



**Healthcare of New Zealand Limited**

**and**

**NZCare Group Limited**

**MULTI-EMPLOYER  
COLLECTIVE  
AGREEMENT**

**1 November 2018 – 31 October 2020**



## **THE NEW ZEALAND NURSES ORGANISATION**

The New Zealand Nurses Organisation (NZNO) is the leading professional body and nursing union in Aotearoa New Zealand, representing over 50,000 nurses and health workers on a range of employment-related and professional issues.

Te Runanga o Aotearoa is the arm through which our Te Tiriti o Waitangi partnership is articulated.

NZNO members include nurses, midwives, students, kaimahi hauora, health care workers and allied health professionals. Our MECA at Healthcare of New Zealand and NZCare Group Ltd covers Registered Nurses, Enrolled Nurses and Health Advisors

NZNO provides leadership, research and support for professional excellence in nursing, provides employment-related representation, negotiates collective employment agreements on behalf of its members and collaborates with government and other agencies throughout the health sector. Nurses are the largest group of health professionals comprising half the health workforce.

The NZNO vision is "Freed to care, Proud to nurse".

Our members enhance the health and wellbeing of all people of Aotearoa New Zealand and are united in their professional and industrial aspirations to achieve a safe, sustainable and accessible system of public health care for all New Zealanders.

## **STATEMENT OF THE BOARD OF HEALTHCARE OF NEW ZEALAND HOLDINGS LIMITED**

### **DIGNITY – RESPECT - SUPPORT**

We are committed to the provision of high quality superior services which will enhance the quality of care of our clients.

We have a commitment to provide services to benefit clients and their families, recognising individuality, in an environment requiring sensitivity and understanding, using the best trained and experienced health professionals possible.

We will maintain a flexible attitude and cooperate with families and other organisations concerned with the provision of quality care and dignity for clients.

We have a commitment to continually evaluate and monitor our care, ensuring progressive quality care of patients.

We have a commitment to provide leadership and resources needed to foster the well-being of both clients and staff, and a quality of communication which brings understanding and support and which allows change.

We expect staff to perform to high levels of skills within their profession, to be involved in continuing education and to share the commitment to excellence of care for clients.

We will work together to create a financially viable and successful enterprise.

We will strive at all times to be a good employer, to provide equal opportunity and a safe, healthy working environment.

We welcome staff as a valued contributor to our community services.

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## **1 PARTIES**

This Multi Employer Collective Agreement (MECA) is made in accordance with the Employment Relations Act 2000 and its amendments.

The Parties to this agreement are:

Healthcare of New Zealand Limited and NZCare Group Limited (The Employer)

and

The New Zealand Nurses Organisation (The Union)

## **2 COVERAGE**

This MECA shall cover all generalist registered and enrolled nurses, health advisors and nurse coordinators (working in nursing services) who are members of NZNO and employed by the Employer; Healthcare of New Zealand Limited or NZCare Group Limited, with the exception of:

- Nurse Managers
- Clinical Managers
- Team Leaders
- Nurse Leaders

## **3 TERM**

This MECA commences on 1 November 2018 and continues in force until 31 October 2020.

This MECA supersedes and disposes of all previous arrangements, understanding and agreement between the parties whether in writing or not

This MECA is to be read in conjunction with the associated appendices, the Employee's letter of appointment, the job description and any policies and procedures adopted by the Employer.

## **4 NEW EMPLOYEES**

A copy of this MECA will be provided to all new employees who fit within coverage of this MECA along with the contact details for NZNO.

## **5 VARIATION**

This MECA may be varied in writing during its term by agreement between the Employers and NZNO.

## **6 GOOD FAITH PRINCIPLES**

The Employer, NZNO and employees recognise that their interests are mutually dependent. Therefore, in addition to any mandatory good faith principles, the parties recognise the following:

The requirement to achieve the Employer's business goals and serve its customers and manage within the resources available and meet its legal obligations.

The importance of staff views being taken into account, because the relationship between the Employer and staff is a key determinant of the Employer achieving its goals.

The benefit to staff of being involved in decisions which affect them.

The importance of the role of NZNO as the representative of its members employed by the Employer.

These principles may need to be reviewed in line with any Government-promulgated Code of Good Faith.

## **7 DEFINITIONS**

*Employee:* Any person employed by the Employer, and whose position is covered by this MECA.

*Casual Employee:* An employee who has no guaranteed hours or days of work and who works as and when required by the employer in order to meet the demands of peak workloads or short term absences. Casual employees can not be used to replace genuine permanent or temporary situations except to meet business requirements when no other alternative is available.

*Full time Employee:* A full time employee is one who works on set days of the week or a set number of hours each week. The hours are 32 or more per week. A normal full time working week is 40 hours.

*Part Time Employee:* The hours of work for a part-time employee are on set days of the week or a set number of hours each week. The hours are less than 32 per week.

*Fixed Term:* Means an employee who is employed, either on a full or part time basis, for a finite period for a specific task or project, or whose employment ends on the occurrence of a specified event.

*Intellectual Property:* Means all intellectual and industrial property rights and interests (including common law rights and interests) owned or held by the Employer, or lawfully used by the Employer, including, without limitation:

- (a) patents, trademarks, service marks, copyright, registered designs, trade names, symbols, and logos;
- (b) patent applications and applications to register trademarks, service marks and designs; and formulae, methods, plans, data, drawings, specifications, characteristics, equipment, designs, inventions, discoveries, improvements, know-how, experience, software products, trade secrets, price lists, costings, brochures and other information used by the Employer.

## **8 PROFESSIONAL DEVELOPMENT RECOGNITION PROGRAMME**

The Employer has a Professional Development Recognition Programme (PDRP) available to Registered (RN) and Enrolled Nurses (EN).

All staff employed as RNs and ENs at Healthcare NZ are required to fully participate with the PDRP programme.

Transition to Proficient and Expert/Accomplished level is voluntary. In recognition of the growing importance of employing nurses at these levels, an allowance will be paid fortnightly (pro rated for part time employees) whilst the employee maintains that level of practice.

The rates of these allowances on an FTE are as follows:

RN Proficient \$3,000 pa

RN Expert \$4,500 pa

EN Proficient \$3,000 pa

EN Accomplished \$4,500 pa

Please note there is no allowance for nurses assessed at Competent level

Employees working on their PDRP portfolio will be further supported to do so via paid study leave as follows

- Competent & Proficient level – 8 hours (pro rated to part time)
- Expert/Accomplished level – 16 hours (pro rated to part time)

At commencement of employment, staff who have demonstrated Proficient or Expert/Accomplished level within another organisation will be employed at a negotiated level where there is demonstrated competence from their previous employer. Within three months of employment, orientation requirements must be met. Within six months of appointment, or as otherwise agreed, verification of the level appointed on or formal progression on the PDRP will apply.

## **9 APPRAISAL - ALSO REFER TO PAY STEP PROGRESSION CRITERIA AS PER CLAUSE 38.1**

All nurses must have an appraisal completed annually.

## **10 HOURS OF WORK**

Hours of work will be outlined in the letter of appointment.

## **11 MEAL AND REST BREAKS**

Rest breaks are paid time and may be taken between client visits (field based) or while working in the office. Meal breaks are unpaid time.

Calculation of entitlement to rest and meal breaks:

- (a) If an employee's work period is 2 hours or more but not more than 4 hours, the employee is entitled to one 15-minute paid rest break.
- (b) If an employee's work period is more than 4 hours but not more than 6 hours, the employee is entitled to:
  - i. one 15-minute paid rest break; and
  - ii. one 30-minute unpaid meal break.
- (c) If an employee's work period is more than 6 hours but not more than 8 hours, the employee is entitled to:
  - i. two 15-minute paid rest breaks; and

- ii. one 30-minute unpaid meal break.
- (d) If an employee's work period is more than 8 hours, the employee is entitled to:
- i. the same breaks as specified in subsection (c); and
  - ii. the breaks as specified in subsections (a) and (b) as if the employee's work period had started at the end of the eighth hour.

The nature of the industry is that breaks are often either not feasible or taken "on the job". If they do occur breaks should be timed to occur in a manner that does not disrupt the provision of care and which best suits the needs of the clients.

A day's work may include an unpaid lunch break of up to one half-hour and two paid 15-minute tea breaks, as applicable. If breaks are not taken because they are not feasible the Employee will be rostered to work (and be paid) straight through.

Normally a break must be taken within five and a half hours of starting work.

## **12 REMUNERATION**

### **12.1 Wages**

Wages will be paid fortnightly into the Employee's nominated bank account.

If the Employee fails to complete timesheets on time they will not be paid until the following pay period, and continuing failure to regularly lodge timesheets constitutes misconduct.

Where the pay falls on a public holiday, the pay date will move to the previous working day. A schedule of pay dates will be provided six monthly.

### **12.2 Expenses**

Reimbursement for any reasonable expenses incurred shall be in accordance with Employer policy and will be in respect of expenses that are wholly and necessary in the course of the Employee's duties. Such expenses require approval in advance, except in the case of emergency.

### **12.3 Out of Town Expenses**

Expenses for out of town overnight on Employer business, for accommodation and meals will be paid direct by the Employer to the hotel/motel or reimbursed in accordance with Employer policy.

This does not apply to employees whose work requires them to sleep overnight in a client's home whether or not work is actually undertaken.

### **12.4 Deductions**

If by mistake the Employee has been overpaid salary, wages or expenses the Employer may recover the amount of overpayment. The Employer will provide a written explanation of the reasons for the overpayment and the amount involved, and will consult with the Employee about the frequency and amount of recovery.

The Employee agrees and consents that on termination of employment the Employer may make reasonable deductions from the final pay for the value of any leave taken in advance, company property not returned or any unauthorised expenditure or debt. The Employer will consult with the Employee prior to making any deductions.

## **12.5 Overtime**

In some circumstances overtime may apply, e.g. where an employee has been specifically requested by their manager to work beyond their normal 40 hour in any one week, at an overtime rate of T1.5. In such instances and prior to the employee undertaking the work assignment, authority will be obtained from the local Manager or the General Manager.

## **13 LEAVE**

All types of leave shall be managed in accordance with available legislation and in line with the Employer's Leave Policies. In doing so no Employee shall be disadvantaged from current entitlements.

### **13.1 Public Holidays**

Subject to the following, public holidays shall be in accordance with the Holidays Act 2003.

Unless otherwise agreed the recognised holidays are:

- Christmas Day
- Boxing Day
- New Year's Day
- The second day of January
- Waitangi Day
- Good Friday
- Easter Monday
- Anzac Day
- The birthday of the reigning sovereign
- Labour Day
- Anniversary Day

Where an employee is required to work on a recognised Public Holiday and that day would normally be a working day, the day will be paid at time one and a half of the normal rate of pay for the number of hours actually worked for the day plus an alternative day on pay to be taken in accordance with the Holidays Act 2003.

Where a Public Holiday falls on a day normally scheduled to be worked and the employee does not work on that day, it shall be paid for on the basis of the hours normally worked on that day.

Where a part time employee's days are not fixed and they have worked on the day of the week that the Public Holiday falls for more than 40% of the time over the last three months, the employee shall be entitled to be paid for the Public Holiday at the rate of their relevant daily pay if the Public Holiday is not worked and paid at T1.5 for the hours worked (and an alternate paid day off) if the Public Holiday is worked.

Where an employee works on a day that would not normally be a working day, they are entitled to be paid at times one and a half of their normal hourly rate. The employee will not be entitled to an alternative holiday.

### **13.2 Annual Leave**

Annual leave will be in accordance with the Holidays Act 2003.

All employees shall, on the completion of twelve months continuous service, be entitled to annual leave of four weeks.

Generally annual leave should be taken within the year following that in which it is earned. Leave may not carry over beyond two years following that in which it was earned unless with the written approval of the Employee's Manager. Managers will ensure that staff have the opportunity to take leave within the year it is to be used.

After 10 years continuous service employees shall be entitled to five weeks annual leave per annum. The fifth week must be taken in the year that it is earned and cannot be carried over into the next year.

All leave is subject to approval in advance and applications must be made on the proper form.

Casual employees will be paid holiday pay fortnightly calculated at the rate of 8% of the gross fortnightly pay.

### **13.3 Sick Leave**

An employee may take sick leave if:

- the employee is sick or injured
- the employee's spouse is sick or injured
- a person who depends on the employee for care is sick or injured

Generally employees with less than six months services are not entitled to paid sick leave, though at the discretion of the Manager an employee with less than six months service may be granted sick leave.

After six months employment employees are entitled to ten days paid sick leave per year.

The entitlement shall be pro-rated for part-time employees except that a part-time employee shall receive no fewer than five working days paid sick leave in one year.

After two years service, paid sick leave may continue beyond this number of days by agreement.

Where absence is three or more consecutive working days an employee may be required to provide a medical certificate.

Unused sick leave may be carried over to the next year up to a maximum of 40 days in any one year.

### **13.4 Medical Health Consultations**

Wherever possible the employee is requested to make such appointments in out of work hours. Where this is not possible the Manager may allow the employee reasonable time for each visit.

### **13.5 Bereavement /Tangihanga Leave**

When an employee has worked for a period of 6 months, leave will be granted for each bereavement as follows:

Three days of paid leave on the death of a spouse/partner, parent, child, sibling, grandparent, grandchild or spouses / partners parent. The employee must advise the Manager of the requirement to take leave.

One day of bereavement leave on the death of anyone else, whom the Employer accepts, in good faith, the employee has a close association with. This leave must be applied for in advance using the appropriate forms where possible.

The Employer will have regard to relevant factors such as:

Whether the employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death; any cultural responsibilities for the employee in relation to the death.

### **13.6 Parental Leave**

Parental Leave shall be granted in accordance with the Parental Leave and Employment Protection Act 1987.

### **13.7 Compassionate Leave**

In the event of an employee finding it necessary to take leave without pay in order to assist a direct relative on compassionate grounds, or in any other similar situation, the Employer may grant such leave to a limit of three months without loss of current continuous service or position. The Employer acknowledges that approval of such request will not unreasonably be withheld.

### **13.8 Jury/Witness Service Leave**

An employee called on for jury/witness service is entitled to take paid jury service leave. When taking jury service leave the Employee is required to complete the leave form and must provide the fees to the Employer for the days they were due to work, but may retain the expenses. An employee may choose to take annual leave or leave without pay instead of paid jury service leave. Where annual leave or leave without pay is taken, the Employee may retain the jurors' fees and expenses.

Jury Service Leave is only granted in respect of the time spent on jury service or required by the Court as a witness. Any time during normal working hours when the Employee is not required by the Court, the Employee is to report back to work, where this is reasonable and practicable.

Witness leave does not apply where an employee is facing charges or involved in proceedings that they have initiated in their own interests.

## **14 CRIMINAL CONVICTIONS**

Employees employed under this agreement agree to keep the Employer informed of any criminal proceeding that might affect their employment. It is also a condition of employment that Employees may be required to undergo further police checks during employment. Failure to provide accurate information may result in initiation of the disciplinary process. Where convictions

are declared these will be assessed on a case by case basis in line with the guidance available in the Employer's Police Vetting Policy. Please see the appointment letter for details.

## **15 PRACTISING CERTIFICATES**

The Employer shall, upon production of evidence, reimburse the cost of annual practising certificates for Registered and Enrolled Nurses, except where the cost is met by another employer.

## **16 UNIFORMS**

A high standard of presentation and a professional image to clients is required. The employee may therefore be required to wear a uniform, in which case one may be subsidised by the Employer. Depending upon the nature of the work the employee may also be required to wear additional protective clothing provided by the Employer.

Where there is no requirement to wear a uniform, the Employer expects that the employee will present themselves in a professional manner consistent with the obligation to clients.

The employee is responsible for any uniform or other clothing or equipment or valuables (including money) issued or entrusted to the employee by the Employer or its clients.

## **17 CONFLICT OF INTEREST**

While employed by the Employer the employee must not act in competition to the Employer, either in the course of their employment or in preparation for future business ventures.

Should the employee intend to undertake secondary employment it shall be discussed with the appropriate manager before any such arrangement is entered into. Generally such employment may be undertaken so long as it does not conflict with employment with the Employer, or breach restraints of trade where applicable.

## **18 NON-SOLICITATION**

While employed by the Employer, and for a period of six months following termination of employment, an employee will not attempt to encourage or persuade any of the Employer's clients, suppliers, customers or employees to terminate or restrict their trade relations with the Employer.

## **19 INTELLECTUAL PROPERTY**

Employees will have access to the Employer's Intellectual Property during the course of their employment. All Intellectual Property of the Employer is owned solely by the Employer and must not be used, copied, disclosed to any other party without the Employer's written permission.

Where an employee contributes to any new Intellectual Property of the Employer during the course of employment, that new Intellectual Property will be owned solely by the Employer, unless otherwise agreed in writing by the Employer and employee.

## **20 CONFIDENTIALITY**

In the course of employment an employee will obtain and have access to a significant amount of confidential information, including the Employer's commercially sensitive information and personal information relating to other employees and clients (including their families' personal lives and circumstances, their medical condition and so on).

An employee must not publish or disclose to any third party any confidential information or knowledge that the employee may acquire or have acquired during the term of employment with the Employer, concerning confidential matters including the details of clients or their families, or the business affairs, property, clients, or other employees of the Employer. A breach of this provision may constitute serious misconduct.

Except in the proper performance of their duties, an employee must not remove, copy or disseminate without approval, any Employer information, manual, report, file or other data either in printed or electronic form.

The above restrictions apply during the course of the employment and afterwards.

These provisions do not limit the right to provide appropriate and relevant information about employment matters to the Union.

## **21 PERSONAL INFORMATION & PRIVACY**

The Employer collects personal information from each employee and holds that personal information in a confidential personal file for the purposes of recruitment, payroll, annual performance reviews, training and any other information relevant to the employment of that person. Individual Managers also hold personal information on each of their employees. All employees have the right to view this information upon request.

Should an employee believe that there has been a breach of their or any other person's privacy they should contact the Privacy Officer at Head Office in the first instance.

In order to maintain accurate records, it is important that the employee notifies the Employer of any change of address or other relevant information, including emergency contact details.

Following an employee's departure from the Company, the Employer is required to hold payroll details for IRD and other statutory purposes.

In the course of employment an employee will obtain and have access to a significant amount of personal information in relation to clients (and their families). All employees are expected to be familiar with their obligations under the Employer's Privacy Policy, and in particular, in relation to the Privacy Act's Privacy Principles in relation to collecting, using, accessing, and disclosing personal information. The Employer will be responsible for ongoing employee education in respect of privacy obligations.

## **22 INDEMNITY**

The Employer will indemnify the employee against all actions brought against the Employer or employees by a third party in respect of or arising out of the proper performance of the employees' lawful duties, other than those arising out of willful neglect, default, or misconduct on their part.

In the event where an employee is required to use their own or the client's motor vehicle and this requirement is set out in the client's support plan which has been duly authorised by the responsible manager, and in the event that the employee is responsible for an accident that is not covered by their own or the client's insurance, the Employer will provide indemnity.

## **23 HARASSMENT & BULLYING**

The Employer is strongly committed to safeguarding employees from harassment or bullying in the workplace and has a zero tolerance approach to bullying or harassment of any kind.

Issues of this nature should be raised and managed in line with the Employer's separate 'Harassment' and 'Bullying' policies. Employees may discuss these issues with NZNO, but there is an obligation to raise it with the appropriate person within the employing Company so that appropriate steps can be taken, as outlined in the aforementioned policies.

## **24 CODE OF CONDUCT**

The Company Code of Conduct applies to the employee's employment. A copy is provided upon employment and is available from the employee's manager. The Employer may amend its contents from time to time in consultation with NZNO and shall advise employees accordingly. Any such amendments shall not be inconsistent with this Employment Agreement.

Registered and Enrolled Nurses are also required to adhere to the Nursing Council of New Zealand Code of Conduct.

## **25 TERMINATION**

In the case of permanent employees, employment may be terminated by either party by the giving of four weeks' written notice of termination or a lesser period of notice by agreement, provided that such agreement should not be unreasonably withheld if mutually agreed.

If four weeks' notice is not given then two weeks' pay in lieu of notice will either be forfeited or paid.

Dismissal without notice applies in the case of serious misconduct.

The Employee is required to return any uniform, other clothing and/or equipment, valuables (including money), ID or access cards at the termination of employment or upon demand by the client or the Employer.

On termination a certificate of service will be provided on request.

If an employee is absent from work for more than three days without the consent of the appropriate Manager and without good cause, the employee will be deemed to have abandoned their employment, which may then be terminated without notice by the Employer. The Employer will make every reasonable endeavour to contact the employee before considering termination.

## **26 STAND-DOWN**

- a) If, at any time during employment, an allegation of serious misconduct is made against an employee where there is a risk to anyone or the investigation may be impeded, the employer may, following consultation with the employee, who may seek NZNO or other representation, stand down the employee on relevant daily pay from all or any normal duties while an investigation is carried out. During any such period of stand down the employee may not attend the employer's workplace, including client homes, unless directed to do so by the employer.
- b) Following consultation with the employee and their representative the employee may be stood down as in (a) above.
- c) In circumstances where the safety or wellbeing of the employee, a client or colleague is compromised, and urgent action is required but a meeting/representation cannot be arranged at short notice, the employee, following consultation with them, may be sent home immediately on special paid leave until such representation can be arranged.
- d) The stand down does not imply guilt in regards to the allegation being investigated. It is purely to allow for the investigation of a serious allegation.

During the term of any stand down this agreement shall continue to apply and all rights, interests, and benefits conferred by it continue to accrue.

## **27 TERMINATION ON MEDICAL GROUNDS**

The Employer reserves the right to terminate an employee's service on medical grounds if at any time the employee becomes totally and permanently disabled and therefore unable to perform his/her duties. Where termination on medical ground is contemplated, the Employer shall require the employee to undergo an examination by a registered medical practitioner of the Employer's choosing and any medical report arising from such examination shall be taken into consideration (along with any report submitted within a reasonable timeframe by the employee) before a final decision is made. The Employer shall bear the costs of such an examination.

## **28 REDUNDANCY**

The parties recognise that from time to time, including during the term of this Agreement or the period it can be enforced by NZNO, the Employer may implement redundancies for genuine business reasons.

Redundancy means a situation where the Employer terminates employment, the termination being attributable, wholly or mainly, to the fact that the position filled by the Employee is, or will become, superfluous to the needs of the Employer, or the Employee's work is contracted out.

No entitlement to redundancy benefits shall arise if:

- The Employee is transferred to an alternative position on substantially similar conditions of employment, or a position the Employee is willing to accept, or
- The employment is terminated by reason of the sale or transfer of the whole or part of the business and the person acquiring the business offers the Employee employment in a similar capacity, or in a capacity the Employee is willing to accept, on substantially similar conditions of employment and agrees to treat the Employee's service as being continuous, or
- The Employee is employed on a casual, temporary or fixed term basis.

The Employer will advise the Employee and NZNO of any impending redundancy situations to enable discussions to take place regarding alternatives.

Where a permanent Employee's employment is terminated then four weeks' notice of termination will be given, or payment will be made in lieu of such notice at the discretion of the Employer.

Where a genuine redundancy situation occurs the Employer will pay four weeks' pay by way of redundancy.

Where a temporary/fixed term employee's employment has not yet expired, and their employment is terminated because of redundancy, they will be given two weeks' notice of termination of employment, or payment in lieu of such notice at the discretion of the Employer.

Except in the case of serious misconduct, should the employment be terminated during the notice period the balance of the notice period will be paid.

During the notice period the employee will be allowed paid leave to attend job interviews provided that satisfactory evidence is produced if required by the Employer. The employee may accept other employment during the notice period, in which case they may be paid for the un-worked portion of the notice period at the discretion of the Employer.

## **29 HEALTH AND SAFETY**

The Employer is committed to providing a healthy and safe working environment for all employees, clients, contractors and visitors to the workplace in line with the requirements of the Health and Safety in Employment Act and any amendments. Employees also share in the responsibility of maintaining a healthy and safe work environment and ensuring that they do not cause harm while at work, either to themselves or any other person.

The Parties to this agreement are committed to improving Health and Safety in the Workplace by:

- (a) Promoting co-operation between the Employer, Employees and the Union (NZNO)
- (b) Ensuring that all employees are provided with reasonable opportunity to be actively involved in the ongoing management of Health and Safety
- (c) Ensuring that Health and Safety Representatives are elected
- (d) Encouraging staff to seek support from Health and Safety representatives with respect to issues of health and safety in the workplace as detailed in the Employee Participation Agreement.

To give effect to this intention the employer will ensure that no employee shall be required to undertake any work without proper instruction as to the hazards likely to arise in connection with that work, and for the employee to have access to appropriate training and all known relevant information as to the precautions to be taken to avoid such hazards.

Healthcare is an Accredited Employer under the ACC Partnership Programme and manages its own Health and Safety.

### **29.1 Health and Wellness**

It is essential that Employees present themselves for work fully fit to carry out their assigned duties.

The Employer recognises that a person with impaired work performance should receive early assistance. Where the Employer is uncertain whether an Employee is able to continue in their role due to health and/or safety concerns the Employer may require the Employee to undergo medical or specialist examinations (of their choosing) to assess whether the Employee continues to have the ability to meet the requirements of their role safely. The Employer will pay for such examinations.

The Employer promotes and actively encourages wellness. Each year the Employer and NZNO will agree a programme of work to support staff in their wellness. This may include health checks and other programmes to support health improvement (e.g. healthy eating, smoking cessation).

In addition, Flu Vaccinations will be made available to those staff covered by this agreement, at no cost to them. Where a flu injection is not appropriate for medical reasons, alternatives may be discussed with the manager and will be considered on a case by case basis.

In some cases employees are exposed to infection with Hepatitis B. In these cases the Employer offers a Hepatitis B testing and inoculation programme at its expense. Employees are encouraged to take advantage of this programme.

### **29.2 Safety**

- Compliance with all applicable legislation, including the Health & Safety at Work Act 2015 and any amendments, is required.
- Safety hazards will be identified and eliminated where practicable, or isolated or minimised.

- All reasonable steps must be taken to report any work accident or near miss to the Employer as soon as practicable, and have it recorded in the accident register.
- Employees are encouraged to raise any health and safety issues and will be supported by both Health and Safety reps and managers to do so.
- Accidents and injuries can be prevented, and Employees are required to participate in the Employer's safety programmes and be responsible for knowing and following the health and safety rules applicable.
- Where appropriate protective clothing and/or equipment is provided, it must be used.

### 29.3 Accident Compensation and Rehabilitation

This section is designed to help Employees understand how workplace injuries are managed by the Employer/Wellnz. Please read it carefully and ask your Supervisor/Manager if you do not understand any aspect.

Reference in this section to 'Healthcare of New Zealand Holdings Ltd' means the parent Company acting on behalf of its subsidiary companies (including Healthcare of New Zealand Limited and NZCare Group Limited).

Healthcare of New Zealand Holdings Ltd (Healthcare NZ), on behalf of its subsidiary companies including Healthcare of New Zealand Limited and NZCare Group Limited, has a contracted agreement with ACC. This means the Employer has agreed to act **on behalf** of ACC and manage their own workplace accidents and injury claims under the ACC Partnership Programme (ACC PP), applying the ACC legislation under the Accident Compensation Act 2001.

Workplace accident claims are handled by Healthcare NZ and the management of work-related injury claims is in a shared management agreement with Healthcare NZ and Wellnz (an independent third party provider that we work in partnership with).

#### a) General Information

- If an Employee should suffer an accident at work, it is **the Employee's responsibility** to make sure that they advise the Employer about the incident or accident, immediately or within a reasonable timeframe after the incident.
- The Employee is required to complete a work accident report which needs to be verified to confirm their claim. For a serious harm work accident/injury, the Employer also reports this to WorkSafe via the National Health & Safety Manager.
- Healthcare NZ and/or Wellnz has the right to ask the Employee about their medical history insofar as it relates to their work capacity or eligibility for cover under the current laws. The Employee has the right to ask Healthcare NZ and/or Wellnz how it intends to use that medical history information. It cannot be used to discriminate against the Employee and must remain bound by the current privacy legislation.
- In most cases, the Employee will receive a decision on their claim within 21 days of the claim being lodged. If the claim is being assessed for cover requiring a medical opinion or gradual-process claim, Healthcare NZ and/or Wellnz will issue a decision within two months of the claim being lodged. However in some cases the decision time may need to be extended. If so, the Employee will be informed in writing of the extension.
- The Employee is entitled to have a representative/support person involved throughout the process if they so wish.
- The Accident Compensation Act 2001 sets limits on how much Healthcare NZ is liable to pay to treatment providers. Some treatment providers' charges are higher (known as a 'surcharge'). Healthcare NZ have agreed to pay this surcharge cost relating to a work related accident/injury claim while the case is being assessed for cover or has been accepted.

- If Healthcare NZ goes bankrupt or fails to maintain accreditation in the Partnership Programme, the Employee is still covered by ACC.

**b) Case Manager allocation**

If an Employee should suffer an accident at work they must submit a work injury report along with a copy of the ACC45 (medical cert) issued by a medical provider. The Employee will be allocated a claims or case manager who will work with them, their manager and service providers to assist in the management of the claim. The claims/case manager will help the Employee through the cover, entitlement, social needs, treatment and rehabilitation process.

**c) Getting better and back to work**

It is important to return to work as soon as possible after an accident/injury or illness. The Employee may be able to claim some kind of assistance to help with this; for example, help to look after themselves and their home, or assistance to implement a suitable return to work plan within restrictions while in recovery (just two examples). The Employee's Case Manager will advise them and their manager what is available to support their recovery and safe return to work.

**d) ACC Code of Claimant Rights**

The ACC Code of Claimant Rights came into effect on February 1, 2003. The code specifies how an Employee should be treated once they have lodged a claim and outlines their rights. It does not cover complaints about entitlements. The code is available in several languages. The Employer can provide further information about the code, together with advice on raising a concern or filing a complaint.

**e) Challenging a work related claim decision**

If the Employee receives an unfavourable decision regarding any aspect of their claim, they have the right to challenge this decision. First, the Employee should contact their Case Manager, Healthcare NZ and/or Wellnz to discuss their concerns. The Case Manager will explain the decision and the reason it was made. The Employee can also consult the designated Employee Disputes Manager, the National Human Resources Manager or National Health & Safety Manager and they have the right to discuss the Employee's concerns with their nominated representative.

## **29.4 Domestic Violence**

The definition of domestic violence is as per Section 2 of the 1995 Domestic Violence Act.

In the case of suspected violence:

- Proof of the domestic violence may be required and can be in the form of an agreed document issued by police, a court, a doctor, a nurse, a domestic violence support service, counselling professional or a lawyer.
- All personal information concerning domestic violence will be kept confidential. No information will be kept on personal files without the employee being notified.
- In general no adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being a victim of family/whanau violence however the Employer will expect the employee to fulfil normal working duties.

In order to provide support to employees experiencing domestic violence and to provide a safe work environment to all employees, the Employer will consider reasonable and practical requests from an employee experiencing family/whanau violence to:

- a) Changes to working hours or pattern of working hours;
- b) Change of duties or location provided that the operational needs of the business continue to be met;
- c) A change to their work telephone number or work email to avoid harassing contact;
- d) Changes that improve the safety of the employee and/or their co-workers;
- e) Managers may approve additional special leave when other leave has been exhausted;
- f) Any other reasonable measure to assist the employee;
- g) An employee experiencing family/whanau violence or seeking help to deal with their violence will be referred to the EAP.

Employees who support a close personal relative experiencing domestic violence may take domestic leave to accompany them to Court, hospital or to mind children provided that proof of the violence is provided. Healthcare NZ will follow MBIE best practice guidelines and train managers to work within these.

### **29.5 Bullying**

Healthcare of NZ believe we all have a personal responsibility to treat each other and the clients we support with dignity and respect and to ensure that our actions do not negatively affect another person's career, health or wellbeing.

Healthcare of NZ and NZNO accept the Worksafe definition of bullying as: repeated and unreasonable behaviour directed towards a person or group that creates a health and safety risk. Anyone who suspects bullying against themselves or other has a responsibility to report this. Healthcare of NZ will follow the Worksafe guidelines.

## **30 HEALTHY WORKPLACES**

The parties to this MECA agree that all employees should have a healthy workplace.

Achieving healthy workplaces requires:

- Having the appropriate levels of staff, skill mix, experience, and resourcing to achieve a match between demand and capacity.
- Systems, processes and work practices that ensure efficient scheduling and a credible, consistent and timely response to variance in demand.
- A workplace culture between employees and their managers that reflects an understanding and actively advocates a balance between safe quality care, a safe quality work environment and organisational efficiency.
- Recognition that everyone can be a leader by using the authority (expertise) vested in their role to participate and constructively engage with others.
- The development of a learning culture that emphasises employees at all levels being given the opportunity to extend their knowledge and skills, as identified in their performance development plans where they are in place.
- Appreciation that good patient outcomes rely on the whole team and that teams need opportunities to work and plan together.

- Having the right tools, technology, environment and work design to support health and safety and to ensure effective health care delivery. This includes the opportunity to be involved in the decisions about what is needed and when.

The joint NZNO/Employer Healthy Workplace Group will meet regularly as determined by the Group.

To facilitate the effectiveness of the Group, the Employer and NZNO have developed terms of reference and agreed processes to support employees and to guide managers in the event there are healthy workplace issues.

### **31 PRODUCTIVE AND SUSTAINABLE WORKPLACES**

Healthcare of NewZealand Limited and NZNO are committed to working together to improve productivity and ensure Nursing services are sustainable by:

- working collaboratively to improve quality, efficiency and sustainability of nursing services
- Sharing information about workload capacity and capability
- Having a shared approach to problem solving

### **32 REPRESENTATION**

The Employer recognises the New Zealand Nurses Organisation (NZNO) as the representative of employees who have given appropriate authorisation.

#### **32.1 NZNO Delegates**

The Employer accepts that the NZNO delegate is a recognised channel of communication between NZNO and the Employer in the workplace.

#### **32.2 NZNO Access to the Workplace**

The authorised NZNO representative shall be entitled to enter the workplaces at reasonable times, and in compliance with health and safety requirements, for purposes related to the employment of its members and/or the Union's business.

On arrival at the workplace, the NZNO representative will notify the manager or person with delegated responsibility that they are entering the workplace. If the manager or person with delegated responsibilities is not present, the NZNO representative will leave a written notice of the visit.

The Employer recognises that only in very limited circumstances can entry be denied to an NZNO representative and that entry cannot be unreasonably denied.

#### **32.3 NZNO Meetings**

NZNO members shall be entitled to four hours paid time off to attend NZNO meetings in each calendar year provided that each of the following conditions is fulfilled:

- (i) At least 14 days' notice of the meetings shall be given.
- (ii) Work shall resume as soon as practicable after the finish of the meeting.

- (iii) NZNO will consult with the Employer to ensure that the Employer's business is able to be maintained during any NZNO meeting. The provisions of this clause shall be inclusive of any legislative entitlement to paid Union meetings.

### 33 EMPLOYMENT RELATIONS EDUCATION LEAVE

The Employer shall grant leave on pay for employees party to this MECA 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 –

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

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 and its Amendments shall apply where any provision or entitlement is not provided for, or is greater than specified in the clauses above.

### 34 CO-OPERATION, CONSULTATION AND MANAGEMENT OF CHANGE

#### 34.1 Introduction

The parties to this MECA recognise they have a mutual interest in ensuring that health services are provided professionally, efficiently and effectively, and that each has a contribution to make in this regard.

Regular consultation between the Employer, its employees and the NZNO is essential on substantive matters of mutual concern and interest. Effective communication between the parties will allow for:

- improved decision making
- greater cooperation between the Employer and employees; and
- a more harmonious, effective, efficient, safe and productive workplace.

Therefore the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters.

The Employer accepts that NZNO Organisers and delegates are the recognised channel of communication between Union members and the Employer in the workplace, where it relates to Union business. This does not preclude the Employer from engaging in direct communication with its employees.

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 the 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.

### **34.2 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 shall be as follows:**

- The initiative being consulted about should be presented by the Employer as a “proposal” or “proposed intention or plan” which has not yet been finalised.
- Sufficient information must be provided by the Employer to enable the party/parties consulted to develop an informed response.

- Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.
- Genuine consideration must be given by the Employer to the matters raised in the response.
- The final decision shall be the responsibility of the Employer.

### **35 NO PASS-ON PROVISION**

Pay increases agreed by the parties will apply only to NZNO members for a period of at least 3 months from the effective date of the increase.

### **36 COMMUNITY SERVICES ALLOWANCES**

#### **36.1 On Call**

##### **36.1.1 Weekday nights**

Where an employee is required to be on call during normal off duty hours, he or she shall be paid an allowance of \$75 per night (5pm to 8am). Where an employee is called out during an on call period, they shall be paid the applicable hourly rate for all hours worked.

##### **36.1.2 Weekends**

Where an employee is instructed to be on call at the weekend during normal off duty hours, he or she shall be paid an allowance of \$75 per night (from 5pm-8am). Where an employee is called out during an on call period, they shall be paid the applicable hourly rate and weekend allowance for all hours worked.

##### **36.1.3 On Call Review**

On call rates are being reviewed for consistency, no staff will be penalised if their current arrangements are of greater value than this clause.

#### **36.2 Weekend Allowance**

\$7.50 per hour is payable for all hours worked between midnight Friday and midnight Sunday from 1 April 2019.

#### **36.3 Motor Vehicle Allowance**

From 1 March 2019 Motor Vehicle Allowance will be paid at \$0.65 per km reducing to \$0.59 per km after 5,000 kms (annually). For all other conditions please refer to the Finance and Administration Policies and Procedures. Please note if there is a pool car available these must be used in the first instance unless agreed otherwise with your manager.

#### **36.4 Higher Duties Allowance**

Where an employee performs the full duties of the higher position of Nurse Coordinator for more than two consecutive days, the allowance payable shall be the difference between the current salary for the employee acting in the higher position, and the minimum salary the employee would receive if appointed to that position. Commitment to continuity of the employee acting in the higher position will be scheduled as much as practicable.

## **37 NZCARE GROUP HEALTH ADVISORS**

### **37.1 Hours of Work**

Health Advisors generally work a Monday to Friday 40 hour week. At times due to the nature of the service or the specific needs of the clients, Health Advisors may be required to work weekends or evenings and public holidays. The actual hours of work will be specified in an individual letter of appointment.

### **37.2 On Call**

#### **37.2 On Call**

- a) In addition to their normal hours of work, all Health Advisors nationwide are required to be On-Call on a rotating basis to provide advice on clinical or health-related matters. Non-clinical or non-health-related matters are managed by On-Call Service Managers. This On-Call Framework replaces and supersedes any previous On-Call practice.
- b) National coverage consists of several combined geographical areas (currently three) with Health Advisors covering each area on an On-Call roster over an On-Call Roster Period. Each Health Advisor will be On-Call for a total of 7 On-Call Shifts during each On-Call Roster Period. On-Call Framework will not be used during normal Business Hours or as leave cover.
- c) Calls are to be rounded to the nearest 5 min and recorded in the usual form. Cumulative hours worked in excess of 8 hours during an On-Call Roster Period will be paid at the individual's hourly rate, except for On-Call during public holidays. Time in excess of 8 hours must be documented in the usual form and approved by the Area Manager for payment. NZCare Disability will actively monitor On-Call hours worked and will seek to minimise excessive hours.
- d) Any On-Call time worked on a public holiday will be paid at time and a half of the individual's hourly rate and an alternative holiday will be accrued.
- e) As compensation for being available for On-Call over the normal hours of work (business hours), an On-Call Allowance will apply for each worked On-Call shift. As part of the On-Call Framework, the On-Call Allowance replaces and supersedes any previous compensation for being On-Call.
- f) In addition to the On-Call Allowance, one full RDO will apply at the end of 7 On-Call Shifts to provide an opportunity for rest and relaxation. RDO must be taken on a Friday immediately following the On-Call Roster Period. RDO cannot be taken on, or transferred to a different day without Area Manager's approval. For staff who do not normally work on a Friday, the taking of RDO will be agreed and set with their Area Manager, normally at the commencement of employment.
- g) The On-Call Framework is to be reviewed after six months of full implementation.

#### **Definitions**

- h) On-Call Allowance: \$45 per On-Call Shift
- i) On-Call Shift: On-Call Night or On-Call Day (based on 1FTE, not pro-rated for part time staff)
- j) Business Hours: 8am-5pm
- k) On-Call Night: 5pm – 8am
- l) On-Call Day: 8am – 5pm on Saturday, Sunday and public holidays
- m) On-Call Roster Period: 2 weeks' period which includes 7 On-Call Shifts
- n) RDO: mandatory rostered day off (based on 1FTE, not pro-rated for part time staff).

### 38 PAY STEPS

#### ENROLLED NURSES

	<b>Hourly rate effective from 1 Nov 2018</b>	<b>Hourly Rate effective from 1 Nov 2019</b>
Step 1	\$ 21.71	\$ 22.36
Step 2	\$ 23.21	\$ 23.91
Step 3	\$ 24.72	\$ 25.46
Step 4* applies to PDRP only	\$ 26.16	\$ 26.94

#### REGISTERED NURSES/HEALTH ADVISORS

	<b>Hourly rate effective from 1 Nov 2018</b>	<b>Hourly Rate effective from 1 Nov 2019</b>
Step 1	\$ 24.11	\$ 24.85
Step 2	\$ 26.12	\$ 26.93
Step 3	\$ 27.76	\$ 28.62
Step 4	\$ 29.31	\$ 30.21
Step 5	\$ 32.56	\$ 33.57
Step 6* applies to PDRP only	\$ 33.24	\$ 34.27

From time to time the Employer will negotiate contracts that have varying rates, where this occurs, the Employer will negotiate different rates with employees who may work in the contract area. The Employer will notify NZNO of any proposed changes and variations will be by agreement between the parties.

Any agreed rates shall not undermine the pay steps specified in the MECA.

### **38.1 Progression Criteria**

Progression between the steps 1 - 3 for Enrolled Nurses and 1 – 5 for Registered Nurses/Health Advisors will be automatic, subject to the following criteria:

- 12 months service on each step
- Successful completion of mandatory training
- Demonstrated satisfactory performance
- Has completed a performance review (failure on the part of management to undertake a review will not prevent movement to the next step, if all criteria are met.)

Enrolled Nurses Step 4\* is linked to the PDRP and nurses must have their portfolios accepted at Competent, Proficient or Accomplished level; and must be applied for. ENs must have reached Step 3 on the scale prior to any such application.

Registered Nurses Step 6\* is linked to the PDRP and nurses must have their portfolios accepted at Competent, Proficient or Expert level; and must be applied for. RNs must have reached Step 5 on the scale prior to any such application.

**Please note: nurses may apply for the PDRP allowance at any step.**

## **39 PERSONAL GRIEVANCES & DISPUTES**

Employees are encouraged to raise any issues that they may have regarding their employment with their Manager.

Please note that an employee may choose to be represented at any stage in the process.

### **Process:**

#### **Talk to your Manager**

Raise the problem with your manager and discuss it informally with him or her. You could ask a support person, NZNO or other representative to approach your manager or Employer if you do not feel comfortable doing so. Alternatively, you can be accompanied by a support person, your Union or other representative when you make the approach.

#### **Set out your problem in writing**

If your informal discussions with your Manager do not resolve your problem, you could write to your Manager setting out:

- Your perception of what the problem is, and
- Your suggested solutions

You may want to seek help from a support person, your Union or other representative when writing this letter. Alternatively, a support person, your Union or other representative can write the letter for you.

Your manager will then respond to your letter within 14 days advising:

- His or her views on the problem, and
- Any suggested solutions

#### **Meet with your Manager**

Arrange to meet with your Manager to discuss the problem and attempt to resolve it. This meeting should take place as soon as practicable after the exchange of letters. You can choose to have your Union or other representative or support person present at this meeting.

If you do not resolve your problem informally with your Manager, the Employment Mediation Services are available to assist you. You should also seek advice from your Union or other representative, or refer to Part 10 of the Employment Relations Act 2000.

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**SIGNATORIES**

Dated this 27<sup>th</sup> day of March 2019

**SIGNED FOR AN ON BEHALF OF The Employer**

 National HR operations Manager

**SIGNED FOR AND ON BEHALF OF The New Zealand Nurses Organisation**

 Danielle Davies NZNO organiser

# **SCHEDULE ONE: DISCIPLINARY PROCESS**

## **Principles**

Minimum standards of behaviour and performance are necessary so that a harmonious and safe environment may exist in the workplace. It is expected that all parties will act in a responsible manner towards each other.

The Employer has the right to summarily dismiss an employee for serious misconduct where it is determined that the behaviour is extreme.

Less serious misconduct should be corrected before disciplinary action is invoked and the Employer agrees to, if necessary, assist employees whose conduct in relation to behaviour or performance is not acceptable.

Any employee is entitled to know the likely consequences of their actions while employed by the Employer and to be offered the benefit of representation when their employment may be affected in dealings with the Employer.

## **Serious Misconduct**

This list is not exhaustive, but aims to provide a list of examples of where an employee's behaviour may be considered as serious misconduct.

- Bringing illegal drugs or unauthorised alcohol onto business/client premises or using illegal drugs or unauthorised drinking of alcohol on the premises.
- Possession of property belonging to the business, a client or a fellow employee, without proper authorisation, or taking such property from the premises without authorisation.
- Any assault on a client, or fellow employee on the business/client premises or in the pursuit of business.
- Irresponsible conduct that could result in the injury of a client or fellow employee.
- Use of abusive language to a client, visitor or fellow employee on business premises or in the pursuit of business.
- Wilful damage to property belonging to the business, client or fellow employee.
- Irresponsible use of fire protection or safety equipment.
- Refusal to perform assigned duties or walking off duty where it is not part of a recognised action under the Health & Safety in Employment Amendment Act 2002.
- Being absent from duty for three working days without reporting in.
- Frequent or repetitive occurrences of any acts described in the section on misconduct.
- Wilful or deliberate acts affecting productivity or the safety and wellbeing of clients or other employees.
- Failure to attend without good reason, fire drills (if applicable)
- Falsification of time sheets
- Disclosure or misuse of confidential information regarding clients, employees, or the business of the Company.
- Sexual harassment.

## **Misconduct**

This list is not exhaustive, but merely aims to provide some examples of conduct that would be considered inappropriate and may give rise to disciplinary action.

\*\*\*\* The breaking of any rules in this section, under normal circumstances will result in a verbal warning. In respect of a second offence a written warning will be issued. On any third breach,

dismissal is likely to result. Any warning issued shall lapse within a maximum of twelve months after the date of issue.

- Threatening, intimidating, coercing or interfering with other employees
- Wilful misuse of company supplies or equipment
- Reporting for work in such condition of intoxication that you are unable to perform duties properly and safely. At the time of such first occurrence an employee reporting in such a condition will be sent home. A second occurrence will constitute grounds for dismissal.
- Without good reason failing to report by telephone that you are unable to commence work at the usual time.
- Unless sick or because of some personal emergency failing to complete stipulated duties.
- Failure to report an accident or incident affecting a client or an employee.
- Failure to perform work to the required standard.
- Failure to follow reporting procedures or other workplace procedures.

#### **Key points:**

- The disciplinary process is viewed as a last resort. Before starting a disciplinary process a manager will consider the relevance of other approaches/procedures where applicable (e.g. incident reporting follow up, complaints process) and/or consider whether instead of starting a disciplinary process, the matter could be reasonably and effectively dealt with via an informal route such as staff discussion or team re-education.
- The disciplinary process should be managed in a timely manner by all parties, whilst maintaining a fair, thorough and reasonable process.
- EAP will be offered at any stage as appropriate
- The employee is entitled to bring a support person/representative of their choosing to any meetings within the process

#### **Step 1 – Receiving allegations**

Manager considers if disciplinary is the right process and the most appropriate way to gather more information. If further investigation is necessary, manager verbally raises the employee's awareness of the allegation as appropriate and lets them know they'll be gathering information about what happened.

#### **Step 2 – Consider if stand-down or alternative working arrangements are necessary**

Where the seriousness or nature of the incident requires, the employer may stand down the employee, with pay, and require them to remain available for discussion on the matter.

Manager considers whether there is a need to either put in place alternative working arrangements or if it may be necessary to propose standing down the employee. Stand-down should only be considered where other reasonable alternatives are not possible and the process should be managed in line with the guidance available from HR. Sometimes it may become appropriate /necessary to make this assessment later, e.g. it may be assessed/re-assessed as part of step 4 and addressed at step 5

#### **Step 3 – Gather Preliminary information (if necessary)**

It may sometimes be necessary to gather more preliminary information to aid a decision about whether a formal disciplinary investigation is necessary or whether the issue may be better addressed in other ways. Preliminary information gathering is not the same as a formal investigation; it's an informal stage of the process which helps a manager to decide the next steps. It usually includes gathering documentation and information that will assist to make the right decision as to whether a formal investigation is necessary.

#### **Step 4 – Consider prelim findings/next steps**

The manager will consider the information available to them and decide the next steps. The possible outcomes at this stage include;

- No substance – manager informs employee no further action
- Possible substance but does not warrant disciplinary action – where appropriate the manager may address the issue in other ways, such as a staff discussion and coaching.
- Possible substance – for formal disciplinary investigation (continue to step 5)

#### **Step 5 – Move to formal - inform employee (if applicable)**

Where the employer determines that the allegations might have substance, the Manager will inform the employee in writing that the matter is being progressed to a formal disciplinary investigation and confirm the allegations to be investigated. This letter will include:

- The nature of the allegations to be investigated,
- The potential impact on their employment if the allegations are sustained, and
- Their right to be supported and represented.

#### **Step 6 – Conduct formal investigation**

The appropriate manager will conduct a formal investigation into the allegations in line with the guidance available from HR. This will include providing the employee with the information gathered in the investigation and giving them the opportunity to respond to the information/allegations in a meeting.

#### **Step 7 – Consider the facts and deliver the outcome**

The manager will then consider the information available and the employee's response to make a decision on a reasonable outcome (NB. If dismissal is the proposed outcome the manager will move to step 8). The manager will then invite the employee to a meeting to deliver the outcome to the employee and will confirm the outcome in writing after the meeting.

The possible outcomes are;

- No action
- Caution / Staff Discussion
- Verbal Warning
- Written Warning
- Final Written Warning
- Dismissal (refer to step 8)

#### **Step 8 – only applies if dismissal is the proposed outcome**

If dismissal is the outcome the following steps should be followed;

- An outcome meeting will be held and the employee will be issued with a 'Preliminary Decision to Dismiss'
- The employee will then have minimum 48hours to submit a response, should they wish to
- The manager will consider any response and make a final decision, which may be delivered face to face or in writing, depending on the circumstances.

#### **Step 9 – Close the case**

The manager will complete final checks to ensure all actions have been completed, file the documentation appropriately and ensure steps are taken to implement any agreed actions (e.g. training/coaching)

**Please note again – Employees are entitled to be represented at any stage in the procedure.**

