of interest.
- (b) employees exercising this right shall not knowingly allow it to affect adversely the performance of their contractual obligations with the employer.
- (c) employees shall advise the employer of either their intention to commence, or that they are already undertaking, other clinical practice elsewhere
- (d) The parties accept that in the absence of their reaching an agreement in respect of any possible conflict of interest, legal remedies are available to them, including the option of termination of employment.

44. USE OF INTERNET, SOCIAL MEDIA, AND EMAIL

- (a) The employee will have access to email and the Internet in the course of their employment. The employee shall ensure that at all times their use of the email and Internet facilities at work meets the ethical and social standards of the workplace. Whilst a reasonable level of personal use is acceptable to the employer, this must not interfere with the employee's employment duties or obligations and must not be illegal or contrary to the interests of the employer. The employee shall also comply with all email, social media and Internet policies issued by the employer from time to time.

45. PRIVACY OBLIGATIONS

- (a) The employer and the employee shall comply with the obligations set out in the Privacy Act 2020 and Health Information Privacy Code 2020. The employee must not breach the privacy of any customer or client in the course of their employment.

46. SEVERABILITY

- (a) The various provisions of this agreement are severable and if any provision is held to be invalid or unenforceable by any court of competent jurisdiction, then such invalidity or unenforceability shall not affect the remaining provisions of this agreement.

47. JOINT CONSULTATION MEETINGS

- (a) Representatives of the employer, the Union advocate and two employees who are members of the Union and covered by this Agreement will meet twice per year to consider matters of mutual interest, exchange issues and discuss and/or share information relevant to the terms and conditions of this Agreement and the employment of Union members.

48. EMPLOYEE HEALTH AND SAFETY REPRESENTATIVES

- (a) **Election of employee Health and Safety Representatives**

When the position of health and safety representative becomes vacant another election shall be held for that representative vacancy.

- (b) **Health and Safety Representative Training**

Each elected H&S representative will be required to attend an ACC/CTU Stage 1 Health and Safety workshop. If there is no CTU workshop available then the training will be carried out in



a workshop agreed to between the representative and their manager. The training will take place within 6 months of the election of the reps.

Each elected health and safety representative is entitled to two days paid leave per year to attend a training course (section 19G of the HSE Act). At least 14 days notice must be given to the employer of the leave required to attend the training, and taking the leave should not be unduly disruptive to the employer's business.

(c) Role and functions of Health and Safety Representative

- (i) To foster positive health and safety management practices and relationships in the place of work.
 - (ii) Promote a safety culture in the workplace – lead by example by running wellness initiatives and injury prevention initiatives.
 - (iii) To promote and represent those employees who have been harmed at work, including arrangements for rehabilitation and return to work.
 - (iv) Provide a voice for employee's concerns on health and safety matters and encourage and support the reporting of incidents.
 - (v) To identify and bring to the employer's attention hazards in the place of work and discuss with the employer ways that the hazards may be dealt with.
 - (vi) Support the elimination of unsafe work practices.
 - (vii) Take part in any health and safety committee meetings (where they exist) and report back to employees.
- (d) Health and Safety representatives are to be advised of any health and safety related issue, initiative or concern amongst the employees that they represent.
- (e) Health and safety representatives are to be advised of any inspection, visit or audit undertaken in relation to health and safety and given an opportunity to meet with the person undertaking the inspection, visit or audit.
- (f) The employer's manager will actively support the health and safety representative including ensuring s/he has sufficient time and resources to undertake the role effectively.

49. TERM OF THE AGREEMENT

This Agreement shall take effect on 2 March 2024 and shall continue until 1 March 2025

50. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

- (a) Sometimes a problem can arise in the employment relationship. employees are encouraged to seek to resolve problems with the person concerned or raise it with their manager. An explanation of how to address an employment relationship problem is set out in this section.

What is an employment relationship problem?

- (b) It is a problem that arises in the employment relationship and it can include a personal grievance or a dispute about the meaning or application of this Agreement.

Personal Grievance

- (c) A personal grievance may arise where an employee believes they have been unfairly treated or unjustifiably dismissed.



- (d) If the employment relationship problem is a personal grievance then the employee must notify the employer within 90 days (or 12 months in the case of sexual harassment) from the date when the alleged action giving rise to the grievance occurred or when it first came to the employee's notice, whichever is the later date.

Resolving an employment relationship problem

- (e) In the event that an employee has a problem at work of any type, they are encouraged to discuss this first with their manager or with Human Resources. In an effort to resolve a problem the employee has the opportunity to have a support person or representative assist them throughout the process.
- (f) Where the employment relationship problem is a personal grievance involving allegations of misconduct by another employee, discrimination, sexual or racial harassment or duress in relation to membership of a union, then the employer may carry out an investigation before taking any action or proposing any solution in response to the problem.
- (g) If the employee or the employer consider that the problem has not been resolved within a reasonable time then either party may refer the matter to the Ministry of Business Innovation and Employment for mediation. If mediation leaves matters unresolved then either party has the right to apply to the Employment Relations Authority to investigate and make a decision.
- (h) In the event that the employee is dismissed, the employee may ask the employer for a written reason for the dismissal within 60 days after the dismissal or after the date the employee became aware of it. The employer is then required to provide this within 14 days of being asked.

Services available for Resolution of Employment Relationship Problems

- (i) The Ministry of Business Innovation and Employment provides services to assist in resolving employment relationship problems and information is available at their website <http://www.dol.govt.nz/er/>. The services it provides are:
- Information about employment rights and obligations. This service is free and is available by contacting an office of the Ministry of Business Innovation and Employment or by phoning toll free 0800 20 90 20. The Ministry of Business Innovation and Employment, Employment Relations Service internet address is <https://www.employment.govt.nz/>
 - An independent, confidential and free Mediation Service. If a settlement is reached in mediation, it is final which means that neither party can take the matter any further.
 - Either party has the right to apply to the Employment Relations Authority to investigate and determine any unresolved employment problems.

SIGNATORY PARTIES

DATE 28 May 2024

EMPLOYER

Te Rūnanga o Toa Rangatira Inc	 Jennie Smeaton (May 30, 2024 08:54 GMT+12)
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UNION PARTY

New Zealand Nurses Organisation	
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