



COLLECTIVE AGREEMENT

BETWEEN

WHANGAROA HEALTH SERVICES TRUST (WHST)

AND

NEW ZEALAND NURSES ORGANISATION (NZNO)

1st June 2023 – 31st May 2024

Final Draft Six 11am 14.12.23

TABLE OF CONTENTS

Item	Page
PART 1 - TERMS OF THE AGREEMENT	3
PART 2 - HOURS OF WORK	7
PART 3 - REMUNERATION CONDITIONS	8
PART 4 - LEAVE	12
PART 5 - TERMS OF EMPLOYMENT	16
PART 6 - HEALTH AND SAFETY	20
PART 7 - REPRESENTATION	21
PART 8 - CONSULTATION AND MANAGEMENT OF CHANGE	22
PART 9 - EMPLOYMENT RELATIONS PROBLEMS	24
PART 10 - POLICIES AND PROCEDURES	24
PART 11 - SIGNATORIES TO THE COLLECTIVE AGREEMENT	25
APPENDIX A RATES OF REMUNERATION	27
APPENDIX B ENTITLEMENTS CARRIED OVER FROM PREVIOUS CONTRACTS WITH NORTHLAND HEALTH AND CARRIED FORWARD BY THE TRUST	32
APPENDIX C SERIOUS MISCONDUCT DEFINED	35
APPENDIX D PROCEDURE FOR RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS	36

PART 1 - TERMS OF THE AGREEMENT

1.1 THE PARTIES:

BETWEEN: WHANGAROA HEALTH SERVICES TRUST

(REFERRED HEREAFTER as "the Trust")

AND: THE NEW ZEALAND NURSES ORGANISATION ("the union")

This Agreement is based on the following facts:

- a.** The Trust carries on the business of the Provider of Quality Health Services to the people of the Whangaroa District as defined in its Business Plan with service provision carried out at various locations to meet the needs of the District.
- b.** That the Employee is employed by the Trust in fulfilment of the Trust's Business.
- c.** That the Employee and the Trust agree that it is in their mutual interest that the Trust's Business should be run efficiently, competitively and meet budgetary requirements.
- d.** The Employee and Trust are entitled to fair and reasonable treatment in their relationship with each other for mutual benefit.
- e.** That the Employee and the Trust acknowledge that this Collective Employment Agreement has been reached through amicable agreement regarding employment terms and wish them to be recorded as follows.

This Collective Employment Agreement is made pursuant to the Employment Relations Act 2000.

1.2 COVERAGE CLAUSE

This Agreement shall cover any employees employed by the Trust who are members of the New Zealand Nurses Organisation

- Domestic and Food Service Staff
- Administrative Staff
- Maintenance Staff
- Health Care Assistants, Diversional Therapy
- Registered Nurses
- Enrolled Nurses

The exceptions are: General Manager, Clinical Services Manager, Communications Coordinator, Property Manager, Team Leader Wellness, Kitchen Lead, and Quality Assurance/Health and Safety.

1.3 TERM

This Agreement shall operate from the **1st of June 2023** and shall remain in force until the **31st of May 2024**.

Provided that, in the event that health sector funding is adjusted to fund or potentially fund the employer with either pay parity with the public sector, or specific additional funding targeted at increasing the level of remuneration paid in the private sector to staff, then this Agreement will be renegotiated with those sectors of employees to whom the increased funding has been targeted, as close as possible to the implementation of that additional funding.

1.4 OBJECTIVES OF THE AGREEMENT

Both the Trust and the employees recognise the need to achieve a fair and reasonable agreement that will not compromise the quality, the working environment, the cost-effectiveness or the efficiency of the health service provided by the Trust for the residents of the Whangaroa District.

1.5 NEW EMPLOYEES

The parties agree that any employee who is engaged by the Trust during the term of this agreement will be entitled to all benefits and be bound by all obligations, under this agreement, provided they are NZNO members or have negotiated an arrangement for coverage with the NZNO.

The parties agree that all new employees must be given the option of joining NZNO within 30 days of their employment.

The Trust will provide names of the delegates and a copy of the CEA to new employees covered by the CEA's coverage clause.

1.6 VARIATIONS OF AGREEMENT

This Agreement may be varied by mutual consent in writing by the Trust and those parties to the Agreement affected by the variation and the representative of the affected employees.

1.7 RENEWAL OF THE AGREEMENT

The parties will meet no later than 1 month prior to the Agreement's expiry to negotiate the renewal of the Agreement.

1.8 CLASSIFICATIONS

- a) "Diversional Therapist Assistant" means a worker employed to assist Residents in their daily social and recreational activities and needs.
- b) "Maintenance Staff" means a worker employed to undertake general maintenance inside and outside the facility and general gardening work.

- c) “Health Care Assistant, Caregiver or Hospital Aide” means a worker who assists residents in their activities of daily living and such other attendant duties as are required in the Rest Home and Hospital. In addition, domestic duties shall be performed as required.
- d) “Administrative Staff” means a worker engaged to carry out administrative duties, including reception, accounts and general clerical duties.
- e) “Food Service Staff” means a worker primarily engaged to carry out any duties in the preparation and cooking of meals and related duties.
- f) “Domestic” means a worker who is employed solely on domestic duties including cleaning, laundry, sewing and other non-resident attendant duties.
- g) “Registered Nurse” has the same meaning as in the Health Practitioners’ Competence Assurance Act 2003 and its successors.
- h) “Enrolled Nurse” means a person employed as an enrolled nurse and who is enrolled in and holds a New Zealand Practising Certificate

1.9 DEFINITIONS

For the purposes of this Agreement the following definitions are used to provide clarity throughout the Agreement and are not intended to imply definitions relating to the same or similar terminology used external to this Agreement.

- a) “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. They are employed when there is an overflow of work or a permanent employee is absent. Each engagement undertaken by the casual employee is a stand-alone employment arrangement and the employment shall be at an end at the completion of the work required. Nothing in this agreement, either express or implied, requires the employer to offer any employment
- b) “Employee” means any person employed by an employer whose position is covered by this CEA.
- c) “Employer” means the relevant employer employing the particular employee.
- d) “Full-time employee” means any worker that works for more than 80 hours a fortnight in a permanent position on a permanent roster.
- e) “Night Duty” means any duty in which part of the duty is worked between midnight and 5:00am on any day of the week.
- f) “Ordinary time hourly rate of pay” shall be the hourly rate of pay paid to the employee. T1 refers to the ordinary time hourly rate of pay; T1.5 refers to one and a half times the ordinary time hourly rate of pay.

- g) **“Part-time employee”** means any worker other than a casual worker that works on a regular basis with regular hours prescribed in this CEA. Any wages and benefits e.g. leave, will be pro rata according to the hours worked unless specifically stated otherwise in this CEA.
- h) **“Relevant Daily Pay”** has the meaning as provided by the Holidays Act 2003.
- i) **“Service”** means the current continuous service with the current employer.
- j) **“Shift work”** is defined as the same work performed by two or more employees or two or more successive sets or groups of employees working successive periods.
- k) **“Temporary/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.

PART 2 - HOURS OF WORK

2.1 NORMAL HOURS OF WORK

- a. The normal hours of work are:
 - (1) For day workers 8 consecutive hours per day, exclusive of meal breaks, at 80 hours per fortnight, worked between the hours of 6.00 am and 6.00 p.m. from Mondays to Fridays inclusive.
 - (2) For shift workers 8 consecutive hours per shift, exclusive of meal breaks, at 80 hours per fortnight over any ten days.
 - (3) No employee will be required to be rostered for more than 2 different shift changes per week.
- b. Work rosters, to be maintained and circulated 14 days in advance and will not be altered within fourteen days of the roster commencement without the agreement of the employee. Rosters are to incorporate where possible:
 - (1) 2 consecutive days off duty each week for each employee, and
 - (2) A minimum break of 9 hours between shift changes for employees assigned to shift work with no employee being rostered to work more than 7 shifts before being rostered off duty.
 - (3) No employee will be rostered more than 5 days in any one week except for kitchen staff who work 2-hour shifts.
- c. Where the Trust, an employee or a group of employees request a change from the established hours of work, the new hours of work must be agreed by the Trust, the

affected employees and/or representative of the affected employees. The agreement is to be documented as a variation to this Agreement and is to include any consequential changes to overtime payments, penal payments and leave entitlements.

2.2 MEAL BREAK AND REST PERIODS

- a. Except when required for urgent or emergency work and except as provided in 2.2.b below, no employee shall be required to work for more than five hours continuously without being entitled to a meal break of not less than half an hour. There will be only one meal break of not less than half an hour during a 10-hour shift.
- b. An employee unable to be relieved from work for a meal break shall be entitled to have a meal while on duty and this period shall be regarded as working time.
- c. Except where provided for in 2.2.b above an employee unable to take a meal after five hours shall be paid as a penalty payment at time and a half in addition to ordinary salary from the expiry of five hours until the time when a meal can be taken.
- d. Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, and the equivalent breaks for night duty where these occur during duty, shall be recognised as time worked.
- e. During the meal break or rest periods prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer. Where it is impractical to supply tea, coffee, milk and sugar free of charge, an allowance of \$1.31 per week in lieu shall be paid. This allowance shall continue during all periods of leave except leave without pay.

2.3 REFRESHMENT BREAKS

- a. Each employee is entitled to a paid 10-minute refreshment break around the midpoint of the work periods either side of their meal break tea, coffee, sugar, milk and facilities for the boiling of water will be provided free by the Trust.
- b. Where it is impractical for the Trust to supply tea, coffee, sugar and milk, employees are entitled to claim by way of a timesheet entry an allowance of \$1.25 per week in-lieu.
- c. All employees shall be entitled to breaks as per current legislation. Current entitlements are as follows:

Length of work period	Minimum number of rest and meal breaks will be provided
2.00 – 4.00 hours worked in one period	1 x 10-minute paid rest break
4.01 – 6.00 hours worked in one period	1 x 10-minute paid rest break 1 x 30-minute unpaid meal break
6.01 – 10.00 hours worked in one period	1 x 10-minute paid rest break 1 x 30-minute unpaid meal break 1 x 10-minute paid rest break

10.01 – 12.00 hours worked in one period	1 x 10-minute paid rest break 1 x 30-minute unpaid meal break 1 x 10-minute paid rest break 1 x 10-minute paid rest break
--	--

PART 3 - REMUNERATION CONDITIONS

3.1 ANNUAL SALARIES

Employees will be paid the annual salary or hourly wage given in Appendix A - Remuneration Schedule to this Agreement for the work in which they are engaged. Wage advancements and variations will be administered in accordance with the provisions stated in that schedule for each class of work.

3.2 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 responsibility of a position or grade higher than that of the employee's own.
- b. The allowance payable shall be at the rate being paid to the current appointed employee in the higher position that the employee is substantially performing the duties.

3.3 OVERTIME

Should an employee be required to work overtime then they will be compensated in the following manner:

- a. Employees are entitled to claim overtime payments for:
 - (1) Extra hours worked after 8 consecutive h o u r s .
 - (2) Extra hours worked after 80 hours inclusive of authorised absences, in any one fortnight.
- b. The Overtime Payment equal to -.
 - (1) 1.5 times the employee's hourly rate for each overtime hour worked over 8 hours.
 - (2) 2 times of the employee’s hourly rate for each hour over 8 hours worked after 10:00pm on one day and before 6:00am the following day and for all overtime worked on a Public Holiday.
- c. Overtime meal breaks:
 - (1) Employees continuing to work beyond 8 hours on any one day or shift are

entitled to be paid 30 minute meal breaks at not more than 5 hourly intervals when work continues after the break.

(2) Where the Trust does not provide a free meal during overtime meal breaks, employees may claim a meal allowance of \$6.00 by way of a timesheet entry.

d. Night Shift Workers: A meal will be provided for staff who work a night shift (from 11pm to 7am) as they may not leave the premises during their shift.

3.4 PENAL TIME

a. Penal time is time other than overtime worked by R/N, E/N staff between the following hours and which will be paid at the listed rate in addition to ordinary pay.

(1) P.M. shifts from 9.00 p.m. to the end of the shift, Mondays to Fridays inclusive - \$3.50 per hour.

(2) Night shifts from Sundays to Thursdays inclusive - \$4.00 per hour.

(3) From Friday night shift to the end of Sunday pm shift - \$ 9.25 per hour.

(4) From 7:00 p.m. to 12:00 Midnight on New Year's Eve - \$12.00 per hour.

b. Kitchen and cleaning staff will be paid penal rates as follows:

(1) Early morning shifts 0001 am – 7.00 am Mon – Fri inclusive - \$3.50 per hour

(2) 7.00 am to 6 pm Sat – Sun - \$3.50 per hour.

c. Public Holiday Penal Payments:

All staff working on public holidays will be paid an additional \$6.00 per hour. In addition, when Christmas and New Year fall on a weekend, the \$6.00 per hour public holiday penal rates will be paid to all staff who works on the days that the public holidays are observed. The obligations under the Holidays Act 2003 will be complied with regarding time and a half plus a day in lieu.

The minimum payment for p.m. and nightshifts will not be less than 2 hours payment at the listed rate.

3.5 ON-CALL DUTY

a. In addition to the payment of overtime premiums when called back to work, the employees rostered on call or on stand-by outside their normal hours of work will be paid an On-Call Allowance for each hour rostered.

b. On- call Allowance:

(1) Where an employee is rostered on-call or on standby for up to 40 percent of their off-duty time, an On-call Allowance of \$3.50 cents per hour is to be

claimed by way of a timesheet entry for each hour so rostered.

(2) On-call rostering limits

- (a) to meet staffing needs during an emergency.
- (b) Day workers will not be rostered on-call for more than 40 percent of their off-duty hours in any four-week period except by mutual agreement.
- (c) Shift workers will not be rostered on-call for more than 40 percent of their off-duty hours in any two-week period except by mutual agreement.

(3) Where the Trust does not provide a pager means for contact with on-call employees, a telephone allowance of 5 cents per hour is to be claimed by way of timesheet entry for each hour rostered on-call.

- c. When called back to work after ceasing or before commencing normal rostered hours of work, employees are entitled to claim overtime premium payments for the extra hours worked which includes the time taken travelling from and returning to the employee's residence.
- d. A minimum 2-hour payment applies to a call back of less than 2 hours except, that two or more calls within 2 hours are treated as one call.
- e. Where employees rostered on-call or on standby are called- back to work and use their own vehicle for travel to and from their place of work, the employees will be reimbursed for the use of their vehicle at the applicable rate per kilometer as approved by the Trust.
- f. Where RNs are required to sleep over at the employer's premises whilst on call, a sleep over allowance will be paid at a rate of the current minimum wage. Where the RN is woken up to work, a minimum of two hours per call be paid at the normal hourly rates, except that two or more calls within two hours will be treated as one.

3.6 BREAKS BETWEEN SPELLS OF DUTY

- a. A break of at least nine continuous hours shall be provided in all reasonable circumstances between any two periods of duty of a full-time shift or more.
- b. In cases of emergency where work must continue for as long as possible or until the emergency is over when a break from work of 9 hours without loss of pay can be taken, employees are entitled to claim the applicable overtime premium until released from duty.
- c. An employee called back to work:
 - (1) Before having a 9-hour break, is entitled to a 9-hour break after completion of the call-back without loss of pay, or

- (2) After having a 9-hour break, is entitled to a 6-hour break after completion of the call-back without loss of pay except where the call-back to work overtime is within 2 hours of the employee's normal starting time.

3.7 FLOODING

Where flooding of Omaunu Rd prevents movement of staff in and out, those flooded out will be paid normal rates of pay for the normal work hours involved, and those flooded in will work the duties concerned and where overtime is worked with overtime rates of pay per clause 3.3 of this Agreement.

3.8 LAUNDRY ALLOWANCE

A laundry allowance is paid at \$12.00 per fortnight (\$0.137 per hour) per full-time employee and pro rata according to contracted hours worked each fortnight for part-time employees.

The laundry allowance only applies to staff who are required to wear a uniform and do so in accordance with the Trust's dress code.

3.9 LIABILITY INSURANCE ALLOWANCE

Nurses who pay a public liability insurance contribution within the fee paid to the NZ Nurses Organisation, shall be entitled to have that component paid by the employer at the following rates:

- Registered Nurse - \$152.00 per annum or part thereof when employed by another employer.
- Enrolled Nurse - \$75.00 per annum or part thereof when employed by another employer.

These payments will be made by the Employer by direct credit in fortnightly payments.

3.10 KIWISAVER

The employee has the option of joining KiwiSaver at any time, and any new employee will be automatically enrolled into KiwiSaver.

The employee then has from Week Two to Week Eight in which to opt out of the scheme if they choose. If not, they will remain enrolled until the age of 65 or until they take a savings suspension.

KiwiSaver is a voluntary, work-based savings initiative to help New Zealanders with their long-term saving for retirement. An information pack will be provided to the employee on commencement of employment if not already a member of KiwiSaver.

Currently employers contribute a minimum of 3% of employees' gross salary or wage. Employees are expected to contribute a minimum of 3% of their gross salary or wage – they have the option of contributing 3%, 4%, 6%, 8% or 10% and should notify the employer of the amount they wish to contribute at the earliest opportunity.

The employee contribution will be deducted from the employee's pay and paid into the employee's KiwiSaver account. The employer contribution will be paid directly into the employee's KiwiSaver account.

Employer contributions of 3% will continue for those employees still employed past the age of 65 years who opt to remain in KiwiSaver beyond the legal limit.

For further information regarding employer and employee contributions to KiwiSaver, visit <http://www.kiwisaver.govt.nz>

PART 4 - LEAVE

HOLIDAYS

4.1 PUBLIC HOLIDAYS

4.1.1 Permanent Employees are entitled to the following Public Holidays:

New Year's Day and the day following, Northland's Anniversary Day, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the birthday of the reigning Sovereign, Matariki, Labour Day, Christmas Day and Boxing Day, which are to be taken by the employees and administered by the Trust in accordance with the Holidays Act 2003, provided that in order to maintain essential services the Trust may require an employee to work on a Public Holiday.

4.2 PUBLIC HOLIDAYS WORKED

In addition to the Penal Payment provided for at clause 3.4c, when rostered or called in to work on a Public Holiday, an employee is entitled to a paid leave in lieu day ("Alternative holiday"). This leave is to be taken within 12 months from the date of the holiday, at a time mutually agreed between the Trust and the employee.

4.3 PUBLIC HOLIDAYS NOT WORKED

- a. When the public holiday falls on a day that would not otherwise be a working day, then there will be no entitlement for payment for that day.
- b. Where an employee does not work on the public holiday and it would be an otherwise working day, the employee would be entitled to their Relevant Daily Pay as per the Holidays Act 2003.
- c. For every day a Public Holiday falls within an employee's Annual, or Long Service Leave, 1 whole day's (equivalent to the employee's normal working day) extra leave on Relevant Daily pay shall be allowed.

4.4 ANNUAL HOLIDAYS

- a. Except as otherwise provided in this clause, Annual Holidays of 4 weeks shall be

allowed in accordance with the Holidays Act 2003 and its amendments.

- b. Annual Holidays are to be taken by the employees and administered by the Trust in accordance with the Holidays Act 2003.
 - (l) The holidays may be taken in one or more periods as the Trust decides after consultation with the employee. Employees may request leave at times suitable to them and the Trust may agree. Employees must be allowed to take at least one two-week continuous period per year.
- c. All employees who have completed 5 years of continuous service, shall be entitled to accumulate an additional one week's Annual Leave from the anniversary of their permanent employment start date.
- d. All staff employed [or on unpaid leave] at the date of settlement of this contract as at the 31st October 2000 have an additional five days' leave per annum.
- e. PM & Night Shift Workers:
Employees who are assigned to shift work involving changing rosters are entitled to an additional one week (pro-rata) of Annual Leave.
- f. Casual Employees are entitled to 4 weeks' Annual Holiday pay based on 8% of their gross earnings.

4.5 SICK LEAVE

The following Sick Leave provisions shall apply:

- a. After three months' continuous employment a full-time employee shall be entitled to ten (10) working days' paid sick leave for the subsequent twelve months of employment, and an additional ten (10) working days for each subsequent twelve-month period.
- b. A medical certificate may be required to support the employee's claim for sick leave. If a medical certificate is required for less than three days, then the employer shall meet the cost of the certificate.
- c. The provisions of this clause are inclusive of the sick leave provisions of the Holidays Act 2003.
- d. The employee can accumulate their sick leave entitlement up to a maximum of 30 days.
- e. Any entitlement accrued prior to commencement of this agreement in excess of 30 days shall be retained but will not be increased until the balance falls below 30 days.
- f. 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.

- g. Sick leave may be utilised where the employee requires surgery or leave for health screening. Leave for this purpose may be taken in ¼ day blocks.
- h. The granting of Sick Leave is conditional on:
- (1) The employee notifying their employing department of the commencement and anticipated period of absence as soon as possible on the first day of absence, and
 - (2) Providing a medical certificate for all absences of 3 or more days.
 - (3) In instances of sick leave caused by stress the employee must attend, over the first two-week period of sick leave, four counselling sessions paid for by Whangaroa Health Services Trust.
 - (4) Further, in instances of sick leave caused by stress the employee must be examined by a doctor nominated and paid for by Whangaroa Health Services Trust.
 - (5) Further, if sick leave caused by stress continues for more than the fortnightly period the employee will provide Whangaroa Health Services Trust with evidence on a regular weekly basis that they are working towards a return to work through continued counselling support.
- i. Where an employee has a consistent pattern of absences where those absences are 10 working days/shifts or more in a year or there is concern regarding the employees' health and safety, then the employee's situation will be reviewed.
- (1) The Review Panel will comprise the Finances and Human Resources (FAHR) Manager, the relevant clinical Manager, the CEO where required and the Employee. And also if either party wishes, a representative or delegate may attend. The focus of the review will be to assist the employee in establishing practical arrangements to recover from sickness, or injury. The review may:
 - (a) require the employee to support all future Sick Leave claims with a medical certificate, and/or
 - (b) require the employee to undergo an examination by a medical practitioner nominated by the Trust and at the employee's expense, and/or
 - (c) restrict or withdraw for a specified period the Sick Leave provisions of this clause, such action being limited to the minimum Special Leave provisions of the Holidays Act 2003.
 - (2) Where an employee becomes incapacitated or disabled through sickness or injury, as confirmed by the unanimous opinion of medical practitioners nominated by both the Trust and the employee, the Review Panel will then review the employee's situation and if unable to return to work, the employee's employment may be terminated.

4.6 ADDITIONAL LEAVE

- a. Based on the merit of each request additional leave with or without pay as appropriate will not be unreasonably withheld and may be granted upon request for reasons that meet the mutual goals of the Trust and employee's individual professional development programme.
- b. The Trust has a strong commitment to provide either paid leave and/or payment for appropriate courses and or conferences in an equitable manner to all staff. A minimum of five paid days per annum on a pro-rata basis, (with a minimum of 2 days), will be available for professional development provided the study is applicable to the work undertaken by the employee. A minimum of sufficient paid days to meet Nursing Council professional development requirements will be available.
- c. Additional Leave for jury, witness, military, or other paid government service will be granted without loss of ordinary pay, the Trust making up any difference between the income received by the employee in such service and their ordinary pay due for the period of absence.
- d. The Trust agrees to provide 3 days' study leave per year for ENs and RNs.

4.7 PARENTAL (Maternity) LEAVE

In addition to the provisions of the Parental Leave and Employment Protection Act 1987, eligible employees are entitled to Parental (Maternity) Leave of

- a. 12 months where the employee has at least 12 months' service with the Trust at the expected date of delivery as certified by a registered medical practitioner or registered midwife, or
- b. 6 months where the employee has less than 12 months' service with the Trust at the expected date of delivery as certified by a registered medical practitioner or registered midwife.

4.8 DOMESTIC LEAVE

The employer shall grant an employee leave on pay as a charge against sick leave entitlement when the employee must attend a sick dependent of the employee. This person would, in most cases, be the employee's child, spouse/partner or other dependent family member.

- a. Approval is not to be given for absences during or in connection with the birth of an employee's child. Annual leave or parental leave should cover such a situation.
- b. At the employer's discretion, an employee may be granted leave without pay, where the employee requires time away from work to look after a seriously ill member of the employee's family.
- c. The production of a medical certificate or other evidence of illness may

be required.

During periods of leave without pay, sick leave entitlements will not continue to accrue.

4.9 BEREAVEMENT/TANGIHANGA LEAVE

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. This also includes Whangai, termination, miscarriage and still birth.

- a. An employee shall be entitled to one day's leave without loss of pay on each occasion of the death of any other person, providing that the employer accepts that the employee has suffered bereavement, taking into account the relevant factors set out in section 69(3) of the Holidays Act 2003.
- 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 clause 4.8a above. This provision will not apply if the employee is on leave without pay.
- c. In relation to tangihanga and clauses 4.8a and 4.8b above, the employer shall consider these provisions in a culturally appropriate manner. The granting of time off and for how long shall be at the discretion of the employer.
- d. The employer agrees that on application, it may be appropriate to grant leave without pay in order to accommodate various special bereavement needs not recognised in clauses 4.8 a, and 4.8b above.

The provisions of this clause are inclusive of the bereavement leave provisions of the Holidays Act 2003.

4.10 FAMILY VIOLENCE LEAVE

Family Violence Leave will be provided in accordance with the Family Violence Act 2018.

Once the employee has completed six months' continuous employment with the employer, he/she will be entitled to 10 days' paid family violence leave per year.

If the above does not apply, the employee may be eligible for family violence leave if he/she has over a period of six months, worked for the employer for at least an average of 10 hours a week during that period, and no less than one hour in every week during that period, or no less than 40 hours in every month during that period.

Unused family violence leave does not accumulate from year to year and will not be paid out to the employee if employment ends.

An employee who intends to take family violence leave must notify the employer of that intention as early as possible. The employer may require proof that an employee is a person

affected by family violence. The proof must be provided as soon as practicable, but at least within 10 working days after the employer receives the request from the employee for the leave.

Employees affected by family violence are entitled to make a written request for a short-term (of less than two months) variation of their working arrangements (including a change in hours, days or place of work) for the purpose of assisting the employee to deal with the effects on the employee of the family violence and require the employer to respond to the request as soon as possible, but not later than 10 working days after receiving it.

The employer may refuse a request only if proof of family violence is required and not produced, or the request cannot be reasonably accommodated on specific grounds in accordance with the Act.

Given the sensitive nature of family violence and possible repercussions on the affected parties, the employee's privacy and confidentiality must be protected at all times and all relevant information treated on a strictly need-to-know basis.

4.11 EMPLOYMENT RELATIONS EDUCATION LEAVE

The Employer shall grant leave on pay for employee's party to this Agreement 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

For the purposes of this clause, calculating the number of full-time equivalent eligible employees employed by an 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.

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.

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

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.

PART 5 - TERMS OF EMPLOYMENT

The Trust is committed to a Quality Health Service. It is agreed between the Employee and the Trust that the work skills, experience and productivity of the position are to be performed by the Employee as required by the Trust to ensure the prompt, efficient, competent and professional completion of the activities undertaken on the Trust's behalf.

The work responsibilities and accountabilities of the employee's position are to maintain a sound working relationship with the other employees of the Trust so that the activities of the Trust can be enhanced through quality teamwork and co-operation.

The Employee may be required to assist in the coaching and development of other workers as and when required, and to perform any work in the Trust's activities that is deemed by the Trust to be within his/her capabilities.

The Employee will be subject to and must observe and comply with all rules, policies and procedures in force as set out in the Employer's Policies and Procedures Manuals. The Employer is entitled from time to time to amend, cancel or introduce such rules, policies and procedures as it considers necessary and in consultation with staff. Any Employee who breaches any of the rules, policies or procedures may be subject to disciplinary action.

5.1 PAYMENT OF WAGES AND SALARIES

- a. Fortnightly salaries and wages are paid on Wednesday of the following week by direct credit to the employee's nominated bank account.
- b. When a Public Holiday prevents the standard Wednesday payment, payment shall be made into the employee's bank account at least 24 hours prior to the holiday. If hours need to be estimated, any under or over payments will be adjusted in the following pay period. Any deductions that may be required as a result of incorrect estimates made are authorised on the signing of this agreement.
- c. Any deductions that may be required as a result of incorrect calculations made are authorised.
- d. Each employee will receive a pay slip showing details of their earnings for each pay period and any deductions there from.

5.2 PAYMENT ON TERMINATION

When employment is terminated in accordance with the terms of this agreement all moneys, including payment for any unused leave (excluding sick leave) due to the employee shall be paid at the time of termination.

5.3 TERMINATION OF EMPLOYMENT

- a. The engagement shall be a monthly one, terminable by one month's notice in writing on either side, or payment or forfeiture of one month's wages in lieu thereof (or as otherwise mutually agreed) substituted in-lieu of notice.
- b. Any employee who is guilty of serious misconduct as defined in APPENDIX C may be dismissed without notice or salary in lieu of notice.

5.4 ABANDONMENT OF EMPLOYMENT

- a. Where an employee absents themselves from work for more than 2 working days without the consent of the Trust and without notification to the Trust, the employee will be considered as having terminated their employment without notice on the last day of having reported for work.
- b. Where an employee was unable, through no fault of their own, to notify the Trust, employment will not be terminated.

5.5 RETIREMENT

It is the policy of the Trust to comply with current legislation on retirement.

5.6 REFUND OF ANNUAL PRACTISING CERTIFICATE FEES

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

- a. It must be a statutory requirement that a current certificate be held for the performance of duties.
- b. The employee must be engaged in duties for which the holding of a certificate is a requirement.
- c. Any payment will be offset to the extent that the employee has received a reimbursement from another employer.
- d. The employer will only pay one APC unless there are operational requirements for an employee to maintain both nursing and midwifery APCs.

5.7 PROFESSIONAL INDEMNITY COVER

The Trust will indemnify the employees from claims arising out of and in the course of their employment. It is recognised that claims arising out of illegal acts are not covered.

5.8 OTHER EMPLOYMENT AND CONFLICTS OF INTEREST

Employees shall not, within the terms of their employment, set them up or engage in private business or undertake other employment in direct competition with the Trust by using information or materials gained in their employment with the Trust. However, employees

may undertake other employment so long as such employment is in their own time and does not conflict with their employment with the Trust

5.9 CONFIDENTIALITY

All employees are required to keep information about the business of the Trust confidential. Disclosure may only be made with the direct consent of the Trust.

5.10 BUSINESS TRAVEL AND ACCOMMODATION

When travelling on Trust business, transport, accommodation, and meals will be arranged and paid by the Trust. Where with the Trust's prior approval an employee uses their own vehicle to travel on Trust business, the employee will be reimbursed for such use at rates as approved by the Trust.

5.11 REDUNDANCY (FOR EMPLOYEES ENTERING SERVICE AFTER 1 JULY 1997)

Payment for redundancy for those employees entering Trust Service AFTER 1 July 1997 will be paid as follows:

- a. 4 weeks in lieu of notice of redundancy.
- b. 4 weeks' entitlement at regular pay for completion of one full year's service.
- c. 2 weeks' entitlement at regular pay for completion of the second full year of service.
- d. No additional entitlements are provided.

Payment for redundancy for those employees entering Trust Service BEFORE 1 July 1997 will be paid according to Appendix B.

5.12 RESTRUCTURING/EMPLOYEE PROTECTION

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

- a. The person acquiring the business, or the part being sold or transferred:
 - (1) Has offered the employee employment in the business or the part being sold or transferred, and
 - (2) The conditions of employment offered to the employee by the person acquiring the business or the part being sold or transferred are the same as, or are no less favourable than, the employee's conditions of employment, including
 - (a) any service-related conditions, and
 - (b) any conditions relating to redundancy, and
 - (c) any conditions relating to superannuation.

- (3) The offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the employee in that business or part of the business, either:
 - (a) in the same capacity as that in which the employee was employed by the Trust, or
 - (b) in any capacity that the employee is willing to accept.

PART 6 - HEALTH AND SAFETY

6.1 HEALTH AND SAFETY AT WORK

The Trust and employees agree to comply with the Health and Safety at Work Act 2015, relevant Regulations and Trust manuals.

6.2 PROTECTIVE AND WORK CLOTHING (PPE)

- 6.2.1 Medical Procedure and Safety Clothing and Equipment that the Trust requires for use by the Employee will be provided. The Employee agrees to maintain and use this equipment in the manner intended and to store the equipment in the place provided by the Trust.
- 6.2.2 It is recognised that the use of appropriate clothing and Safety Equipment is a matter of Health and Safety and the Employees are required to use such equipment and clothing at all times where required while working.
- 6.2.3 It is recognised by both the Employee and Trust that failure to wear appropriate work clothing and to properly utilise Safety Equipment and procedures is considered Serious Misconduct and may lead to immediate dismissal.
- 6.2.4 Where because of the nature of the work being performed safety footwear or conventional gum boots are required to be worn, employees will be supplied with one pair of the required footwear by the Trust. Trust supplied footwear will be replaced subject to fair wear and tear.
- 6.2.5 All employees will wear appropriate footwear at all times while at work.
- 6.2.6 Employees will be issued with appropriate eye protection where they are required to work in eye danger areas.
- 6.2.7 For those administration employees who work the majority of their working hours on computers, the employer shall reimburse the employee for 50% of the cost of eye tests, once every two years, or such other frequency as shall, in the opinion of the employer, be necessary in the circumstances.
- 6.2.8 In addition to the provision of hearing protection equipment, the Trust will arrange and meet the costs of annual audiometric testing for all employees who are required to regularly work in designated noise hazard areas.

6.3 SAFE STAFFING AND HEALTHY WORKPLACES

6.3.1 The Trust is committed to providing safe staffing and healthy workplaces for their employees.

6.4 WHANAU/FAMILY FRIENDLY POLICIES

6.4.1 Employers and employees recognise the value of whanau/family and will endeavour to promote whanau/family friendly policies.

PART 7 - REPRESENTATION

7.1 EMPLOYEES' REPRESENTATIVE ACCESS

In addition to the access provisions of the Employment Relations Act 2000, officers of an employee organisation who represent employees who are party to this contract shall on reasonable grounds be able to enter the workplace providing they:

- a. Enter at reasonable times while the employee to whom they want access is working.
- b. Act in a reasonable way having regard to the Trust's normal business operations.
- c. Comply with the Trust's procedures and requirements regarding safety, health, and security.

7.2 EMPLOYEE DELEGATES

- a. The Trust will recognise the employee/s who are elected or otherwise appointed to represent other Trust employees.
- b. A delegate, with the Trust's prior permission, can conduct business on behalf of the employees represented, while on duty and on pay. This provision extends to an employee elected or appointed to deputise for a delegate during the delegate's absence.
- c. Delegates with approval from the Trust may be granted additional leave to attend delegates training while on pay. This approval will not be unreasonably withheld.

7.3 DEDUCTION OF EMPLOYEE ORGANISATION FEES

- a. Where an employee has authorised in writing the deduction of fees for an employee representative organisation party to this contract, the Trust will remit, at not more than monthly intervals, such deductions to the employee representative organisation together with a list of employees for whom the deductions have been made.

7.4 EMPLOYEE ORGANISATION MEETINGS

Employees who are party to this agreement are entitled on ordinary pay to attend 2 Union meetings of 2 hours maximum duration per calendar year subject to 14 days' notice at the time of the meeting. The NZNO will supply the Trust with a list of members who attended the meeting and advise the Trust of the meeting's duration. Providing that at all times

sufficient numbers of employees are available at work to enable the Trust's business operations to continue, requiring:

- a. That no less than minimum safe staffing levels are maintained within each of the Trust's operating units and departments during the meetings, and
- b. Where necessary, meetings may be repeated with partial staff attendance at each.

PART 8 - CONSULTATION AND MANAGEMENT OF CHANGE

8.1 MANAGEMENT OF CHANGE

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.

The employer recognises the role of the employee's staff delegate and the NZNO in assisting in the positive management of change.

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.

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.

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.

8.2 CONSULTATION

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.

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.

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.

Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.

The consultation process will give employees affected, or likely to be affected, by any significant change to staffing, structures or work practise, 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.

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. 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, business-like, safe and professional manner.

PART 9 – EMPLOYMENT RELATIONSHIP PROBLEMS

- a. The Employment Relations Act 2000 states that an employment relationship problem includes a personal grievance, a dispute and any other problems relating to or arising out of an employment relationship, but does not include any problem relating to the fixing of new terms and conditions of employment.
- b. An employment Relationship problem shall be dealt with in accordance with the procedure which is in Appendix (D) to this Agreement.
- c. Should the employee wish to raise a personal grievance she/ he must raise the grievance with his or her employer within 90 days from 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?
- d. The Mediation Service provides services intended as the first step in resolving problems that have been unable to be resolved between the employer and the employee. Unresolved problems may be referred to the Employment Relations Authority and in some circumstances to the Employment Court. The procedures available also apply in the case of personal grievances and disputes. A personal

grievance must be raised within 90 days of the relevant date. If the personal grievance relates to sexual harassment, the employee has 12 months from when the action or incident occurred or first came to the employee's attention, in which to raise a grievance with the employer.

PART 10 - POLICIES AND PROCEDURES

- a. All employees covered by the Agreement shall comply with the employer's policies and procedures in force from time to time, to the extent that such policies and procedures are not inconsistent with the terms and conditions of this Agreement.
- b. The employee 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.

Vulnerable Children's Act 2014

- c. Where employers are required under the Vulnerable Children's Act 2014 to safety check employees who will have contact with children, the parties agree that all employees covered by this agreement may be required to undergo such checks as prescribed by Regulation. This may include both vetting and screening processes. An employee who refuses to participate in the required safety checks or who does not pass such required screening may have their employment terminated.

PART 11 - SIGNATORIES TO THE COLLECTIVE AGREEMENT

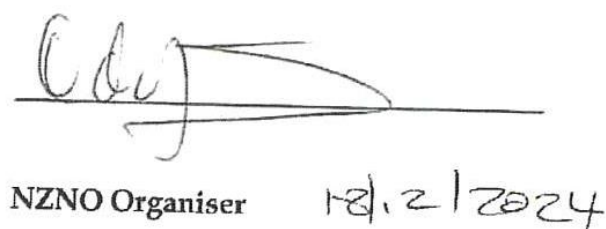
This Collective Employment Agreement has been executed on this day the _____

Signed for and on behalf of:

Whangaroa Health Services Trust

New Zealand Nurses Organisation


Chief Executive Officer


NZNO Organiser 18.2.2024

APPENDIX A - RATES OF REMUNERATION

A.1 APPOINTMENT SALARIES/WAGES

On appointment, the Trust will place employees on the appropriate salary/wage within the applicable scale taking account of:

- a. previous work or other relevant experience,
- b. relevant education and qualifications,
- c. job content and complexity

A.2 SALARY PROGRESSION

Annual progression of salaries will take place at each anniversary of an employee's service subject to the Trust being satisfied as to the employee's performance of their duties in the job assigned. Such progression will not be withheld unless the employer has been discussing the employee's service and performance and has set in place training and support.

In this case the salary progression may be delayed but the employee should have the opportunity to request a review of salary when the employee has met the criteria at the appropriate pay scale.

A.3 RECOGNITION OF PREVIOUS EXPERIENCE AND FURTHER QUALIFICATIONS FOR SALARY PUPOSES

- a. Where an employee has prior experience in a similar or related job to that to which the employee is appointed or promoted, that experience will be counted by the Trust in fixing the commencement salary.
- b. Where an employee has during service with the Trust successfully completed studies towards additional job-related qualifications; such qualifications will be counted by the Trust in determining salary progression.

A.4 SALARY INCREMENTS WHILE ON LEAVE

An employee's entitlement to salary progression will continue during all periods of paid leave of absence and while absent on study leave without pay, provided that:

- The employee meets the agreed criteria upon their return to work.
- Salary reviews will not be undertaken where an employee is absent on unpaid leave.

A.5 REVIEW OF SALARY DECISIONS

Appointment

Upon appointment the rate of pay will be set taking into account previous experience and years' post-graduation and relevant post-graduation qualifications into account. Retention and recruitment will also be taken into account.

Annual Wage Reviews

Review of rates of pay will be undertaken annually following a performance appraisal to be completed on or around the employee's anniversary of employment. Service shall be deemed to start from the first day of employment. An employee representative and a support person may be involved in the review process should the individual staff member require it.

Merit Step

A merit step is designed to recognise exceptional commitment and contribution towards achievement of the employer's quality objectives.

Grading to the merit step will be based on an employee performing a recognised and ongoing leadership role in their areas of responsibility.

Right of Review

Any employee who is dissatisfied with their assessment may within 7 days of being advised of the assessment, request a review. A request for a review should be made in writing to the CEO, stating the grounds for the request.

The CEO will review the decision in conjunction with the relevant Area Coordinator and respond with a final decision within 28 days of receipt of the request.

Progression

Accelerated progression through the pay scales is possible through written application by the staff member and by agreement with the employer.

A.6 SALARY SCALES FOR: 30th June 2023 to 31st May 2024

The following scales shall apply from the commencement of the pay period immediately following the signing of this agreement and is backdated from the commencement of this Agreement.

A.7 MERIT

All staff subject to this agreement

Where any staff member subject to this agreement performs tasks substantially outside the basic job description or performs at a consistently high level, the employee shall be entitled to an additional payment above their ordinary hourly rate.

The merit levels will be remunerated at the following rates:

Merit Level 1 \$1.00

Merit Level 2 \$1.50

Each merit level can be awarded individually, with it not being necessary to attain merit level 1 prior to attaining merit level 2. The merit levels shall be summated for that staffs that meets responsibilities in both of the merit levels.

Awarding of merit shall include, but is not restricted to, the following responsibilities.

Merit Level 1

DOMESTIC AND FOOD SERVICES STAFF
Additional responsibilities eg IT, practice/workplace administration, shift team leader
Exemplary performance of routine duties
Staff supervision and/or mentoring of staff
Note: An employee who fulfils 2 or more of the responsibilities listed will be eligible for Merit Level 1.

ADMINISTRATION STAFF
Additional responsibilities e.g. IT, practice/workplace administration, shift team leader
Exemplary performance of routine duties
Staff supervision and/or mentoring of staff
Note: An employee who fulfils 2 or more of the responsibilities listed will be eligible for Merit Level 1.

MAINTENANCE STAFF
Additional responsibilities e.g. IT, practice/workplace administration, shift team leader
Exemplary performance of routine duties
Staff supervision and/or mentoring of staff
Note: An employee who fulfils 2 or more of the responsibilities listed will be eligible for Merit Level 1.

CAREGIVERS/HEALTH CARE ASSISTANTS AND DIVERSIONAL THERAPIST
Additional responsibilities eg IT, practice/workplace administration, shift team leader
Exemplary performance of routine duties
Staff supervision and/or mentoring of staff
Note: An employee who fulfils 2 or more of the responsibilities listed will be eligible for Merit Level 1.

REGISTERED NURSE/ENROLLED NURSES
Additional responsibilities eg IT, practice/workplace administration, shift team leader
Exemplary performance of routine duties
Staff supervision and/or mentoring of staff
Post Graduate qualification in relevant area
Proficient Level PDRP Portfolio
Note: An employee who fulfils 2 or more of the responsibilities listed will be eligible for Merit Level 1.

Merit Level 2

ALL SUPPORT STAFF SUBJECT TO THIS AGREEMENT
Consistent high performance of duties
Developing and implementing any project that is seen to enhance the service delivery of Whangaroa Health Services
Staff supervision and/or mentoring of staff
Completion of recognised qualification in relevant field up to the level of 7 on the NZQA framework: <ul style="list-style-type: none">• Diploma• Bachelor
Note: An employee who fulfils 2 or more of the responsibilities listed will be eligible for Merit Level 1.

Merit Level 2

REGISTERED NURSE/ENROLLED NURSES
Consistent high involvement in clinical case management
Developing and implementing any project that is seen to enhance the service delivery of Whangaroa Health Services
Exemplary performance of routine duties
Staff supervision and/or mentoring of staff
Post Graduate qualification in relevant area
Expert Level PDRP Portfolio
Note: An employee who fulfils 2 or more of the responsibilities listed will be eligible for Merit Level 1.

Note: Access to Merits is only after highest step of remuneration has been completed.

A.1 REVIEW OF SALARY DECISIONS

Appointment

Upon appointment the rate of pay will be set taking into account previous experience and years' post-graduation and relevant post-graduation qualifications into account. Retention and recruitment will also be taken into account.

Annual Wage Reviews

Review of rates of pay will be undertaken annually following a performance appraisal to be completed on or around the employee's anniversary of employment. Service shall be deemed to start from the first day of employment. An employee representative and a support person may be involved in the review process should the individual staff member require it.

Merit Step

A merit step is designed to recognise exceptional commitment and contribution towards achievement of the employer's quality objectives.

Grading to the merit step will be based on an employee performing a recognised and ongoing leadership role in their areas of responsibility.

Right of Review

Any employee who is dissatisfied with their assessment may within 7 days of being advised of the assessment, request a review. A request for a review should be made in writing to the CEO, stating the grounds for the request.

The CEO will review the decision in conjunction with the relevant Area Coordinator and respond with a final decision within 28 days of receipt of the request.

Progression

Accelerated progression through the pay scales is possible through written application by the staff member and by agreement with the employer.

A.2 SALARY SCALES FOR: 31st March 2020 to 1st April 2021

The following scales shall apply from the commencement of the pay period immediately following

the signing of this agreement and is backdated from the commencement of this Agreement.

A.3 MERIT

All staff subject to this agreement

Where any staff member subject to this agreement performs tasks substantially outside the basic job description or performs at a consistently high level, the employee shall be entitled to an additional payment above their ordinary hourly rate.

The merit levels will be remunerated at the following rates:

Merit Level 1 \$1.00

Merit Level 2 \$1.50

Each merit level can be awarded individually, with it not being necessary to attain merit level 1 prior to attaining merit level 2. The merit levels shall be summated for that staffs that meets responsibilities in both of the merit levels.

Awarding of merit shall include, but is not restricted to, the following responsibilities.

Merit Level 1

REGISTERED NURSE/ENROLLED NURSES
Additional responsibilities eg IT, practice/workplace administration, shift team leader
Exemplary performance of routine duties
Staff supervision and/or mentoring of staff
Post Graduate qualification in relevant area
Proficient Level PDRP Portfolio
Note: An employee who fulfils 2 or more of the responsibilities listed will be eligible for Merit Level 1.

Merit Level 2

REGISTERED NURSE/ENROLLED NURSES
Consistent high involvement in clinical case management
Developing and implementing any project that is seen to enhance the service delivery of Whangaroa Health Services
Exemplary performance of routine duties
Staff supervision and/or mentoring of staff
Post Graduate qualification in relevant area
Expert Level PDRP Portfolio
Note: An employee who fulfils 2 or more of the responsibilities listed will be eligible for Merit Level 1.

Note: Access to Merits is only after highest step of remuneration has been completed.

Enrolled Nurses		Per Annum	Per Hour	Criteria
	Level	2017/18		
	Merit			Merit –See Section A.7 for overview of criteria
	4	54,237	26.08	36 months service, & 4 compulsory in-service sessions, & 1 additional course/ in-service training and key leadership/ facilitation role in identified agreed areas of responsibility
	3	51,134	24.58	24 months service, & 4 compulsory in-service sessions, & 1 additional course/ in-service training and key leadership/ facilitation role in identified agreed areas of responsibility
	2	48,009	23.08	12 months service, & 4 compulsory in-service sessions, & 1 additional course/ in-service training.
	1	44,146	21.22	Appointment.
Registered/ Practice				
	Level	2017/18		
	Merit			Merit –See Section A.7 for overview of criteria
	6	66,229	31.84	72 months service or six years relevant post graduate employment, plus 5 compulsory in-service
	5	65,299	31.39	60 months service or 5 years relevant post graduate employment, plus 5 compulsory in-service.
	4	62,281	29.94	48 months service or 4 years relevant post graduate employment, plus 5 compulsory in-service.
	3	59,241	28.48	36 months service or 3 years relevant post graduate employment, plus 5 compulsory in-
	2	56,180	27.01	24 months service or 2 years relevant post graduate employment, plus 5 compulsory in-
	1	53,160	25.56	Up to 12 months service or 1 year relevant post graduate employment, plus 5 compulsory in-

Domestic & Food Service Staff		Per Annum	Per Hour	Criteria
	Level	2020/21		
	Merit			Merit -See Section A.7 for overview of criteria
	3	42,917	20.66	24 months service, & 4 compulsory in-service, & 1 other in-service or relevant training, and a key quality project.
	2	41,660	20.03	12 months service, & 4 compulsory in-service sessions, & 1 additional course/ in-service training and key leadership/ facilitation role in identified agreed areas of responsibility.
	1	39,312	18.90	Appointment
Administrative Staff		Per Annum	Per Hour	Criteria
	Level	2020/21		
	Merit			Merit -See Section A.7 for overview of criteria
	4	47,196	22.69	36 months service, & 4 compulsory in-service, & 1 other in-service or relevant training, and a key quality project.
	3	45,906	22.07	24 months service, & 4 compulsory in-service sessions, & 1 additional course/ in-service training and key leadership/ facilitation role in identified agreed areas of responsibility.
	2	42,869	20.61	12 months service, & 4 compulsory in-service sessions, & 1 additional course/ in-service training and key leadership/ facilitation role in identified agreed areas of responsibility.

	1	38,376	18.90	Appointment.
--	---	--------	-------	--------------

Maintenance Staff		Per Annum	Per Hour	Criteria
	Level	2017/18		
	Merit			Merit -See Section A.7 for overview of criteria
	5	43,701	21.01	48 months service, & 4 compulsory in-service, & 1 other in-service or relevant training, and a key quality project.
	4	42,328	20.35	36 months service, & 4 compulsory in-service sessions, & 1 additional course/ in-service training and key leadership/ facilitation role in identified agreed areas of responsibility.
	3	40,893	19.66	24 months service, & 4 compulsory in-service sessions, & 1 additional course/ in-service training and key leadership/ facilitation role in identified agreed areas of responsibility.
	2	39,604	19.04	12 months service, & 4 compulsory in-service sessions, & 1 additional course/ in-service training.
	1	38,168	18.90	Appointment

Health Care Assistants, Diversional Therapists, Activities Coordinators, Recreational Therapists, Physiotherapy Assistants and Occupational Therapy Assistants PAY SCALE FROM 1 JULY 2017 as per equal pay settlement (pay scale one)

Step		1 July 2017 Year 1	1 July 2018 Year 2	1 July 2019 Year 3 and 4	1 July 2021 Year 5	1 June 2023
1	No formal qualification or <3 years service	\$19.00	\$19.80	\$20.50	\$21.50	\$23.75
2	Level 2* or 3+ years service	\$20.00	\$21.00	\$21.50	\$23.00	\$24.06
3	Level 3* or 8+ years service	\$21.00	\$22.50	\$23.00	\$25.00	\$26.16
4	Level 4* or 12+ years service	\$23.50	\$24.50	\$25.50	\$27.00	\$28.25
Existing employees who reach 12 years' current continuous service after 1 July 2017 and who have not achieved a Level 4 Certificate						\$27.20

*"Qualifications" are those recognised by NZQA

Registered Nurses	New Rate
Step 1 (New Grade)	\$30.31
Step 2	\$32.82
Step 3	\$34.86

Step 4	\$36.83
Step 5	\$40.92
Step 6*	\$42.15
Step 7*	\$43.41

*To qualify for the Qualification allowance at RN Step 6, the Registered Nurse must hold a post graduate certificate in aged care (Level 8 papers in assessment and wellbeing of the older person, or equivalent), and must accept appropriate portfolio responsibilities (e.g. wound care, infection control). The employer will ensure there are appropriate portfolios available for employees who agree to hold one.

Enrolled Nurses	New Rate
Step 1 (New Grade)	\$29.31
Step 2	\$30.67
Step 3	\$31.41
Step 4	\$32.47
Step 5	\$33.52

PDRP payment is an annual payment in accordance with the table below and shall be made on proof of completion.

	Competent	Proficient	Expert
Enrolled Nurse	\$1,000	\$3,000	\$4,500
Registered Nurse	\$1,250	\$3,000	\$4,500

Support Workers

Household Cleaner, Kitchen Assistant, Laundry	Rates 2023
Step 1 Start No relevant qualification or less than 2 years' consecutive service	\$23.75
Step 2 NZQA Level 2 qualification or more than 2 years' consecutive service	\$24.12
Step 3 NZQA Level 3 Certificate in cleaning qualification or more than 3 years' consecutive service	\$24.45
Step 4 NZQA Level 3 (Specialist Cleaning Strand/Supervision Strand) or more than 4 years' consecutive service	\$25.44
Maintenance/Grounds	
Step 1 Less than 1 year's consecutive service	\$23.75
Step 2 After 12 months' consecutive service	\$24.14
Step 3 After 2 years' consecutive service	\$24.73
Step 4 After 3 years' consecutive service	\$25.44
Receptionist	
Step 1 Less than 12 months' service	\$23.75
Step 2 After 12 months' consecutive service	\$24.14
Step 3 After 2 years' consecutive service	\$24.73
Step 4 After 3 years' consecutive service	\$25.50

ADDENDIX B -

ENTITLEMENTS CARRIED OVER FROM PREVIOUS CONTRACTS WITH NORTHLAND HEALTH AND CARRIED FORWARD BY THE TRUST.

Entitlements in this section apply to employees hired before 1 July 1997.

B.1 REDUNDANCY

- a. The Trust will advise the affected employees and employee's representative at least one month prior to the date that the notice specified by clause 5.4 is to be given to the redundant employee of the termination of their employment. The period of advance notice is to be used by the Trust, the employees and the employees' representative to discuss and decide the applicability of attrition, redeployment, early retirement or retraining as alternatives to terminating each affected employee's service through redundancy.
- b. Definition
 - (1) "Redundant employee" means an employee whose employment is terminated as being surplus to existing requirements by reason of the closing down or re-organisation of the whole or part of the Trust's operations.
 - (2) An employee shall not be deemed to be redundant if:
 - (a) Immediately prior to the termination the employee is employed on a temporary basis.
 - (b) The employee has attained retirement age, or
 - (c) The employee is offered and accepts alternative employment within the same site or institution
- c. Compensation: When an employee is made redundant, any redundancy compensation paid shall be based on the employee's period of continuous service with the Trust and be no more than:
 - (1.) 12% of normal pay for the preceding 12 months or part thereof for employees with less than 12 months service,
 - (2.) 4% of normal pay for the preceding 12 months multiplied by the number of years of service with the Trust minus 1, up to a maximum of 19 years,

- (3.) Where the total period of service with the Trust is less than 20 years, 0.333% of normal pay for the preceding 12 months multiplied by the number of completed months in addition to the completed years of service, and
- (4) Where an employee has 10 or more years' service, the Retiring Gratuity provided for by clause 5.7, or
- (5) Where an employee with not less than 8 but less than 10 years' service, an additional 2 weeks ordinary pay, or
- (6) Where an employee with not less than 5 but less than 8 years' service, an additional one weeks ordinary pay.

Excluding any Retiring Gratuity paid, the total amount paid to an employee under this sub-clause shall not exceed the ordinary pay the employee would have received between their termination date and the date of their normal retirement.

- d. Payment in lieu of notice - In the absence of the notice specified by sub-clause a. of this clause, a redundant employee will be paid 8.33% of ordinary pay for the preceding 12 months in lieu of such notice.
- e. Payment for unused holidays any unused Annual, Service and Long Service Leave which is due to a redundant employee will be separately cashed up and paid out at the date of termination.
- f. Redeployment - Where an employee is re-deployed to a new job at the same or lower salary, the employee will not receive redundancy compensation, instead.
 - (1) Where the new job is a, a lower salary, an equalisation allowance will be paid to maintain the salary of the employee at the rate paid to the employee at the date of their redeployment,
 - (a) By way of an allowance equal to the difference between the old and new salaries,
 - (b) Abated by an amount equal to any subsequent salary increases, and
 - (c) For a period of one year.
- g. Counselling and budgetary advice: The Trust may make available to employees whose employment is to be terminated through redundancy, appropriate counselling and budgetary advice for 'those employees and their families.

- h. Job search assistance - During the notice period prior to an employee's termination through redundancy the Trust may assist affected employees in job search by granting paid leave of absence to attend job interviews,

B.2 LONG SERVICE LEAVE

Employees who have served under the previous Northland Health Collective Contract and who qualified under that contract for Long Service Leave will retain that entitlement. Upon completing 20 years continuous (Unbroken by more than 3 Months) service with the employer (Northland Health or another New Zealand Health Service Organisation AND Whangaroa Health Services Trust) are entitled to 4 weeks Long Service Leave in recognition of that service.

B.2.1 This provision is not available to WHST employees employed after 1 January 1997.

APPENDIX C

SERIOUS MISCONDUCT DEFINED

Whangaroa Health Services Trust's definition of Serious Misconduct is contained in this APPENDIX and indicates those areas that the Employee may be subject to immediate dismissal.

1.0 SERIOUS MISCONDUCT

- 1.1 Fighting - assault either verbal or physical.
- 1.2 Direct Disobedience - the open and deliberate refusal by the Employee to obey a lawful and reasonable instruction given by a person in authority.
- 1.3 Breach of certain work rules or prescribed professional procedures.
- 1.4 Unauthorised use, or under the influence of alcohol or dangerous substances in the work place.
- 1.5 Unauthorised possession of alcohol or dangerous substances in the workplace.
- 1.6 Unauthorised possession of the Trust's or another Employees property.
- 1.7 Deliberate misuse of Trust property or willful damage.
- 1.8 Negligence
- 1.9 Unauthorised disclosure of Confidential Information.
- 1.10 Unauthorised Leave - absence of more than two days without authorisation
- 1.11 Breach of Health and Safety requirements.
- 1.12 Failure to use properly and/or keep in good repair required treatment and safety equipment.
- 1.13 Conviction of a criminal offence resulting in imprisonment.

Other breaches of conduct or behaviour will be dealt with through the Trust's Procedural Fairness Programme which involves the Trust and the Employee working together to remedy inappropriate activities in Trust facilities.

APPENDIX D
PROCEDURE FOR RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS
(Including Personal grievances)

An employment relationship problem includes a personal grievance, a dispute and any other problem arising out of the employment relationship. It does not include problems associated with the fixing of new terms and conditions of employment.

This procedure applies to the settlement of all employment relationship problems within Whangaroa Health Services Trust. Employees may wish to involve their chosen representative at any stage during the process.

Personal grievances are about situations where the employee believes the employing organisation has acted unfairly towards them. In such situations the employee must advise the employer within 90 days of the incident occurring or coming to the employee's attention. Otherwise a personal grievance cannot be taken up (unless there are exceptional circumstances).

If the personal grievance relates to sexual harassment, the employee has 12 months from when the action/incident occurred or first came to the employee's attention in which to raise a grievance with the employer.

The employee should always take some time to clarify what the problem is and remember to check their facts to make sure nothing has been assumed or misunderstood. The employee is encouraged to seek the advice of a support person such as the Union delegate or Organiser, a friend or an advisor, or they can call the Employment Relations Infoline (free phone 0800 800 863).

PROCEDURE

Step 1: In the first instance the problem should be discussed with the Departmental Head or if this is not possible the CEO. If preferred the matter may be advised in writing or through the employee's Union delegate or support person.

Step 2: If the matter is not resolved, the employee can write a letter outlining the problem/ grievance including relevant information and the desired solution to the problem. Following receipt of the letter the employer will arrange a meeting as soon as possible to attempt to resolve the matter. If either side feels unable to reach agreement, they will need to advise the other party of the reasons.

Step 3: If the matter remains unresolved the employee (and their representative) or the Whangaroa Health Services Trust can do any of the following:

- Contact the Employment Relations Infoline (0800 800 863), that they may provide information or refer on to mediation.
- Participate in mediation services provided by the Employment Relations Service.
- If agreement is reached the Employment Relations Service Mediator can sign the agreed settlement which is binding to both parties.

- If mediation does not resolve the problem, either or both parties can take the problem to the Employment Relations Authority for investigation.
- The Employment Relations Authority may direct both parties back to mediation if it will be useful.
- The Authority can investigate and make a determination about the problem.
- If both or one of the parties is dissatisfied with the determination of the Authority the matter can be taken to the Employment Court for a hearing. The Court may also refer the parties back for more mediation.

Note: New Table of Contents to be inserted when the Collective Agreement is reviewed in 2024.