



**UNION AND COMMUNITY HEALTH
CENTRE INC.**

**COLLECTIVE EMPLOYMENT
AGREEMENT**

1 April 2020 to 30 September 2021

UNION & COMMUNITY HEALTH CENTRE COLLECTIVE EMPLOYMENT AGREEMENT

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CLAUSE 1 NATURE AND COVERAGE OF THE AGREEMENT

(1) Nature of the Agreement

- (a) This is a collective employment agreement made pursuant to the Employment Relations Act 2000. The parties to this agreement agree to the terms and conditions outlined in this agreement.
- (b) The terms and conditions in this agreement are minimal. Better terms and conditions for employees may be provided for in any additional individual agreement.
- (c) This Agreement replaces any award and other conditions or terms of employment which governed the conditions of employment of the employees on or immediately before the commencement date.
- (d) **Savings**
The provisions of this agreement shall not be used for the purpose of reducing the hourly rates or allowances paid to those employees who at the date of this agreement were employed on greater provisions than provided in this agreement. In this clause "hourly rates" means actual rates of basic salary, exclusive of penal rates of allowances.

(2) Original Parties

This agreement is made between

- (a) The Employers: Union and Community Health Centre Inc., Christchurch.
- (b) NZ Nurses Organisation: ("The Union").

(3) Additional Parties

- (a) **New Employees:** The employer agrees that all new employees will be offered the Terms and Conditions of this Collective Agreement for the first 30 days of their employment.
- (b) **No Pass On Provision**
The employer parties to this collective agreement agree not to pass on automatically to non-NZNO members 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 members shall individually negotiate their terms and conditions of employment.

(4) Coverage of this Agreement

This agreement shall apply to all health establishments/operations of the employer and to all employees employed in these establishments/operations, except for GP's and Centre Manager.

(5) Variation of this Agreement

The parties may vary this agreement from time to time by written agreement signed by them or by their duly authorised representatives on their behalf. Any such variation will take effect as if it were incorporated into this agreement.

Where a change only impacts on one or some of the employer parties, any or all of the provisions of this agreement may be varied by agreement between the parties and the employees directly affected by the proposed variation. Any such variation will be committed to writing and signed by the parties and the employees affected. That variation shall only apply to the employers and employees who have agreed to such variation.

CLAUSE 2 HOURS OF WORK

- (a) The opening hours of the Centre shall be decided by the UCHC Board. The ordinary hours of work for all employees shall be no more than 40 hours per week, not exceeding eight hours per day, 7:45am – 7.00pm Monday to Friday. These hours may be varied by mutual agreement taking into account the Centre’s operational needs and the Employee’s personal circumstances.
- (b) An employee’s days off shall be consecutive.
- (c) No employee shall be required to work outside of the hours specified in clause 2(a) and 2(b) unless by mutual agreement.
- (d) Should circumstances allow new work or relieving will be offered in the first instance to part-time employees prior to the employment of casual or temporary employees.
- (e) Where there may be a consideration to alter an employee’s hours of work consultation will take place with the employee to endeavour to reach mutual agreement on such change. A minimum of one month’s notice shall be given to the employee of any proposed change in their hours of work.

CLAUSE 3 ALTERNATIVE HOLIDAYS

For clarification, this clause relates to lieu time and not to alternative public holiday days as referred to in clause 13(b). All additional hours worked in excess of the stated work hours shall be to be reimbursed to the employee by way of Alternative holiday. These hours will be recorded accurately, claimed on the relevant staff members time sheet and would be as a general rule be for additional work as negotiated with the employer. Alternative Holidays will be taken, following negotiation with employer, within a maximum of 6 months and preferably within the month of accruing. Should, due to constraints within the organisation’s operations, staff be unable to take their Alternative Holidays, staff may have the right to invoke clause 4 Overtime, below.

CLAUSE 4 OVERTIME AND PENAL RATES

- (a) Subject to the provisions of sub clause (a) and (b) of clause 2 of this agreement, and subject to Clause 3 of this agreement, all time worked in excess of eight hours in any day or 40 hours in any week or on a sixth or seventh day in any week, or outside the clock hours specified in sub clause (a) and (b) of clause 2 of this agreement, or on a public holiday shall count as overtime and be paid for at the following rates:
 - (i) Monday to noon Saturday inclusive - time and a half for the first three hours and double time thereafter.
 - (ii) Afternoon Saturday, on Sunday or public holiday- double time.
- (b) Overtime shall be calculated on a daily basis.
- (c) The parties acknowledge that their preference is to work in a co-operative manner to minimise TIL and to ensure that TIL is taken at a mutually agreed time that is useful to both the employee and the employer, to ensure that the operations of the Centre are not financially disadvantaged.

CLAUSE 5 DEFINITIONS

- a) “Practice Nurse/Primary Health Care Nurse” means an employee nurse who is registered in New Zealand and whom qualifies for registration under the Health Practitioners Competence Assurance Act 2003 and who holds a current Annual Practicing Certificate, and is as part of the integrated professional team on nursing duties which may include: health promotion and education; disease prevention and health maintenance; and liaison with other health professionals. Care of the practice patients may occur in the practice, clinic, or out in the community.
- b) “Annual Practicing Certificate’ means a certificate issued by the New Zealand Nursing Council, under the Health Practitioners Competence Act 2003, endorsing the health practitioners scope of practice.
- (c) “Social Worker” is an employee with a recognized qualification in Social Work and is working as a member of the multi-disciplinary team providing social work services to clients of the practice and liaison with other health and community agencies.
- (d) “Registered” means a person who is ‘registered’ as a Health Practitioner in New Zealand as defined by the Health Practitioners Competence Act 2003

- (e) "Continuous Service" means service at one practice (regardless of a change in legal entity or ownership at that worksite) which is unbroken except for periods of annual holidays, sick leave, and other leave expressly provided for in this agreement.
- (f) "A Medical Receptionist or Clerical Employee" means any employee who is wholly or substantially engaged in attending the office, receiving patients, making appointments, telephoning, writing, preparing accounts, typing or general clerical work or in any one or combination of such duties. For the purposes of this agreement "substantially" shall mean engaged for 50 per cent or more of the employee's time at such duties.
- (g) "Part-Time Practice Nurse Employee" means an employee who is regularly employed for less than 40 hours per week.
- (h) "Part-Time Reception/Clerical Employee" means an employee who is regularly employed for less than 37 1/2 hours per week.
- (i) "Casual Employee" means an employee who works on an as required basis and has no regular hours of work.
- (j) "Temporary Employee" means an employee who is employed on a fixed term agreement to replace a permanent part-time or permanent full-time employee or an employee employed for a specific task over a specific period.
- (k) "Community Health Worker" means an employee who is employed to perform duties in the community, is a member of the multi-disciplinary team and works at the direction of the clinicians and management. This position is currently a fixed term as per contractual arrangements with the Canterbury District Health Board.
- (l) "Relevant Daily Earnings" means the applicable rates the employee attracts under the Holidays Act 2003 for Public Holidays, Sick and Domestic Leave and Bereavement Leave and includes appropriate penal rates and allowances.
- (m) "Administration Officer" means an employee whose primary role is to attend to Payroll and all other administrative tasks associated with book keeping and accounting for the organisation.

CLAUSE 6 PAYMENT OF WAGES

- (a) All wages and other payments shall be paid fortnightly not later than the Thursday after completion of each pay period, provided that where the employee and the employers agree in writing the employers may direct credit wages to a mutually agreed bank account.

- (b) The employers shall be entitled to make a rateable deduction from the wages of an employee for absence due to default or for sickness in excess of paid sick leave entitlement or compensatable accident, otherwise no unauthorised deductions from wages may be made by the employers unless by court order.
- (c) The employer shall, upon written request from the employee, deduct from the employee's salary, fees for the N.Z. Nurses Organisation. Such fees shall be remitted not less frequently than three monthly to the employee's representative.

CLAUSE 7 TERMINATION

- (a) Except in the case of casual employees, employment shall be on a fortnightly basis, terminable by a fortnight's notice in writing on either side, or payment or forfeiture of a fortnight's wage in lieu thereof. Such fortnight's notice shall not be counted as annual leave.
- (b) Provided that any employee who is guilty of serious misconduct may be dismissed at any time without notice or wages in lieu of notice. Matters which may be considered Serious Misconduct, without being exhaustive, are set out in Schedule One.
- (c) When employment is terminated in accordance with the terms of this agreement all monies due to the employee shall be paid at the time of termination.
- (d) Certificate of Service - Upon termination of employment, the employer shall furnish a signed certificate setting out the nature and period of the employee's engagement.
- (e) Abandonment of Employment - Where an employee absents herself/himself from work for a continuous period exceeding three days without the consent of the employer, or without notification to the employer, and/or without good cause s/he shall be deemed to have terminated her/his employment.

CLAUSE 8 REDUNDANCY

The parties recognise the serious consequences of loss of employment.

- (a) Definition:
"Redundant employee" means an employee whose employment is terminated as being surplus to existing requirements.
- (b) If as a result of a review of UCHC has staffing surplus to requirements because of falling rolls, government policy, economic circumstances, loss of service contract, contracting out of a service or part thereof, sale or transfer of the

employers business or part thereof, or other like causes, then the following process will be followed.

- c) The employer shall make every endeavour to ensure that the employee covered by this agreement will be offered employment on substantially the same terms and conditions of employment by the person or persons who are to be incoming service provider or contract company. This will include inserting a requirement to employ the employee covered by this agreement on substantially the same terms and conditions of employment in any service contract, sale and purchase agreement and transfer agreement.
- d) Any employee who is offered employment with a contractor or new service provider on substantially the same terms and conditions of employment and there is no gap between their finishing employment with UCHC and commencing employment with the new contractor or service provider, shall not be entitled to the redundancy compensation set out in this clause.
- e) The employer in determining who is to be made redundant, shall observe the principle of 'last on – first off' in selecting employees, recognizing at all times the need for UCHC to maintain an efficient work standard and the need to meet any contractual obligations. The 'last on – first off' principle must apply by classification (i.e. it applies to all staff members on that level of employment), within the service that the redundancy situation occurs.
- (f) An employee may choose to take voluntary redundancy as opposed to accepting the conditions outlined in c) d) and e) above.
- (g) The employee shall be entitled to reasonable paid time off to attend interviews and seek alternative employment without loss of pay.
- (h) The employee made redundant shall be provided with a certificate of service stating that employment was terminated as a result of redundancy.
- (i) Any employee made redundant shall be entitled to receive the following compensation payments calculated according to length of service based on the following scale:
 - First year of service - 6 weeks pay based on average earnings in the last 12 months
 - for each subsequent year of service or part thereof - 2 weeks pay based on average earnings in the last 12 monthsTo a maximum of 26 weeks' pay, excepting those employees with a current entitlement in excess of 26 weeks will be entitled to redundancy compensation based on their length of service to 31 March 2020. Those employees will have their entitlement notified in individual letters.
- (j) If within twelve months of an employee having been made redundant a position becomes available that substantially matches the employee's previous position the employee will be offered 1st option of re-employment. Should more than one employee fit the criteria then priority will be given based on service to the

employer. An employee who wishes to exercise rights under this sub clause must keep the employer advised of their current contact address.

- (k) Counseling will be offered to employees affected by redundancy.

CLAUSE 9 CONTINUITY OF SERVICE

For the purposes of this agreement continuous service with the same employer will not be deemed broken by reason of the sale or transfer, including merger of the employer's practice of clinic to a new employer who continues to employ such employees.

CLAUSE 10 ANNUAL LEAVE

- (a) Employees shall be entitled to five weeks annual leave taken and paid in accordance with the provisions of the Holidays Act 2003.
- (b) The annual holiday may be taken as is mutually agreed between employee and employer.
- (c) Payment for Annual Leave shall be at the greater of the Employee's ordinary weekly pay at the beginning of the leave, or the Employee's average weekly earnings for the 12 months immediately before the end of the last pay period, before the leave is taken.
- (d) Payment in lieu of annual holiday entitlements is not permitted and annual holidays must be taken within a year of their falling due unless mutually agreed otherwise.
- (e) Anticipated leave before an employee's leave year entitlement shall not be unreasonably withheld.
- (f) Unpaid leave and extended unpaid leave may be granted at the employer's discretion.

CLAUSE 11 LONG SERVICE LEAVE

- (a) An employee shall be entitled to special holidays as follows
 - (i) Special holiday of one week after 10 years and before completion of 15 year continuous service.
 - (ii) One special holiday of two weeks after the completion of 15 years and before the completion of 25 years of continuous service with the same employer.

- (iii) One special holiday of three weeks after the completion of 25 years and before the completion 35 years of continuous service with the same employer.
 - (iv) One special holiday of four weeks after the completion of 35 years and before the completion of 40 years of continuous service with the same employer.
 - (v) One special holiday of five weeks after the completion of 40 years continuous service with the same employer.
- (b) All special holidays provided for in sub clause (a) of this clause should be at the rate of the employees relevant daily pay as defined by the Holidays Act 2003 and may be taken in one or more periods and at such time or times as may be agreed by the employers and the employees.
- (c) If an employee who has become entitled to a special holiday as above and leaves the employment before the holiday has been taken, payment for the holiday shall be made.
- (d) The provisions of this clause should not apply where an employee has become or becomes entitled to an alternative long service leave scheme which is not less favourable to the employee than the foregoing.
- (e) For the purposes of this clause, continuous service with the employers should not be deemed to be broken by reason of the sale or transfer of such a practice to a new employer who continues to employ such workers.

CLAUSE 12 PROFESSIONAL/EDUCATIONAL DEVELOPMENT LEAVE

The employer and employee are committed to staff education and development. Employees will be actively encouraged to attend educational courses relevant to their professional/educational development and of benefit to the employer.

The employer shall grant professional/educational development leave of up to 40 hours per calendar year for full time employees (pro-rated to no less than 8 hours per calendar year for part time employees). Or if the employee chooses they can use the dollar equivalent of those study days to go towards a course or conference. This leave is to enable employees to prepare a portfolio, complete qualifications, and to attend training relevant to their professional/educational development and relevant to the employer. Prior approval of the employer must be obtained. The approval of the employer shall not be unreasonably withheld.

Training for the following will be granted in addition to the above provisions and will be paid for where applicable on behalf of the organisation.

- Annual CPR Certification
- Vaccinator training initial and updates
- Cervical screening initial training
- B4 School Checks initial training

Paid meetings to meet organisational and service requirements not otherwise

addressed in this clause (including staff meetings and in-service training) shall be granted in addition to the above provisions.

Professional/educational development leave will be granted at T1 rate and can accumulate for up to two years.

CLAUSE 13 PUBLIC HOLIDAYS

(a) The following shall be observed as holidays without deduction from pay:

- Christmas Day
- Boxing Day
- New Year's Day
- The day following New Year's Day
- Good Friday
- Easter Monday
- Anzac Day
- The Birthday of the Reigning Sovereign
- Labour Day
- Canterbury Show Day
- Waitangi Day

Should a holiday fall on a Saturday or Sunday, such holiday shall be observed on the succeeding Monday and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.

- (b) Where an employee is required to work on any one of the special holidays as specified in sub clause (a) of this clause she/he shall receive an additional alternative holiday at a later date in the employees annual leave year in addition to the overtime payment specified in sub clause (a) of clause 4 of this award.
- (c) Should any of the holidays specified in sub clause (a) of this clause occur during the currency of the employees 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.
- (d) Part-time workers shall not be paid for any such holiday which falls on a day of the week on which they are not normally employed.

CLAUSE 14 SICK LEAVE

- (a) After three months' continuous service an employee shall be entitled to paid sick leave on a pro rata basis of up to ten working days in the first year of service.
- (b) After 12 months' continuous service an employee shall be entitled in each subsequent year of service to pay at ordinary rates of pay for up to ten working days.

- (c) Sick pay shall accumulate to 50 days by carrying forward from one year to another any unused sick leave of up to 40 days.
- (d) Such leave shall be available in the event of sickness, surgery or maintaining wellness. An employee may take sick leave if a person who depends on the employee is sick or injured. When all entitlement to sick leave had been used, discretionary leave may be granted on a case by case basis.
- (e) Sick leave in accordance with subclasses 14(a) and 14(b) above may also be taken in blocks of up to two hours at any one time for health screening.
- (f) The employee shall ensure that notice of illness is given to the employers of the first day of absence due to illness and shall notify the employer as soon as possible when a return to work is likely.
- (g) A medical certificate as proof of illness may be required by the employer for absences of 3 calendar days or more or in the event of frequent shorter absences.

CLAUSE 15 BEREAVEMENT LEAVE

- (a) An employee shall be entitled to a maximum of three days leave without loss of pay on each occasion of the death of the employee's spouse/partner, father, mother, brother, sister, child, grandparent, parents-in-law, grandchild, stepchildren, stepparents, stepsister, stepbrother or any other close family/whanau/person in respect of whom the employer agrees that bereavement/tangihanga leave may be taken.
- (b) If bereavement occurs while an employee is absent on annual leave, sick leave on pay or any other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of the above clause. This provision will not apply if the employment is on leave without pay.
- (c) The employers agree that on application it may be appropriate to grant paid or unpaid leave in order to accommodate various special bereavement needs not recognised in sub clause (a) above. This shall not be unreasonably withheld.

CLAUSE 16 PARENTAL LEAVE

The provisions of the Parental Leave and Employment Protection Act 1987 and any subsequent amendments or Act passed in substitution therefore shall apply.

CLAUSE 17 ANNIVERSARY PAYMENT

The employee shall, on the anniversary of their birth (birthday), be paid the net lump sum of the equivalent of one days salary.

CLAUSE 18 JURY SERVICE

Where an employee is obliged to undertake jury service, the difference between the fees (excluding reimbursing payments) paid by the Court and the employee's ordinary daily pay shall be made up by the employers provided:

- (i) That the employee produces the court expenses voucher to the employers; and
- (ii) That the employee returns to work immediately on any day he/she is not actually serving on a jury.

These payments shall be made for up to a maximum of five days in respect to each separate period of service.

CLAUSE 19 DOMESTIC VIOLENCE SUPPORT

- (a) Domestic violence may impact on an employee's attendance or performance at work. The Union and Community Health Centre will support staff experiencing domestic violence.
- (b) To be entitled to domestic violence leave an employee must have worked for the employer for 6 months and at least an average of 10 hours a week during that period; and no less than 1 hour in every week during that period or no less than 40 hours in every month during that period.
- (c) An employee is entitled to up to 10 days paid domestic violence leave in each 12-month period and a request for short-term temporary flexibility in working days and/or hours, in each entitlement period.
- (d) An employee affected by domestic violence may request a short-term (two months or less) variation for their employment arrangements for the purposes of dealing with the effects of being subject to domestic violence
- (e) These entitlements are subject to:
 - (i) Requests for any entitlement are made in accordance with the relevant Act provisions
 - (ii) Production of suitable proof of entitlement, which may be required by the Employer within three days of the entitlement being requested;
 -
- (iii) The Employer may refuse to grant a flexible work entitlement according to grounds set out in the Act, however this must be in writing and explain the reasons for those grounds

CLAUSE 20 CLOTHING, PARKING AND LAUNDRY ALLOWANCES

- (a) When the nature of the duties required of the employee is likely to result in damaged or soiled clothing, the employer shall supply protective clothing on request and shall renew same as reasonably required.
- (b) Employees that require a regular car park will be reimbursed for the actual cost up to a maximum of \$40 per month. This applies to all full time employees with six months continuous service with this Centre. Part-time employees will also be reimbursed on a pro-rata basis.
- (c) For employees using their own cars for work purposes a mileage allowance equivalent to the IRD Rate will be paid.
- (d) An allowance of \$1.57 per day will be paid for all nurses, administration officer, medical receptionists and clerical staff covered by this agreement, to cover the cost of laundry.

CLAUSE 21 INDEMNITY INSURANCE

- (a) Nurses, Social Workers and clerical workers will be required to carry professional indemnity insurance from the 27th July 1994. The employer will meet the cost of indemnity insurance to the sum of \$150 per year. If the insurance is to be obtained as a result of membership in a union or other organisation, written confirmation and details of the coverage will be required.

CLAUSE 22 REFUND OF ANNUAL PRACTISING CERTIFICATE & PRACTICE NURSE DIVISION SUBSCRIPTION

- (a) The employer will reimburse nurses for these costs upon the presentation of a suitable receipt or invoice.
- (b) The employer shall pay for the social workers annual membership of the NZASW or other duly nominated professional body.
- (c) The Centre shall pay for one hour's professional supervision per month for each clinician, the supervisor shall be the staff members choice and approved by the Centre.

CLAUSE 23 REST PERIODS AND MEAL INTERVALS

- (a) An employee shall not be required to work more than five hours continuously in any day's work without a meal break of between 30 minutes and one hour.

- (b) An interval of fifteen minutes duration shall be allowed to each worker during the forenoon and afternoon of each day within the employer's time and without deduction from wages and the employer shall provide hot water, tea, coffee, milk and sugar.

CLAUSE 24 HEALTH AND SAFETY

- 24.1 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.
- 24.2 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.
- 24.3 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.
- 24.4 It is a condition of employment that safety equipment and clothing required by the employer is to be worn or used by the employee and that safe working practices must be observed at all times.
- 24.5 Attention is also drawn to the employer's policies and procedures on health and safety.
- 24.6 The employers shall provide free hepatitis B inoculations to employees who wish to be inoculated.

CLAUSE 25 HEALTHY WORKPLACE

The parties to this CA agree that all employees should have a healthy workplace. The parties support a workplace culture between employees and their managers that reflects this understanding and actively advocates an appropriate balance between safe quality care, a safe quality work environment and organisational efficiency in order to provide high quality, culturally appropriate healthcare. Joint NZNO/Employer Healthy Workplace Forums will be held quarterly each year.

CLAUSE 26 PERSONAL GRIEVANCES AND DISPUTES PROCEDURES

The procedures for the resolution of personal grievances and disputes shall be in accordance with Part 9 of the Employment Relations Act 2000.

Information on Procedures and Services available for the resolution of Employment Relationship Problems

Definitions

- (a) An “employment relationship problem” is defined in the Employment Relations Act 2000 and includes:
- (i) A personal grievance;
 - (ii) A dispute;
 - (iii) Any other problem related to or arising out of the employment relationship but does not include any problem with the fixing of new terms and conditions of employment.
- (b) A “personal grievance” means any grievance that an employee may have against the employee’s employer or former employer because of a claim that the employee;
- (i) has been unjustifiably dismissed; or
 - (ii) has had his/her employment, or his/her conditions of employment affected to his/her disadvantage by some unjustifiable action by the employer; or
 - (iii) has been discriminated against in his/her employment; or
 - (iv) has been sexually harassed in his/her employment; or
 - (v) has been racially harassed in his/her employment; or
 - (vi) has been subjected to duress in relation to membership or non-membership of a union or employees organization.
- Note: The terms used in this clause have precise legal meanings, which are set out in detail in the Employment Relations Act 2000.
- (c) A “dispute” is a dispute about the interpretation or application or operation of an employment contract or an employment agreement.

Raising Employment Relationship Problems

An employee with an employment relationship problem is advised to first consult with their union representative.

An employment relationship problem is raised with the employer when the employee makes the employer or a representative of the employer aware of the problem.

The preferred method is for the employee to first speak with his/her supervisor or manager. If for any reason the employee does not wish to raise the matter with the supervisor or manager, the employee should speak to another manager or someone else in authority so that the issue can be dealt with at an early stage.

If the employee prefers to raise the matter in writing, or if the issue that has been verbally raised in the manner noted in the paragraph above has not been resolved, the employee should write to the employer setting out the details of the problem, grievance or dispute, and specify the solution the employee seeks to resolve the matter.

Time Limit on Raising a Personal Grievance

An employee who believes that he/she has a personal grievance must raise it with the employer within the 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.

Mediation

If the problem is not resolved, a party to the problem may seek the assistance of the Mediation Services provided by the Department of Labour. This may be done by contacting an office of the Department of Labour that deals with employment relation issues.

Employment Relations Authority

If the problem is not resolved by mediation, it may be referred to the Employment Relations Authority.

Employment Court

If a party is not satisfied with the determination of the Employment Relations Authority, the matter may be referred to the Employment Court.

CLAUSE 27 AGREEMENT TO BE DISPLAYED

Copies of this collective employment agreement shall be displayed in places readily visible and accessible to all parties covered by the agreement.

CLAUSE 28 HARASSMENT

The parties recognise the undesirability of any harassment in the workplace and that it constitutes unacceptable behaviour. Attention is drawn to the definition of harassment contained in the personal grievance provisions of this agreement.

CLAUSE 29 OTHER EMPLOYMENT AND CONFLICTS OF INTEREST

Employees shall not within the term of their employment as covered by this agreement set themselves up or engage in private business or undertake other employment in direct competition with the employers using knowledge or materials gained in their employment with the employers. However, employees may undertake other employment so long as such employment is in their own time, the employer is advised and it does not conflict with their employment with the employers.

CLAUSE 30 CONFIDENTIALITY

All employees are required to keep information about the business and clients of the employers confidential. Disclosure may only be made to authorised bodies as is applicable.

CLAUSE 31 WAGES

Practice Nurses	As at 1/04/20
Long service – 10 years continuous	\$40.56
Long service – 6 years continuous	\$39.01
Step 4	\$35.59
Step 3	\$32.46
Step 2	\$30.33
Step 1	\$28.72
Team Leader	As at 1/04/20
Long Service 10 years (3%)	\$46.98
Long Service 6 years (6%)	\$45.58
Step 5	\$42.84
Step 4	\$41.48
Step 3	\$40.22
Step 2	\$39.01
Step 1	\$36.69
Allied Health Workers	As at 1/04/20
Long service – 10 years continuous	\$35.60
Long service – 6 years continuous	\$34.42
Step 4	\$32.46
Step 3	\$31.27
Step 2	\$29.82
Step 1	\$28.51
Community Health Workers	As at 1/04/20
Long service – 10 years continuous	\$27.86
Long service – 6 years continuous	\$27.05
Step 4	\$25.50
Step 3	\$23.66
Step 2	\$22.40
Step 1	\$21.98
Administration Officer	As at 1/04/20
Long service – 10 years continuous	\$31.53
Long service – 6 years continuous	\$31.13
Step 4	\$30.75
Step 3	\$29.58
Step 2	\$29.24
Step 1	\$27.15
Medical Receptionists/Clerical Staff	As at 1/04/20
Long service – 10 years continuous	\$27.71
Long service – 6 years continuous	\$26.41
Step 4	\$26.09

Step 3	\$24.45
Step 2	\$22.79

Coordinator and Senior Medical Receptionist

These employees shall receive a 3% loading in addition to the relevant Practice Nurse or Medical Receptionist scales. This loading shall be applied to the long service steps also.

Progression

Progression through the steps in each scale, up to and including Step 5, shall be by automatic increment on an employee’s anniversary date. The 6 year and 10 year steps recognise service with Union & Community Health Centre only.

Operation of Salary Scales

- (a) The salary scales above shall be applied to the respective groups of employees.
- (b) On appointment, the employer shall place employees on the relevant scale, taking into account the following factors:
 - (i) previous nursing, experience, work and life experience;
 - (iii) degree of difficulty in recruiting for specific skills and/or experience required for the position.

CLAUSE 32 PROFESSIONAL DEVELOPMENT AND RECOGNITION PROGRAMME

Practice Nurses

The employer has agreed to support and register with a Nursing Council of New Zealand accredited Programme and agrees to take steps as necessary to do so as soon as practicable.

In recognition of the importance of increasing the number of expert and proficient nurses an employee who is already recognised at or reaches the following levels will receive an allowance as long as the employee maintains that level of practice. All levels of practice shall be added to the base rate of pay and be payable on all hours worked and shall attract penal rates and overtime.

The rates of these allowances are as follows:

- RN/MW Expert and RN/MW Proficient an additional 2% on their wage rate per Clause 31, per hour

CLAUSE 33 HIGHER DUTIES ALLOWANCE

- (a) A higher duties 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 higher than the employee’s own.

- (b) The higher duties allowance payable shall be paid at a rate of \$23.15 per 8 hour duty.
- (c) Where an employee performs the duties of the higher position for more than five consecutive days, the allowance payable 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.

CLAUSE 34 CONSULTATION AND MANAGEMENT OF CHANGE

Management of Change

- 1 Consultation between the employer, its employees and the union is essential on substantive matters of mutual concern and interest. Effective communication between the parties will allow for;
 - (a) improved decision making
 - (b) greater cooperation between employer and employees; and
 - (c) a more harmonious, effective, efficient, safe and productive workplace.
- 2 The employer recognises the role of the employee's staff delegate and the nzno in assisting in the positive management of change.
- 3 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.
- 4 Where an employer receives an indication of potential significant changes, they undertake to advise staff and the NZNO as soon as practicable of the possibility of these changes.
- 5 Where changes are deemed commercially sensitive to the employer, NZNO and the employees involved in the management of such change, shall meet with the employer and endeavour to reach agreement on any necessary and appropriate confidentiality.

Consultation

- 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. Consultation clearly requires more than prior notification.
- 2 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.
- 3 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.

- 4 Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
5. The consultation process will give employees affected, or likely to be affected, by any significant change to staffing, structures or work practice, and the NZNO organiser/delegate, the opportunity to put forward their views on any proposals or options developed for change prior to any final decision being made.
- 6 The process will generally include, but not necessarily be confined to the following:
 - (a) Management will meet with employees likely to be affected and the NZNO Organiser/delegate to outline the possibility of change, looking at the current situation and the future, given the factors that could give rise for the change.
 - (b) Management will develop a plan or proposal with options that include possible implications in relation to staffing changes.
 - (c) The plan or proposal will be circulated to employees likely to be affected and the NZNO Organiser/delegate, with a request for submissions within a reasonable and specified timeframe. Alternative proposals or options should demonstrate that the objectives could be met. Management will meet with employees and the NZNO Organiser/delegate for clarification of issues arising from the plan or proposal.
 - (d) Once submissions have been considered, management will make the final decision, and work with the NZNO Organiser/delegate to finalise the implementation plan.
 - (e) It is agreed that consideration will be given and maintained in the employer's basic rights and obligations to operate the business in an efficient, businesslike, safe and professional manner."

CLAUSE 35 UNION RELATED CLAUSES

NZNO Meetings

- (a) Union members shall be entitled to up to a total of 4 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 union.
- (b) The union shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any

union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.

- (c) Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any union member for a period greater than two hours in respect of any meeting.
- (d) Only union members who actually attend a union meeting during their working hours shall be entitled to pay in respect of that meeting.

NZNO Right of Entry

The authorised union representative shall be entitled at all reasonable times to be upon the premises for purposes related to the employment of its members and/or the union's business. The Union will carry out its business in accordance with applicable site health and safety requirements.

NZNO Delegates

- (a) The employer recognises the delegate(s) who are elected by the employees and endorsed by the union as representatives of the union.
- (b) 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 delegates and union officials, to consult and discuss issues such as management of change, staff surplus, and representing employees.

Employment Relations Education Leave

- a) The Employer shall grant leave on pay for employees party to this CA 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

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

- (c) The NZNO shall send a copy of the programme for the course and the name of employees attending at least 14 consecutive days prior to the course commencing.
- (d) The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.
- (e) 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.

CLAUSE 36 VEHICLE INSURANCE FOR COMMUNITY HEALTH WORKERS

The employer will pay 50% of the cost of vehicle insurance for Community Workers, upon presentation of evidence of insurance cost.

CLAUSE 37 SUPERVISION AND DEBRIEFING

The employer will undertake to provide independent/external supervision and/or debriefing for all NZNO members who are not covered by clause 22. This may be accessed as required, to a maximum of 12 times per year.

CLAUSE 38 TERM

This agreement shall operate from 1 April 2020 and shall remain in force until 30th September 2021.

This agreement has been executed on the 22 day of July 2020 by the authorised representatives below.



 Stephanie Duncan
 On behalf of NZNO

22/07/2020

 Date



 Robyn King
 On behalf of Union and Community Health Centre

27/7/2020

 Date

SCHEDULE ONE

Serious Misconduct.

Breaches of the following or behaviour of a similar nature, may result in instant dismissal:

- Falsification of Centre records
- Consuming alcohol or drugs or gambling on work premises
- Unauthorised possession of Centre property
- Willful damage to Center property
- Violence against another person on Centre premises or during working hours
- Removing or being in possession of another employee's property without permission
- Misuse of Fire and Safety equipment
- Deliberate acts adversely affecting hygiene, safety or quality of service
- Refusal to carry out the reasonable and lawful instructions of the Centre Manager
- Using abusive language to Centre Manger, Staff or Patients.
- Unauthorised disclosure of patient information
- Misrepresenting the Centre for personal gain
- Sexual or Racial Harassment
- Walking off the job.