

SINGLE-EMPLOYER COLLECTIVE AGREEMENT

Between



www.nzno.org.nz

0800 28 38 48

and

TE OMANGA HOSPICE TRUST



1 September 2021 – 30 August 2024

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Hospice NZNO Single-Employer Collective Agreement

1.0 Parties

In accordance with the Employment Relations Act 2000 this collective agreement is made:

BETWEEN:

Te Omanga Hospice
(The “Employer”)

AND

The New Zealand Nurses Organisation (NZNO)
(The “Union”)

2.0 Coverage and Application

2.1 This is a single employer collective agreement (SECA) that is made pursuant to the Employment Relations Act 2000.

2.2 This SECA shall apply to all employees who are members of NZNO and who are employed by the Employer party to this SECA in the following positions undertaking designated nursing duties:

- Registered Nurse
- Palliative Care Assistant (Healthcare Assistant)
- Designated Senior Nurses
- Nurse Practitioner

2.3 This agreement does not cover employees in the following positions:

- NZNO members employed in the role of Director of Nursing & Clinical Support Services
- (Or other nursing positions which report directly to the CEO). These roles shall be offered conditions in their Individual Employment agreement (IEA) that are no less favourable overall.

2.3.1 The parties agree that any employee whose work is covered by the coverage clause of this agreement (Clause 2.1) who is engaged by the employer and is a member of NZNO shall be entitled to all benefits, and be bound by all of the obligations under this agreement.

- 2.3.2 The employer shall follow the requirements of the Employment Relations Act with regard to new employees. The Employer shall advise new employees it is a party to this single employer collective agreement and not a party to the NZNO Hospice MECA, that they are able to join NZNO and be covered and they will be provided with a copy of the current SECA.
- 2.4 **Impact on Individual Employment Agreements:** Where an employee on an individual employment agreement elects to be bound by this SECA, their previous terms and conditions of employment shall no longer apply unless otherwise agreed between that employee and the employer.
- 2.5 **Savings:** Nothing in this SECA shall operate as to reduce the ordinary (T1) wage rate applying to any employee at the date of this SECA coming into force unless specifically agreed between the parties during the negotiations.
- 2.6 **Non-Waiver Understanding:** Failure by either party to enforce any right or obligation with respect to any matter arising in connection with this agreement shall not constitute a waiver as to that matter, or any other matter, either then or in the future.
- 2.7 The employer undertakes not to reduce nursing or other employee numbers solely on the basis of the additional costs of employing staff under this agreement.

3.0 Term

This collective agreement will come into force on **1st September 2021** and expire on **31st August 2024**

3.1 Variation to this SECA

- 3.1.1 The parties to this SECA, may at any time while the agreement remains in force, agree in writing to the variation of any or all of its provisions. Any such variation shall require agreement between the employer and 50% +1 of the occupational classification of the employees concerned and this variation shall be recorded in writing and attached to this agreement.

3.2 New Employees

- 3.2.1 The parties agree that any employee whose work is covered by the coverage clause of this agreement (clause 2.2 above), who is engaged by the employer between the date this agreement comes into effect and the expiry date shall be offered information about this agreement and provided with a copy of the agreement. The new employee shall from the date of becoming a union member, be entitled to all benefits, and be bound by all the obligations, under this agreement. Further to this, the provisions of the Employment Relations Act 2000 shall apply.

- 3.2.2 All new employees who fall within the coverage of this collective agreement will be offered this agreement for the first 30 days of employment. The employer shall advise new employees that they are able to join NZNO and be covered by this agreement beyond the 30 days.

4.0 Good Faith

- 4.1 The parties and the employees covered by this agreement agree to meet their good faith obligations and agree that in their dealings with each other they will be:

- a. Active and constructive
- b. Responsive and communicative; and
- c. Will do nothing that could mislead or deceive or that is likely to mislead or deceive the other.

- 4.2 Good faith requires the parties and covered employees to:

- a. act honestly, openly and without hidden motives
- b. raise issues in a fair and timely way
- c. work constructively and positively together
- d. give each other relevant information ahead of when it is needed and as soon as possible, all information given should be carefully considered
- e. be honest with each other
- f. raise concerns or issues as soon as possible and respond to these quickly
- g. keep an open mind, listen to each other and be prepared to change opinion about a particular situation or behaviour.
- h. treat each other with respect.

5.0 Definitions

- 5.1 **“Casual employee”** means an employee who has no set hours or days of work and who is normally asked to work as and when required. Casual employees cannot be used to replace genuine permanent or temporary situations except to meet business requirements where no other alternative is possible.

- 5.1.1 Each period of engagement undertaken by a casual employee is a standalone employment arrangement and the employment shall be at an end at the completion of the work required.

- 5.1.2 Nothing in this agreement, either expressly or implied, requires the employer to offer any employment to any casual employee, notwithstanding that the employee may be recognised on any list maintained by the employer to assist in obtaining casual staff.

- 5.1.3 Notwithstanding anything contained elsewhere in this agreement, a casual employee's engagement on more than one occasion, or retention on any list maintained by the employer, shall not entitle that employee to any service-related benefit contained in this agreement.
- 5.2 **"Call back"** is defined as a call back to the inpatient unit and will be paid at the ordinary rate with a minimum payment of three hours. Except that if an employee is called back within 9 hours of having completed a shift, they will be paid at overtime rates for minimum of three hours.
- 5.3 **"Call out"** is defined as an employee who is on call, being called out to a patient in the community. In these circumstances the employee shall be paid a minimum of three hours, or for actual working and travel time whichever is greater, at overtime rate
- 5.3.1 or If the employee has worked in excess of eight hours or the rostered Shift whichever is the greater, is called out to a patient in the community, they will be paid at the overtime rate as per clause 11.1.2 for the period they are called-out.
- 5.4 **"Designated Senior Nurse"** Is defined as a registered nurse who is appointed by the employer into a senior role and is paid on the senior nurse scale
- 5.5 **"Employee"** means any person employed by the employer and whose position is covered by this collective agreement.
- 5.6 **"Fixed Term Employee"** means an employee who is employed for a specified limited term for a specified project, situation or event, or, for example, to replace an employee on parental leave or long-term accident or sickness. There is no expectation of ongoing employment. Temporary agreements must not be used to deny staff security of employment.
- 5.7 **"Full time employee"** means an employee who works not less than the "ordinary" or "normal" hours set out under "hours of work" in this collective agreement.
- 5.8 **"Higher Duties"** is an allowance that shall be paid to an employee who, at the request of the employer is substantially performing the duties and carrying out the responsibilities of a position or grade higher than the employee's own.
- 5.9 **"Night Shift"** means any Shift in which part of the Shift is worked between midnight and 6:00am on any day of the week.
- 5.10 **"Nurse"** and **"nursing staff"** includes all employees covered by this collective agreement who:
- a. are qualified for registration under the Health Practitioners' Competence Assurance Act 2003 and its successors as comprehensive, psychiatric, psychopaedic, general and/or obstetric nurses, or midwives; or
 - b. are qualified for enrolment in terms of the Health Practitioners' Competence Assurance Act 2003 and its successors as enrolled nurses; or

- c. are undergoing a course of training prescribed by the registration body (Nursing Council) with a view to registration as aforesaid; or employed as Nurse Aides; or Health Care Assistants.
- 5.11 T1 refers to the ordinary hourly rate of pay; T1.5 refers to one and a half times the ordinary hourly rate of pay; and T2 refers to double the ordinary hourly rate of pay.
- 5.12 **“Palliative Care Assistant”** means an employee who is an auxiliary to the nursing team and is able to perform tasks in their position description relating to patient care and who works under the direction of a registered nurse. This is the same as a Healthcare Assistant but recognises the title used by Te Omanga Hospice.
- 5.13 **“Part-time employee”** means an employee, other than a casual employee, who is employed on a permanent basis but works less than the ordinary or normal hours prescribed in this SECA. Any wages and benefits e.g. leave will be pro rata according to the hours worked unless specifically stated otherwise in this SECA.
- 5.14 **“Registered Nurse”** means a person as defined by the Health Practitioners’ Competence Assurance Act 2003 as a Registered Nurse.
- 5.15 **“Service”** means current continuous service with the employer, except where otherwise defined in the applicable clause. As of the commencement of this agreement service shall be deemed not to be broken by an absence of less than 12 months.
- 5.16 **“Shift”** means a single, continuous period of work required to be given by an employee, excluding on-call and call-back. A shift shall be defined by a starting and finishing time. Duties shall be morning (AM), afternoon (PM) duties or night duties.
- 5.17 **“Special Duties”** an allowance shall be paid to an employee who, at the request of the employer undertakes additional role specific duties including, but not limited to team coordination, shift coordination, education, infection control, quality, health and safety.
- 5.18 **“Week”** is defined as midnight Sunday/Monday to midnight Sunday/Monday, for the purpose of calculating the pay week and “fortnight” has a corresponding meaning involving two successive weeks.

6.0 Hours of Work

- 6.1 The parties acknowledge the Employment Relations (Flexible Working Arrangements) Amendment Act 2007 and its provisions.
- 6.2 In designing and implementing shift rosters to meet service needs, the employer shall ensure the disruption, personal health effects and fatigue associated with shift work are minimised for the group of workers involved.
- 6.3 The ordinary working hours of an employee employed full-time shall be 80 per fortnight.

- 6.4 Employees will normally work eight hours a day/shift in duration, however shift hours may vary by mutual agreement between the employer and the employee, and may work shifts of less than 8 hours.
- 6.5 The pay period shall commence at the beginning of the Sunday/Monday night shift. When a major part of a shift falls on a particular day the whole shift shall be regarded as being worked on that day.
- 6.6 Custom and practice shall apply where the Sunday night shift at the end of a pay period is paid as a full shift of 8 hours, despite 7 hours being worked on the first day of the following pay period
- 6.7 Rosters will be published not less than 28 days prior to the commencement of the roster, provided that less notice may be given in exceptional circumstances. Rosters posted will show duties for a minimum 28-day period. Changes in rosters, once posted, shall be by mutual agreement.
 - 6.7.1 Every employee shall have two periods of at least 24 hours off duty each week and except in the case of emergencies or by agreement, these shall be consecutive.
 - 6.7.2 Except in an emergency, no employee shall work more than seven consecutive eight-hour duties.
- 6.8 Minimum break between spells of shift:
 - 6.8.1 Except in an emergency, a break of at least nine continuous hours must be provided between any two periods of Shift of a full shift or more. *Note: if the employee requests a lesser break overtime payments will not apply.*
- 6.9 Notwithstanding the foregoing conditions staff may be permitted to change shifts one with another by mutual arrangement and with the prior approval of the manager. Overtime or other penalty provisions shall not apply in these instances.
- 6.10 Except in an emergency, an employee changing duties on consecutive days shall be rostered off for a minimum of nine consecutive hours.
- 6.11 Duties, once commenced, shall be continuous unless otherwise agreed between the employer, NZNO and the employee.
- 6.12 Employees of .8FTE or greater will not be required to change between day and night duties more than once in any fortnight.
- 6.13 Additional Provisions for Employees working Alternative Rosters

- 6.13.1 In specific instances, i.e. shifts of longer or variable lengths, the ordinary hours for a full-time employee are able to be averaged over a roster cycle of greater than one fortnight e.g.: an employee who works 10-hour shifts may work 120 hours over a three-week roster and be considered to be fulltime. No employee shall be required to work more than a 10-hour rostered shift.
- 6.13.2 Alternative hours of work may be implemented by agreement between the employer, the employees directly affected and the NZNO. Such agreement shall be in writing and signed by the representatives of the parties
- 6.13.3 Every employee shall have at least two consecutive 24 hour periods off Shift each week. No employee working 10 hours per rostered shift shall work more than five consecutive duties. Where five consecutive 10 hour duties are worked the employee must then have a minimum of three consecutive 24 hour periods off Shift.
- 6.13.4 Minimum breaks between duties: No 10-hour roster shall contain breaks between duties of less than nine consecutive hours. If the actual breaks are not achieved, then the payment provisions of the overtime clause 8.0 shall apply. Note: if the employee requests a lesser break the overtime payments will not apply.

6.14 Overtime

- 6.14.1 Overtime is time worked in excess of eight hours per day or the rostered Shift whichever is greater, or 80 hours per two-week period, when such work has been authorised in advance.
 - 6.14.2 Overtime worked on any day shall be paid at one-and one-half times the normal hourly rate of pay (T1.5) for the first 3 hours and double time (T2.0) thereafter.
 - 6.14.3 No employee shall be required to work for more than 12 consecutive hours where their normal shift is of 8 hours' duration unless by mutual agreement between the Nurse Manager (or delegate) and employee.
 - 6.14.4 The above conditions regarding overtime are not applicable to Designated Senior Nurses as their hours of work should not incur overtime, flexible working hours and time in lieu are available in agreement with the Director of Nursing and CE approval.
- 6.15 In the event there is a staffing shortage which cannot be alleviated, patient cares and/or the volume and range of services may be reduced in accordance with direction by the appropriate manager and organisational policies.
- 6.16 In addition, the following process shall apply:

When a nurse considers they have reached the limits of safe practice they will be supported to resolve the situation as follows in line with organisational policies and guidelines: -

- a. The Director of Nursing will be immediately informed of the situation by the nurse.
- b. The Nurse and the Director of Nursing will in good faith discuss the situation and endeavour to reach an agreed plan to resolve any potential issue around safe practice, before point (c) takes effect.
- c. The nurse will not be required to take additional workload until strategies have been implemented to address the immediate workload issues (eg: the redeployment of staff or patients) notwithstanding any immediate Shift of care requirements.
- d. EAP is accessible and details will be available to the nurse to access support if required

6.17 Rosters and caseloads will aim to ensure fairness and equity for the whole nursing team

6.18 The parties acknowledge the Employment Relations (Flexible Working Arrangements) Amendment Act 2007 and its provisions.

7.0 Meal and Rest Breaks

7.1 Except when required for urgent or emergency work and except as provided in 7.2 below, no employee shall be required to work for more than five hours continuously without being entitled to an unpaid meal break of not less than 30 minutes. There will be only one meal break of not less than half an hour during a 10 hour shift.

7.2 An employee unable to be relieved from work for a meal break shall be entitled to have a meal while on Shift and this period shall be regarded as working time. This is applicable to an employee working a night Shift who is unable to leave the inpatient unit.

7.3 Tea breaks of 10 minutes each for morning tea, afternoon tea or supper, and the equivalent breaks for night Shift where these occur during Shift, shall be recognised as time worked.

7.4 During the meal breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer.

8.0 Wages

8.1 All employees covered by this agreement shall be paid in accordance with the following scales and according to the role they have been employed to perform. Progression through the Step Scale to another level shall occur annually at anniversary date subject to satisfactory performance which will be assumed to be the case unless otherwise advised. This excludes senior positions and where exceptions are specified.

8.2 DESIGNATED SENIOR REGISTERED NURSES:

The table below shows the annual salary for a fulltime equivalent role (eg 80 hours per fortnight), the hourly rate is calculated using a divisor of 2080.

Role Note 1: (Examples Only)	Grade	From 1 September 2021	From 1 September 2022	From 1 September 2023
	Senior 1	\$88,984 \$90,009 \$91,034	\$91,387 \$92,440 \$93,492	\$94,129 \$95,213 \$96,297
Triage Nurse	Senior 2	\$90,436 \$91,461 \$92,486	\$92,878 \$93,930 \$94,983	\$95,664 \$96,748 \$97,832
Palliative Care Facilitator and Hospital CNS	Senior 3	\$91,109 \$92,134 \$93,159	\$93,569 \$94,622 \$95,674	\$96,376 \$97,460 \$98,545
Clinical Nurse Educator	Senior 4	\$91,378 \$92,403 \$93,428	\$93,845 \$94,898 \$95,950	\$96,660 \$97,745 \$98,829
ARC Team Leader	Senior 5	\$93,433 \$94,458 \$95,483	\$95,956 \$97,008 \$98,061	\$98,834 \$99,918 \$101,003
Education Coordinator	Senior 6	\$94,345 \$95,370 \$96,395	\$96,892 \$97,945 \$98,998	\$99,799 \$100,883 \$101,968
IPU/Community Manager	Senior 7	\$99,656 \$100,681 \$101,706	\$102,346 \$103,399 \$104,452	\$105,417 \$106,501 \$107,585
Nurse Practitioner	Senior 8	\$116,116 \$117,141 \$118,166	\$119,251 \$120,304 \$121,357	\$122,829 \$123,913 \$124,997

Note 1: Examples only on types of positions that may fall into each role. The parties agree that this may be subject to change by Te Omanga Hospice in consultation with NZNO.

Senior Nurse roles within Te Omanga are aligned to a grade on the scale. Movement between grades is role dependent and not by annual increment.

8.3 REGISTERED NURSES:

The tables below show the annual salary for a fulltime equivalent role (eg 80 hours per fortnight), the hourly rate is calculated using a divisor of 2086.

	From 1 September 2021	From 1 September 2022	From 1 September 2023
New Graduate/NetP	\$55,385	\$56,880	\$58,587
Step 2	\$59,953	\$61,572	\$63,419
Step 3	\$63,691	\$65,411	\$67,373
Step 4	\$67,293	\$69,110	\$71,184
Step 5	\$74,778	\$76,797	\$79,101
Step 6	\$77,010	\$79,090	\$81,462
Step 7	\$79,321	\$81,462	\$83,906
Step 8 from 1 September 2023			\$86,000

Steps 6,7 and 8 are subject to:

- a. Have and maintain the relevant PDRP level.
- b. Satisfactory performance (which will be assumed to be the case unless the employee is otherwise advised)
- c. Being on the previous Step for 12 months

8.4 PALLIATIVE CARE ASSISTANTS:

	From 1 September 2021	From 1 September 2022	From 1 September 2023
Step 1	\$42,763	\$43,918	\$45,235
Step 2	\$43,983	\$45,170	\$46,525
Step 3	\$46,923	\$48,190	\$49,636
Step 4	\$47,770	\$49,060	\$50,532
Step 5	\$49,203	\$50,532	\$52,048

Step 5 for PCA's is subject to

- a. satisfactory performance (which will be assumed to be the case unless the employee is otherwise advised) and being
- b. on Level 4 for 12 months

8.5 POST GRADUATE QUALIFICATION PAYMENTS

In recognition of the importance of increasing the number of proficient and expert nurses an employee who reaches the following levels will receive a pro-rated allowance as long as the employee maintains that level of practice. All levels of practice allowance shall be added to the base rate of pay and be payable on all hours worked. PDRP payments do not attract penal rates.

The employer sees the transition of all Nurses to the PDRP as vital to our 'specialist' status and therefore will encourage all employees to either have completed their PDRP or be in the process of completing their PDRP by the end of this collective agreement.

Employees are encouraged to achieve PDRP 'Proficient' level in IPU and 'Expert Level' in the community and for all Senior RN roles.

PDRP and Qualification Recognition payments are not cumulative.

8.5.1 Professional Development Recognition Programme Payment (PDRP) for Registered Nurses and Designated Senior Registered Nurses.

(Payments per annum)	From 1 September 2021
Proficient	\$3,000
Expert	\$4,500
Senior	\$4,500
Nurse Practitioner	\$4,500

To be paid as a weekly allowance – pro rata

8.5.2 Qualification recognition payments for Registered Nurses and Designated Senior Registered Nurses.

Post Graduate Level	From 1 September 2021
Certificate	\$1,300
Diploma	\$1,500
Master's Degree	\$2,500

- a. These payments are made as a single recognition payment and can only be claimed once.
- b. Historical grand parented conditions will not be removed where it has been agreed between the employee and the Director of Nursing.

8.5.3 Employees who obtain a post graduate qualification while employed by the employer will receive a one-off prorated qualification recognition payment as per clause 8.5.2;

8.5.4 The employer will consult in good faith with the employee about the relevance of any one-off qualification the employee obtains while employed by the employer and any potential entitlement to the payment. The employer reserves the right to determine which qualification is relevant to their workplace and whether the employee is entitled to any qualification payment.

8.5.5 The entitlement for qualifications payments is for one discipline only.

8.5.6 Merit Steps for PCAs – merit steps will be prorated and do not incur any penal rates and paid as a one-off payment.

- a. - Merit Step 1 \$1000.00
- b. - Merit Step 2 \$2000.00

8.6 New employees and existing employees on 1 September 2021 who currently do not receive the annual qualifications recognition payments will not be entitled to any annual payments.

8.7 One off prorated qualification recognition payments to be made once the employer is notified by the Employee and with confirmation from the tertiary institution. The one-off qualification payments will not be paid retrospectively i.e. those achieved prior to 31 August 2021.

9.0 Operation of Wage Scales

9.1 The wage scales above shall be applied to the respective groups of employees.

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

- a. previous nursing/hospice experience or other relevant work and life experience – the employer may credit this service.
- b. degree of difficulty in recruiting for specific skills and/or experience required for the position.
- c. Employees on fulltime study leave or parental leave, with or without pay, shall continue to receive annual increments to which they would otherwise be entitled.

10.0 Penal Rates

10.1 Penal Rates

- 10.1.1 Weekend rate - applies to ordinary time (other than overtime) worked after midnight Friday/Saturday until midnight Sunday/Monday and shall be paid at time and one half (T1.5) in addition to the ordinary hourly rate of pay.
- 10.1.2 Public Holiday rate – applies to those hours which are worked on the public holiday. This shall be paid at time one (T1.0) in addition to the ordinary hourly rate of pay (Double Time) See clause 12 for further clarification and exceptions.
- 10.1.3 Night Rate - Employees working the PM and Night Shift between the hours of 8pm and 6am (from midnight Sunday/Monday to midnight Friday/Saturday) shall be paid at one quarter (T.25) in addition to the ordinary hourly rate of pay for hours worked within this time period.
- Effective from 1 September 2022 employees working between the hours of 8pm and the completion of a night duty shall be paid at time and one quarter (T.25) in addition to the ordinary hourly rate of pay for the hours worked within this time period.
- 10.1.4 Overtime and weekend/public holiday or night rates shall not be paid in respect of the same hours, the higher rate will apply.
- 10.1.5 The above conditions regarding penal rates are not applicable to Designated Senior Nurses as their hours of work should not incur overtime, flexible working hours and time in lieu are available in agreement with the Director of Nursing and CE approval.

11.0 Call Backs/Call Outs

- 11.1 **CALL-BACK:** If an employee is called-back they will be paid at the relevant shift rate with a minimum payment of three hours. Except that if an employee is called back within 9 hours of having completed a shift, they will be paid at overtime rates (T1.5) for a minimum of three hours.
- 11.2 **CALL OUT:** If an employee is called out, the employee shall be paid a minimum of three hours, or for the actual working and travel time whichever is greater, at the overtime rate For the purpose of this clause more than one call back / call out within three consecutive hours shall be deemed to be one call back / call out.
- 11.3 **Transport:** Where an employee is called back to work outside the employee's normal shift, the employer shall either:
- a. provide the employee with transport; or
 - b. reimburse the employee the actual and reasonable travelling expenses incurred in travelling from the employee's place of residence to the workplace or from the workplace to the employee's place of residence, or both travelling to and from the workplace.

- c. the reimbursement rate shall be as determined by the Inland Revenue.

12.0 Allowances

12.1 On Call

- 12.1.1 In the interests of healthy rostering practices, the parties agree that the allocation of on call time should be spread as evenly as practicable amongst those required to participate in an on-call roster.
- 12.1.2 Where an employee is instructed to be on call during normal off duty hours, an on call allowance will be paid of \$8.00 per hour except on public holidays when it will be \$10.00.
- 12.1.3 The on call allowance is payable for all hours the employee is rostered on call including time covering an actual call out.
- 12.1.4 An employee who is required to be on call Shift shall have a cell phone and wear a security pendant provided by the employer.
- 12.1.5 Being On Call does not preclude an employee from being rostered on for normal duties for the shift following the on call period at ordinary rates. Circumstances surrounding actual call outs will be taken into account and additional time off will be allowed on a time for time basis or by mutual agreement, until a reasonable break has been achieved.
- 12.1.6 Where a rostered day off follows an On Call Shift circumstances surrounding actual call outs will be taken into account and additional time off will be allowed on a time for time basis or by mutual agreement, to compensate for the impact on the rostered day off.
- 12.1.7 In the event of an extended call out prior to a rostered shift a staff member, in agreement with their team leader will not be expected to work their rostered shift but will receive pay at T1 for the Shift that they would have worked.

12.2 Higher Duties

- 12.2.1 **Higher Duties:** An allowance shall be paid to an employee who, at the request of the employer is substantially performing the duties and carrying the responsibilities of a position or grade higher than the employee's own.
- 12.2.2 The higher duties allowance payable shall be paid at a rate of \$21.50 per full eight hour shift.

12.3 Special Duties

12.3.1 **Special Duties:** An allowance shall be paid to an employee who, at the request of the employer undertakes additional role specific duties including, but not restricted to, team co-ordination, shift co-ordination, education, infection control, quality, health and safety.

12.3.2 The special duties allowance payable shall be paid at a rate of \$21.50 per full eight hour shift and \$10.75 for periods of less than 4 hours worked on these duties.

12.4 Community Nurse Allowance

12.4.1 In recognition of the special demands associated with providing palliative care in the community, registered nurses will be paid an allowance of \$15.00 per shift. Where nurses are rostered to work in the community and the in-patient unit the allowance shall only be payable for the community shifts.

13.0 Reimbursing Payments

13.1 Annual Practising Certificate

13.1.1 Where an employee is required by law to hold an annual practising certificate, the cost of the certificate shall be met by the employer provided that:

13.1.2 It must be a statutory requirement that a current certificate be held for the performance of duties.

13.1.3 The employee must be engaged in duties for which the holding of a certificate is a requirement.

13.1.4 Any payment will be offset to the extent that the employee has received a reimbursement from another employer.

13.1.5 The Employer will only pay one APC unless there are operational requirements for an employee to maintain more than one APC.

13.2 Travelling Expenses and Incidentals

13.2.1 When travelling on employer business, and where a hospice vehicle is not available, the employee will be reimbursed for costs on an actual and reasonable basis on presentation of receipts.

13.2.2 Employees who are instructed to use their own motor vehicles on employer business shall be reimbursed in accordance with the current IRD mileage rates.

13.2.3 Employees who use their own motor vehicle for work purposes must ensure that their vehicle has a current NZTA registration, WOF and insurance that covers work use.

13.2.4 Employees who are required to use their own vehicle for work on a regular basis, and it has been agreed between the employer and the employee, will be compensated for the difference between private and business vehicle insurance as described in the employer's vehicle policy.

13.3 Professional Supervision

Employees are able to attend a monthly professional supervision session of up to one hours paid time by suitably qualified clinical supervisors approved by the employer. The fees will be paid for by the employer upon receipt of a GST invoice from the supervisor.

13.3.1 The employer supports the employee to attend clinical supervision during work time to mitigate the risk of staff needing to access supervision on rostered days off.

13.3.2 The employer supports staff to use Hospice facilities to allow supervisors to attend the workplace. Resources are booked in accordance with hospice policies and practices.

14.0 Public Holidays

14.1 The following days shall be observed as public holidays:

- New Year's Day (1st January, Mondayised)
- Day after New Year's Day (2nd January, Mondayised)
- Wellington Anniversary Day (22nd January, Mondayised)
- Waitangi Day (6th February, Mondayised)
- Good Friday (Variable)
- Easter Monday (Variable)
- Anzac Day (25th April, Mondayised)
- Queen's Birthday (First Monday in June)
- Matariki (Variable, from 2022)
- Labour Day (4th Monday in October)
- Christmas Day (25th December, Mondayised)
- Boxing Day (26th December, Mondayised)

14.2 Employees required to work on any of the above holidays shall be paid at T2.0 for time actually worked on the holiday.

14.3 In addition, the employee shall be allowed an alternative day's holiday paid for at the employee's relevant daily rate, to be taken within 12 months, where the holiday falls on a day that would have otherwise been a working day for that employee.

14.4 The employee may request the employer to exchange the entitlement to an alternative holiday for payment after 12 months have passed since the employee's entitlement to an alternative holiday was earned.

14.5 Those employees who work a night shift which straddles a public holiday, shall be paid at public holiday rates for those hours which occur on the public holiday and the applicable rates for the remainder of the shift. One alternative holiday shall apply in respect of each public holiday or part thereof worked.

14.6 If the public holiday falls on a weekend the employee will be paid for the actual day worked, if they also work on the Monday (which is Mondayised) the Monday becomes a normal working day for that person.

14.7 If an employee did not work the 'actual' public holiday if it falls on a weekend day but is working the Monday this will be treated as a public holiday and paid at the rates specified in the employment agreement, and alternative leave day accrued as per clause 14.3

14.8 Part time employees:

14.8.1 Where a part-time employee's days of work are fixed, the employee shall only be entitled to a public holiday provisions if the day would otherwise be a working day for that employee.

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

14.9 Public holidays falling during leave or time off –

14.9.1 When a public holiday falls during a period of annual leave, sick leave, leave on pay or special leave on pay the employee is entitled to that public holiday which is not to be debited against such leave.

14.9.2 When the public holiday falls during a period of leave without pay then the employee shall not be entitled to payment for a public holiday unless the employee has worked during the fortnight ending on the day on which the holiday is observed.

15.0 Annual Leave

15.1 The parties to this collective agreement agree that the taking of a minimum of 4 weeks paid annual leave per 12 months of employment is recommended for the rest and recreation of all employees.

- 15.2 Employees, other than casuals, shall be entitled to four weeks annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause
- 15.3 Casual employees shall be paid 8% of gross taxable earnings in lieu of annual leave to be added to the wages paid for each engagement.
- 15.4 Annual leave is able to be accrued to a maximum of one year entitlement. By mutual agreement between the employee and employer annual leave may accrue up to two years entitlement.
- 15.5 Annual leave shall be taken to fit in with service/work requirements and the employee's need for rest and recreation.
- 15.6 The employer may require an employee to take any outstanding leave with 14 days notice in writing
- 15.7 Part time employees shall be entitled to annual leave on a pro rata basis.
- 15.8 Employees who have completed five years continuous service on or after January 1, 2007, shall be entitled to five week's annual leave on-going, pro rata for part time employees.
- 15.9 Alternate leave days accrued shall be used/paid in the first instance before annual leave. Payment for alternative leave days shall be paid at the relevant daily pay of the day on which they are taken.

16.0 Sick/Domestic Leave

16.1 The following Sick Leave provisions shall apply

- 16.1.1 On appointment employees shall be entitled to ten (10) working days paid sick leave for the first twelve months of employment, and an additional ten (10) working days for each subsequent twelve-month period. In addition;
- a) Employees who work 0.6 FTE or less will receive an additional one (1) day of sick leave per year.
 - b) Employees who work more than 0.6 FTE will receive an additional two (2) days sick leave per year.
- 16.1.2 A medical certificate may be required to support the employee's claim for sick leave. Where a medical certificate is required by the employer in circumstances where the leave is less than 3 days, the employer will meet the cost of the certificate. Where the certificate is required and the leave is more than 3 days, the employee will meet the cost.

- 16.1.3 The provisions of this clause are inclusive of the Sick Leave provisions of the Holidays Act 2003.
- 16.1.4 The employee can accumulate their entitlement up to a maximum of 100 days.
- 16.1.5 At the employer's discretion an employee may be granted anticipated sick leave. Any leave taken in advance and still remaining outside the entitlement will be paid to the employer. The employer may deduct monies due from the final pay.
- 16.1.6 Where an employee is suffering from a minor illness which could have a detrimental effect on the patients or other staff, in Te Omanga's care, the employer may, at its discretion, either:
 - a. Place the employee on suitable alternative duties; or
 - b. Direct the employee to take sick leave.

16.2 Discretionary Leave:

- 16.2.1 In the event an employee has no entitlement left, they may be granted additional sick or domestic leave. In considering the grant of leave under this clause the employer shall recognise that discretionary sick and domestic leave is to ensure the provision of reasonable support to staff having to be absent from work when their entitlement is exhausted.
- 16.2.2 In these circumstances the following shall be taken into account:
 - a. The circumstances leading to the request
 - b. The employee's length of service
 - c. The employee's attendance and leave record
 - d. The consequences of not providing the leave
 - e. Any unusual and/or extenuating circumstances
 - f. Alternative options e.g. shorter hours, more flexible rostering
 - g. Other amounts of leave available
- 16.2.3 Requests for discretionary leave should be made in writing, or by email, by the employee to the employer.
- 16.2.4 Reasons for a refusal shall, when requested by the employee in writing, be given in writing and before refusing a request, the decision maker is expected to seek appropriate guidance.

16.3 Accident Leave:

- 16.3.1 Where an employee is off work due to a work-related accident the employer will 'top up' between what is being paid by ACC and the employee's normal hourly rate as a debit against their sick leave balance in agreement with the employee.

16.4 Domestic Leave:

- 16.4.1 Domestic leave as described in this clause is leave used when the employee must attend a dependent of the employee. This person would, in most cases, be the employee's child, partner or other dependent family member.
- 16.4.2 At the employer's discretion, an employee may be granted leave without pay, in addition to the amount specified above, where the employee requires additional time away from work to look after a seriously ill member of the employee's family.

17.0 Bereavement/Tangihanga Leave

- 17.1 The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a Tupapaku/deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent).
- 17.2 The length of time off shall be three days for each bereavement of a close family member/partner and one day for each bereavement of a person with whom the employee has a close association or cultural obligation.
- 17.3 Additional time off can be provided at the discretion of the employer and should not be unreasonably withheld.
- 17.4 All other provisions of bereavement leave not specifically provided for in the above clauses will be exercised in accordance with the Holidays Act 2003.

18.0 Parental Leave

- 18.1 The provisions of the Parental Leave and Employment Protection Act 1987 shall apply.

19.0 Jury Service/Witness Leave

- 19.1 Leave for jury service may be taken on ordinary pay on the days that the employee would normally work provided that:
- the employee will advise the employer of a request to participate in jury service at the earliest opportunity
 - this does not affect the day-to-day operations of the hospice
 - the employee returns to work immediately on any day the employee is not actually required to attend at Court
 - the employee pays the fees received to the employer but may retain any expenses paid.

20.0 Family Violence and Flexible Working Arrangements

- 20.1 The Employer acknowledges that employees may be affected by family violence. Te Omanga will continue to support these employees, respecting their dignity and right to privacy in order to assist them to deal with the effects of domestic violence.
- 20.2 The Employee will be entitled to family violence leave in accordance with the Holidays Act 2003, subject to the employee's eligibility under this Act.
- 20.3 The Employee will also be entitled to request flexible work arrangements for a period of up to two months in accordance with the Employment Relation Act 2000, subject to the employee's eligibility under this Act
- 20.4 The Employer may use their discretion to extend the terms of support in mutual agreement with the employee.

21.0 NZNO Meetings

- 21.1 NZNO members shall be entitled to up to a total of four hours leave per year (a year being the period beginning on the 1st day of January and ending on the following 31st day of December) on ordinary pay to attend meetings authorised by the NZNO providing the following conditions are fulfilled.
- 21.2 NZNO shall give the employer at least 14 days' notice of the date and time of any NZNO meeting to which clause 18.1 above is to apply.
- 21.3 The NZNO shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any NZNO meeting, including, where appropriate, an arrangement for sufficient NZNO members to remain available during the meeting to enable the employer's operation to continue.
- 21.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any NZNO member for a period greater than two hours in respect of any meeting.
- 21.5 Only NZNO members who actually attend a NZNO meeting during their working hours shall be entitled to pay in respect of that meeting and to that end the NZNO shall supply the employer with a list of members who attended and shall advise the employer of the time the meeting finished.

Note: The provisions of these clauses (21.1-21.5) are inclusive of any entitlements provided by the Employment Relations Act 2000.

22.0 NZNO Right of Entry

- 22.1 Authorised NZNO representatives may enter the workplace in accordance with the Employment Relations Act 2000.

22.2 The authorised NZNO representative shall be entitled to enter the workplace at reasonable times, in a reasonable way and in compliance with health and safety requirements.

22.3 When the NZNO representative enters the workplace they will advise the manager/delegated representative they are entering the workplace and if the manager/delegated representative is not present the NZNO will leave a written notice of the visit.

22.4 The employer recognises that it may not unreasonably deny a NZNO representative access to the workplace.

23.0 NZNO Delegate / Workplace Representative

23.1 The employer accepts that employee job delegates are the recognised channel of communication between the union and the employer in the workplace.

23.2 Accordingly paid time off (at ordinary time rates) shall be allowed for recognised employee delegates to attend meetings with management, consult with union members, and other recognised employee job delegates and union officials, to consult and discuss issues such as management of change, staff surplus, and representing employees.

23.3 Prior approval for such meetings shall be obtained from management.

24.0 Employment Relations Education Leave

24.1 Such leave will be allowed in accordance with the Employment Relations Act.

24.2 The Employer shall grant leave on pay for employees' party to this SECA to attend courses authorised by NZNO to facilitate the employee's education and training as employee representatives in the workplace.

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

24.3 For the purposes of this clause, calculating the number of full-time equivalent eligible employees employed by the employer –

- a. an eligible employee who normally works 30 hours or more during a week is to be counted as 1:
- b. an eligible employee who normally works less than 30 hours during a week is to be counted as one-half.

24.4 The NZNO shall send a copy of the programme for the course and the name of employees attending at least 21 consecutive days prior to the course commencing.

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

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

25.0 Co-operation and Consultation

25.1 Management of Change

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

25.1.2 Prior to the commencement of any significant change to staffing, structure or work practices, the employer will identify and give reasonable notice to employees who may be affected and to the NZNO to allow them to participate in the consultative process so as to allow substantive input.

25.2 Consultation

25.2.1 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.

The process shall be as follows:

- a. The initiative being consulted about should be presented as a 'proposal' or 'proposed intention or plan' which has yet to be finalized.
- b. Sufficient information must be provided by the employer to enable the party/parties consulted to develop an informed response.
- c. 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 must be made.
- d. Genuine consideration must be given by the employer to the matters raised in the response.
- e. The final decision shall be the responsibility of the employer.

26.0 Redundancy

26.1 For the purpose of this Agreement, redundancy is defined as a condition in which the employer has staff surplus to requirements because of reorganisation or the closing down of all or part of the employer's operation.

26.2 The employer shall provide four weeks written notice of any impending redundancy to the affected employees and every endeavour shall be made to redeploy affected employees.

26.2.1 During the period of notice the employee shall be entitled to reasonable time off to attend interviews and seek alternative employment by agreement with the employer, without loss of pay.

26.2.2 The Employee made redundant shall be provided with a Certificate of Service stating that employment was terminated as a result of redundancy.

26.2.3 The employer shall provide reasonable counselling for affected employees on the request from the employee.

26.2.4 In the event of dismissal for reasons of redundancy a severance payment equal to four weeks ordinary pay will be made to the employee.

26.3 Employee Protection Provision

26.3.1 Where employees are terminated due to the sale; contracting out or transfer of the whole or part of the business of the employer and the employee is offered employment of a similar nature with the transferor of the business or the contractor, the employee shall not be deemed to have been made redundant.

26.3.2 The employer shall endeavour to provide in the sale and purchase agreement provision for employees' continuity of service with the purchaser. In the absence of such provision the employer shall notify the employees affected by the sale, transfer or contracting out of the whole or part of the business in accordance with this clause. No claim for compensation may be made against the employer.

26.4 Termination on Health Grounds

26.4.1 The employer may consider termination of an employee's employment in situations where the employee is rendered incapable of the proper ongoing performance of their duties as a result of illness/injury or disability.

- 26.4.2 Before taking any action, the employee may be required to undergo a medical examination by a registered medical practitioner, as agreed between the employer and employee, which will be paid for by the employer. Any reports or recommendations made available as a result of that examination will be taken into account as will any other relevant medical reports or recommendations which may be received or tendered on behalf of the employee.

27.0 Professional Development and Post Graduate Education

27.1 Professional Development and Recognition Programmes

- 27.1.1 The PDRP is a framework that helps nurses develop their professional practice and assist them on a career pathway. The PDRP encourages nurses to reflect on their practice and to set goals to plan for their future in care delivery and leadership.
- 27.1.2 The employer will maintain a relationship with their local District Health Board (DHB) to enable the hospice to be integrated into the DHBs PDRP which will be aligned to the National Framework for Nursing Professional Development and Recognition Programmes and Nursing Council NZ and HPCA Act (2003) requirements.
- 27.1.3 The employer and DHB will draw up a Memorandum of Understanding (MOU) to describe the shared responsibilities and the processes to be adhered to.
- 27.1.4 The employer will provide trained nurse assessors to sit on the DHB review panel to assess competent/proficient/expert portfolios of nurses within the PDRP. The Proficient and Expert achievement levels will link directly to the payments specified in Clause 8.
- 27.1.5 All Nurses (RNs and ENs) will be required to participate in the organisational performance review process with a minimum annual appraisal.
- 27.1.6 PDRPs shall be applied in a consistent manner to ensure transportability of recognition, accessibility, transparency and simplicity.
- 27.1.7 The technical competencies for palliative care nurses will be based on the National Competency Framework for Palliative Care Nursing in NZ September 2008 or its successor.
- 27.1.8 The clinical career/workforce structure requires commitment to education and development of expertise.

27.1.9 No quotas or other in built barriers will be established to limit the numbers at each level of the pathway. Progression through the PDRP shall be based solely on achievement of specified agreed criteria.

27.1.10 These principles will be monitored as part of the negotiations for the NZNO Hospice SECA and will identify:

- any changes or processes necessary to further the PDRP, including education
- If the programme is managed consistently
- the development and monitoring of the review process and/or implementation difficulties
- appropriate training/information/support for all employees and managers involved in the PDRP
- auditing to ensure appeals process is working.

27.2 Post Graduate Education

27.2.1 The parties to this agreement record their intention that staff be given reasonable opportunity and positive encouragement to undertake post graduate study or training relevant to nursing practice or roles in palliative care.

27.2.2 Qualification recognition payments specified in clause 8 of this agreement shall apply in accordance with sub clause 27.3.5.

27.2.3 Leave, with or without payment, may be approved as deemed appropriate by the employer. The employer may grant reimbursement of expenses in part or in full incurred by the employee when attending relevant courses of study.

27.3 Professional Development Leave

27.3.1 The employer shall grant professional development leave of no less than 72 hours per calendar year for full time employees (prorated to 60 hours per calendar year for part time employees). This leave enables employees to maintain competency, complete qualifications, attend courses and to undertake research or projects that are relevant to the employer and which facilitate the employee's growth and development. Prior approval of the employer must be obtained.

27.3.2 Professional leave will be granted at the T1 rate and may accumulate over a three year period to a maximum of 72 hours (full time) and 60 hours (part time) if agreed as part of a professional development plan.

27.3.3 Employees may apply for professional development leave in addition to the above clause which may be granted at the discretion of the employer.

27.3.4 Meetings to meet organisational and service requirements not otherwise addressed in this clause, (including nurses meetings and in-service training) shall be paid at ordinary rate for time spent at such meetings.

27.3.5 One day's leave (in addition to that prescribed in sub-clause 27.3.1) will be granted for the preparation of the portfolio required under the terms of the PDRP.

27.4 Non-Clinical Time

27.4.1 Registered Nurses rostered to work 0.8 FTE will be rostered 1 professional development day per 4-week roster period to enable dedicated time for the purposes of supporting professional development, PDRP, education, clinical supervision, quality initiatives and service development projects in which they are involved. Those nurses working 0.6 FTE or less will be rostered 1 day per 8 weeks. Only one non-clinical day shall be rostered per pay period. This non-clinical time includes the professional development leave described in 27.3.

27.4.2 Designated Senior Nurses working full time, or in a leadership role, will be entitled to one non-clinical day per fortnight. Senior Nurses working part-time will be entitled to 1 non-clinical day per month.

27.4.3 Non-clinical time is not accruable and is to be taken within the rostered period, with the exception of the leave described in 27.3.1.

28.0 Policies and Procedures

28.1 All employees covered by the Agreement shall comply with the employer's policies and procedures in force to the extent that such policies and procedures are not inconsistent with the terms and conditions of this Agreement.

28.2 Employees are required to ensure that they are familiar with and comply with the latest policies or procedures

28.3 Where the employer's policies and procedures are not followed by the employee, this will be dealt with in accordance with the relevant policy and procedure.

28.4 The union will be consulted regarding any additions/amendments to those policies and procedures, where such additions/amendments have a material effect on employees' conditions of employment.

29.0 Health and Safety

- 29.1 The employer shall comply with the provisions of the Health and Safety at Work Act 2015 and subsequent amendments 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.
- 29.2 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.
- 29.3 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 their supervisor.
- 29.4 Employees are required to comply with the employer's health and safety policies and procedures and in particular, to take all practicable steps to ensure your own fitness for work and the safety of others in the place of work.
- 29.5 Employees are required to ensure they maintain their ability to perform their duties safely and effectively. Employees must advise the employer of any medical condition (including stress-related symptoms) which may impact on their ability to perform their duties safely or effectively.
- 29.6 Where the employer's Health and Safety policies and procedures are not followed by the employee, this will be dealt with in accordance with the relevant policy and procedure.
- 29.7 The employer recognises that to fulfil their function health and safety delegates require adequate training, paid time and facilities.
- 29.8 The parties to this agreement recognise that effective health and safety committees are the appropriate means of providing consultative mechanisms on health and safety issues in the workplace.
- 29.9 The employer recognises that staff wellbeing is an important component of Health & Safety and has adequate strategies in place to address employee wellbeing.

30.0 Uniforms and Protective Clothing

- 30.1 Suitable protective clothing shall be provided at the employer's expense where the Shift involves a risk of excessive soiling or damage to uniforms or personal clothing or a risk of injury to the employee.
- 30.2 Damage to personal clothing – An employee shall be reasonably compensated for damage to personal clothing worn on Shift or reimbursed dry cleaning charges for excessive soiling to personal clothing worn on Shift, provided the damage or soiling did not occur as a result of the employee's negligence, or failure to wear the protective clothing provided. Each case shall be determined on its merits by the employer.

30.3 Where uniforms are not supplied a clothing allowance of \$1.06 per shift worked shall be paid.

31.0 Payment of Wages

31.1 Employees will be paid fortnightly in arrears by direct credit.

31.2 Where an employee has taken leave in advance of it becoming due, and the employee leaves before the entitlement has accrued, the employer will deduct the amount owing in excess of entitlement from the employee's final pay.

31.3 Any monies agreed, as being owed by the employee to the employer upon termination will be deducted from the employee's final pay.

31.4 The employees shall complete timesheets as required by the employer. Wherever practicable any disputed items shall not be changed without first referring it to the affected employee.

31.5 Overpayment Recovery Procedures: Attention is drawn to the Wages Protection Act 1983, or any other amendment or Act passed in substitution. This clause must not act in a way that is inconsistent with that Act. In the event of an overpayment of wages, the employer may recover the amount of overpayment provided the employee is given written notification of the intention to recover the overpayment, the amount to be recovered and full explanation of the reasons for the overpayment. Overpayments should be recovered over an equivalent period to the overpayment.

31.6 The employer shall use its best endeavours to direct credit payment of wages into the employee's bank account one clear banking day prior to a public holiday.

32.0 Termination of Employment

32.1 Notice Period

32.1.1 Either party may terminate the employment agreement with four weeks written notice, unless otherwise negotiated with the employer. Agreement for a shorter notice period will not be unreasonably withheld. When the agreed notice is not given, the unexpired notice may be paid or forfeited by the party failing to give the agreed notice.

32.1.2 This shall not prevent the employer from summarily dismissing any employee without notice for serious misconduct or other good cause in accordance with the employer's disciplinary procedures and/or rules of conduct.

32.2 Abandonment of Employment

32.2.1 An employee absent from work for three consecutive working days without notification to the employer or without appropriate authorisation from the employer will be considered by the employer as having terminated their employment without notice, unless the employee is able to show they were unable to fulfil their obligations under this section through no fault of their own. The employer will attempt to contact the employee during the three days period of absence.

33.0 Harassment Prevention

33.1 The parties recognise that harassment in the work place is totally unacceptable. It is the responsibility of the employee to familiarise themselves with the relevant policy on harassment and the responsibility of the employer to communicate the extent of this policy and make it accessible to all employees.

33.2 Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence and other forms of intimidating behaviour.

33.3 Harassment complaints will be taken seriously and the employer undertakes to address these complaints with sensitivity and impartiality.

34.0 Resolution of Employment Relationship Problems

34.1 An “employment relationship problem” includes:

- A personal grievance
- A dispute
- Any other problem relating to or arising out of the employment relationship but does not include any problem with negotiating new terms and conditions of employment.

34.2 Where an Employment Relationship Problem arises, the parties will in the first instance seek to resolve it between the immediately affected parties. Further to this:

- a. The employee is entitled to seek representation at any stage during the process. Help with an employment relations problem is available from within the workplace (employee manager) or outside the workplace (Ministry of Business, Innovation and Employment 0800 20 90 20), or a union, an advocate, or a lawyer.
- b. If the matter is unresolved either party is entitled to seek mediation from the Ministry of Business, Innovation and Employment 0800 or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)

34.3 If the employment relationship problem is a personal grievance, the employee must raise the grievance with the employer within a period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, whichever is the latter.

34.3.1 A “personal grievance” means a claim that an employee:

- a. has been unjustifiably dismissed; or
- b. has had their employment, or their conditions of employment, affected to their disadvantage by some unjustifiable action by the employer; or
- c. has been discriminated against in their employment; or
- d. has been sexually harassed in their employment; or
- e. has been racially harassed in their employment; or
- f. has been subjected to duress in relation to union membership or non-membership.

34.3.2 Where any matter comes before the Authority for determination, the Authority must normally direct the matter to mediation in the first instance. Where mediation has failed or been deemed inappropriate in the circumstances, the Authority will then have the power to investigate the matter.

34.3.3 If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the Authority for the resolution of this grievance or a complaint under the Human Rights Act 1993, but not both.

35.0 Accidents and injuries

35.1 Work Related: Where an employee is incapacitated as a result of a work accident, and that employee is on earnings related compensation, then the employer agrees to supplement the employee’s compensation by 20% of base salary during the period of incapacitation as a charge against the employee’s Sick Leave while sufficient sick leave is available.

35.2 Non-Work Related: For non work-related accidents, where the employee requests, the employer shall supplement the employee’s compensation by 20% of base salary and this shall be a charge against the employee’s Sick Leave while sufficient Sick Leave is available.

36.0 Family Friendly Practices

36.1 The employer will recognise and encourage the development of family friendly policies such as supportive breast-feeding policies and preferential re-appointment policies after child rearing.

37.0 Healthy Workplaces

37.1 The parties to this collective agreement agree that all employees should have a healthy workplace. The parties support a workplace culture between employees and their managers that reflects an understanding and actively advocates an appropriate balance between safe quality care, a safe quality work environment and organizational efficiency.

37.2 Achieving healthy workplaces requires:

- a. Effective care capacity management: having the appropriate levels of staff, skill mix, experience, and resourcing to achieve a match between demand and capacity
- b. Systems, processes and work practices that ensure efficient scheduling and a credible, consistent and timely response to variance in demand
- c. A workplace culture between employees and their managers that reflects an understanding and actively advocates a balance between safe quality care, a safe quality work environment and organisational efficiency.
- d. Recognition that everyone can be a leader by using the authority (expertise) vested in their role to participate and constructively engage with others.
- e. The development of a learning culture that emphasises employees at all levels being given the opportunity to extend their knowledge and skills, as identified in their performance development plans where they are in place.
- f. Appreciation that good patient outcomes rely on the whole team and that teams need opportunities to work and plan together.
- g. Having the right tools, technology, environment and work design to support health and safety and to ensure effective health care delivery. This includes the opportunity to be involved in the decisions about what is needed and when.

37.2.1 The parties agree that these seven elements should be evident in the employer's workplace and apply to all employees, and agree to work jointly towards the implementation of them by the following:

- a. The parties agree to work together to establish a framework for a whole of system approach to care capacity management which;
 - provides efficient, effective, user friendly processes and structures
 - provides centralised, multi stakeholder governance
 - is used consistently and effectively at all levels to manage and monitor care capacity
 - includes a core data set by which the health of the system is monitored and is used to inform forecasting, demand planning, and budgeting
 - includes consistent, credible, required responses to variance in care capacity
 - recognises the need for local solutions consistent with the principles of healthy workplaces
- b. Each party will undertake to promote and model behaviour that demonstrates productive engagement and builds a workplace culture that enables everyone to feel their contribution is valued and respected. Opinions of those performing the

work will be sought when new innovations, improvements and changes are required, in a manner consistent with consultation and change management processes referred to below

- c. Quality of care and quality of the work environment are agreed priorities that underpin productivity and will be incorporated in all workplace processes and actively sponsored at all levels of the organisation
- d. Developing and maintaining policies and practices that actively encourage all employees to be confident in leading and making decisions within their levels of expertise and experience.
- e. Access for all employees to appropriate professional development and appropriate learning opportunities, including appropriate national qualifications, in order to give them greater opportunities to extend their roles and responsibilities within the public health system.
- f. Facilitating appropriate release time to attend relevant professional development and learning opportunities;
- g. A wider team approach to planning and evaluation of service capacity and service delivery will be used to ensure the right people with the right skills are providing the right care (role) at the right time in the right place. This will support staff in taking responsibility and accountability for their own services' performance, and using the tools and policies in place to effect improvement
- h. Consistent consultation and change management processes to facilitate both input into decision making on issues affecting the workplace and active engagement in the development and /or problem solving of initiatives to address the issues.

37.3 Regular joint NZNO/Employer Healthy Workplace Forums will be held. These will be led by the workplace delegates with a transparent agenda available at least one week prior to meetings and minuted. The employer agrees that appropriate nursing leadership will represent the organisation in these forums.

38.0 Deduction of Union Fees

The Employer shall deduct employee NZNO fees from the wages/salaries of employees when authorised in writing by members and shall remit such subscriptions to the NZNO at agreed intervals.

39.0 Completeness, No Disadvantage and Transition

39.1 Completeness: The parties to this SECA have standardised and consolidated Hospice conditions from previous collectives to provide for common core conditions. Hospice individual conditions in variations to this agreement will be retained for the life of this agreement and shall not continue in the next Agreement unless agreed by the parties in the negotiation process for the subsequent Agreement.

39.2 No Disadvantage: The parties are committed to ensure that there is no "overall disadvantage" to individuals due to any changes in core conditions.

Signatures

Danielle Davies, Industrial Advisor Private Hospital + Hospices, NZNO
Name

Danielle Davies 23/11/2021
Signature Date
On behalf of NZNO

Biddy Harford 23.11.2021.
Signature Date
BIDDY HARFORD, chief Executive, Te Omanga Hospice.

Appendix 1:

MEMORANDUM OF UNDERSTANDING:

Pass On: The employer to this agreement agrees not to automatically pass on to staff who are not bound by this Collective Agreement, terms or conditions that are the same or substantially the same as those contained in this Collective Agreement.

This means that the employer and non-NZNO staff members shall individually negotiate their terms and conditions of employment.