

# **COLLECTIVE AGREEMENT**

Between



[www.nzno.org.nz](http://www.nzno.org.nz)

**0800 28 38 48**

and

**North Haven Hospice**

**1 September 2021 – 31 August 2022**

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# North Haven Hospice NZNO Collective Agreement

## **1.0 Parties**

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

BETWEEN:

North Haven Hospice

(The "Employer")

AND

The New Zealand Nurses Organisation (NZNO)  
(The "Union")

## **2.0 Coverage and Application**

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

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

- Registered Nurse
- Enrolled Nurse
- Healthcare Assistant

### **This agreement does not cover employees in the following positions:**

Nursing Director/Nurse Manager/Nurse Leader  
(Or other nursing positions which report directly to the CEO)

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

2.2.2 The employer shall follow the requirements of the Employment Relations Act with regard to new employees. The employer shall advise new employees the employer is a party to the North Haven Hospice SECA, that they are able to join NZNO and be covered and they will be provided with an electronic link of the current SECA.

- 2.3 **Impact on Individual Employment Agreements:** Where an employee on an individual employment agreement elects to be bound by this SECA, their previous terms and conditions of employment shall no longer apply unless otherwise agreed between that employee and the employer.
- 2.4 **Savings:** Nothing in this SECA shall operate as to reduce the ordinary (T1) wage rate applying to any employee at the date of this SECA coming into force unless specifically agreed between the parties during the negotiations.
- 2.5 **Non-Waiver Understanding:** Failure by either party to enforce any right or obligation with respect to any matter arising in connection with this agreement shall not constitute a waiver as to that matter, or any other matter, either then or in the future.
- 2.6 The employers undertake not to reduce nursing or other employee numbers solely on the basis of the additional costs of employing staff under this agreement.

### **3.0 Term**

This collective agreement will come into force on **1 September 2021** and expire on **31 August 2022**.

### **4.0 Variation of This SECA**

- 4.1 This agreement may be varied by agreement between the union and the employer parties.
- 4.2 Any variation shall be put in writing and signed by the parties and both parties shall be provided with a copy of any variation.
- 4.4 **Subsequent employer parties:**

The parties agree that other employer parties whose core business is the provision of Hospice services may become parties to this agreement where the NZNO and the new party so agree. Employers who agree to become subsequent parties shall be recorded on a master list compiled by the NZNO and this shall be provided to the employer parties when agreement is confirmed. On the date of receipt by NZNO of the completed subsequent parties form the employees shall be entitled to the benefits conferred by this agreement.

### **5.0 Definitions**

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

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

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

Notwithstanding anything contained elsewhere in this agreement, a casual employee's engagement on more than one occasion, or retention on any list maintained by the employer, shall not entitle that employee to any service-related benefit contained in this agreement.

"Call back" is defined as a call back to the inpatient unit and will be paid at the ordinary rate with a minimum payment of three hours. Except that if an employee is called back within 9 hours of having completed a shift, they will be paid at overtime rates for a minimum of three hours.

"Call Out" is defined as an employee who is on call, being called out to a patient in the community. In these circumstances the employee shall be paid a minimum of three hours, or for actual working and travel time whichever is the greater, at the overtime rate 8.2.1.(b) or If the employee has worked in excess of eight hours or the rostered duty whichever is the greater, is called out to a patient in the community, they will be paid at the overtime rate as per clause 8.2.1.(b).

"Designated Senior Nurse" is defined as a registered nurse who is appointed by the employer into a senior nurse role and is paid on the senior nurse scale

"Employee" means any person employed by an employer and whose position is covered by this SECA.

"Employer" means the relevant employer employing the particular employee.

"Enrolled nurse" has the same meaning as in the Health Practitioners' Competence Assurance Act 2003 and its successors.

"Full time employee" means an employee who works not less than the "ordinary" or "normal" hours set out under "hours of work" in this SECA.

"Healthcare Assistant" means an employee who is an auxiliary to the nursing team and is able to perform tasks in their position description relating to patient care and who works under the direction of a registered nurse.

"Higher Duties" is an allowance that shall be paid to an employee who, at the request of the employer is substantially performing the duties and carrying the responsibilities of a position or grade higher than the employee's own

"Night Duty" means any duty in which part of the duty is worked between midnight and 5:00am on any day of the week.

"Nurse and nursing staff" includes all employees covered by this SECA who:

- 1) are qualified for registration under the Health Practitioners' Competence Assurance Act 2003 and its successors as comprehensive, psychiatric, psychopaedic, general and/or obstetric nurses, or midwives; or
- 2) are qualified for enrolment in terms of the Health Practitioners' Competence Assurance Act 2003 and its successors as enrolled nurses; or
- 3) are undergoing a course of training prescribed by the registration body (Nursing Council) with a view to registration as aforesaid; or employed as Nurse Aides; or Health Care Assistants.

T1 refers to the ordinary hourly rate of pay; T1.5 refers to one and a half times the ordinary hourly rate of pay; and T2 refers to double the ordinary hourly rate of pay.

"Part-time employee" means an employee, other than a casual employee, who is employed on a permanent basis but works less than the ordinary or normal hours prescribed in this SECA. Any wages and benefits e.g. leave will be pro rata according to the hours worked unless specifically stated otherwise in this SECA.

"Registered Nurse" means a person as defined by the Health Practitioners' Competence Assurance Act 2003 as a Registered Nurse.

"Service" means current continuous service with the employer, except where otherwise defined in the applicable clause. As of the commencement of this agreement service shall be deemed not to be broken by an absence of less than 12 months.

"Shift" means a single, continuous period of work required to be given by an employee, excluding on-call and call-back. A shift shall be defined by a starting and finishing time. Duties shall be morning (AM), afternoon (PM) duties or night duties.

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

"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. Fixed Term agreements must not be used to deny staff security of employment.

"Week" is defined as midnight Sunday/Monday to midnight Sunday/Monday, for the purpose of calculating the pay week and "fortnight" has a corresponding meaning involving two successive weeks.

## **6.0 Hours of Work**

The parties note that the Health & Safety at Work Act 2015 requires the employer to take all practical steps to prevent harm occurring to employees from the way work is organised.

In designing and implementing shift rosters to meet service needs, the employer shall ensure the disruption, personal health effects and fatigue associated with shift work are minimised for the group of workers involved.

- 6.1 The ordinary working hours of an employee employed full-time shall be 80 per fortnight.
- 6.2 Employees will normally work 8 or 12 hour shift duration. By mutual agreement between the employer and the employee, shifts of less than 8 hours may be worked.
- 6.3 The pay period shall commence at the beginning of the Sunday/Monday night shift. When a major part of a shift falls on a particular day the whole shift shall be regarded as being worked on that day.
- 6.4 Rostering practices in existence prior to this agreement, if not inconsistent with this agreement, shall continue to apply.
- 6.5 Variations to rostering practice may be varied by agreement between the employer and employees of the hospice.
- 6.6 Rosters will be published not less than 28 days prior to the commencement of the roster, provided that less notice may be given in exceptional circumstances. Rosters posted will show duties for a minimum 28 day period. Changes in rosters, once posted, shall be by mutual agreement.
  - (a) Every employee shall have two periods of at least 24 hours off duty each week and except in the case of emergencies or by agreement, these shall be consecutive.
  - (b) Except in an emergency, no employee shall work more than seven consecutive eight hour duties. For those on 12 hour shifts, it is recognised that 3 consecutive 12 hour shifts is the referred maximum however in exceptional circumstances 4 consecutive shifts may be worked.
- 6.7 Minimum break between shifts:
  - (a) Except in an emergency a break of at least nine continuous hours must be provided between any two periods of duty of a full shift or more. Note: if the employee requests a lesser break overtime payment will not apply.
- 6.8 Notwithstanding the foregoing conditions staff may be permitted to change shifts one with one another by mutual arrangement and with the prior approval of the manager. Overtime or other penalty provisions shall not apply in these instances.
- 6.9 Except in an emergency an employee changing shifts on consecutive days shall be rostered off for a minimum of nine consecutive hours.
- 6.10 Shifts, once commenced, shall be continuous unless otherwise agreed between the employer, NZNO and the employee.

6.11 Employees of .8FTE or greater will not be required to change between day and night duties more than once in any fortnight.

6.12 Additional Provisions for Employees working 12 Hour Shifts

In specific instances (shifts of longer than 8 hours or variable lengths) the ordinary hours for a full time employee are able to be agreed over a roster cycle of greater than one fortnight (e.g. an employee who works 12 hour shifts may work 120 hours over a 3 week roster and be considered to be fulltime).

No employee shall be required to work more than a 12 hour rostered shift. It is recognised that the standard 8 hour roster may work alongside a 12 hour roster. An employee who elects to opt out of working a 12 hour roster shall give a minimum of 4 weeks' notice. Employees who accept a new position which requires the individual to work a 12 hour shift are not eligible to opt out without agreement from the employer. 12 hour shift patterns shall not compromise those employees who elect to work an 8 hour roster.

Meal Breaks and rest period shall be observed in accordance with Clause 7.0. An employee who works a 12 hour shift shall be allowed two meal breaks, one paid and one unpaid, each of not less than half an hour. If the employee is unable to take one 30 minute meal break, but unable to take the other, then they are unable to claim any additional payment. If the employee is unable to take either of the two 30 minute meal breaks, then they may claim an additional 30 minutes worked time. In the event this occurs, the employee must detail the reason/circumstance on their time sheet and bring it to the attention of their manager at the earliest convenience.

Minimum breaks between duties – No 12 hour roster shall contain breaks between duties of less than eleven consecutive hours. If the actual breaks are not achieved, then the payment provisions of Clause 8.0 shall apply. Note: If the employee requests a lesser break the overtime payments will not apply.

Overtime- for those fulltime employees working 12 hour shifts, overtime shall apply after 120 hours averaged over 3 weeks at the rate specified within this agreement. T2 will also be paid for all hours worked in excess of a rostered 12 hour shift.

6.13 In the event there is a staffing shortage which cannot be alleviated, patient cares and/or the volume and range of services may be reduced in accordance with direction by the appropriate manager and organisational policies. In addition, the following process shall apply:

6.13.1. When a nurse considers they have reached the limits of safe practice they will be supported to resolve the situation as follows: -

- (i) The Nurse Manager or equivalent position will be immediately informed of the situation by the nurse.
- (ii) The Nurse and the Nurse Manager, or equivalent position, will in good faith discuss the situation and endeavour to reach an agreed plan to resolve any potential issue around safe practice, before point (iii) takes effect.

- (iii) The nurse will not be required to take additional workload until strategies have been implemented to address the immediate workload issues (eg: the redeployment of staff or patients) notwithstanding any immediate duty of care requirements.

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

## **7.0 Meal Breaks**

- 7.1 Except when required for urgent or emergency work and except as provided in 7.2 below, no employee shall be required to work for more than five hours continuously without being entitled to a meal break of not less than half an hour. There will be one unpaid meal break of not less than half an hour during an 8 or 10 hour shift and 2 meal breaks for a 12 hour shift, one paid and one unpaid. Refer to Clause 6.12.
- 7.2 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.
- 7.3 Tea 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.
- 7.4 During the meal breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer.

## 8.0 Wages

The table below shows annual salary, the hourly rate is calculated by using a divisor of 2086.

**Note: All salaries listed below (and in any schedules) will apply only to those employees currently employed by North Haven Hospice at the time of successful ratification of this collective agreement.**

### Registered Nurses:

	From 1 September 2020	From 1 September 2021
Step 1 New Graduate/NetP	\$54,034	\$56,466
Step 2	\$58,491	\$61,123
Step 3	\$62,138	\$64,934
Step 4	\$65,652	\$68,606
Step 5	\$72,954	\$76,237
Step 6*	\$75,132	\$78,513
Step 7*	-	From 1 Jan 2022 \$80,868

\* Step 6 subject to:

- a. Clause 8(b) being met
- b. Satisfactory performance (which will be assumed to be the case unless the employee is otherwise advised).
- c. Effective from the 1 January 2021
- d. Step 5 for 12 months

Step 7 is renewable annually based on achieving the following in the previous 12 months:

- Expert PDRP
- Effective from 1<sup>st</sup> January 2022
- Have been on Step 6 for 12 months
- Attend regular supervision
- Carry out at least one formal education session to staff per year
- Acts as a mentor to staff

**DESIGNATED SENIOR REGISTERED NURSES:**

	From 1 September 2020	From 1 September 2021
Senior 1	\$79,760	\$83,349
Senior 2	\$81,322	\$84,981
Senior 3	\$85,375	\$89,217
Senior 4	\$86,887	\$90,797
Senior 5	\$90,230*	\$94,290

No automatic progression  
PDRP payments inclusive of salary and not paid separately

**Professional Development Recognition Programme Payment (PDRP) RNs**

(Payments per annum)	From 1 September 2020
Proficient	\$3,000
Expert	\$4,500

**ENROLLED NURSES:**

	From 1 September 2020	From 1 September 2021
Step 1	\$48,632	\$50,820
Step 2	\$51,333	\$53,643
Step 3	\$55,385	\$57,877
Step 4	\$57,047	\$59,614

**Professional Development Recognition Programme Payment (PDRP) ENs**

(payments per annum)	From 1 September 2020
Proficient	\$3,000
Expert	\$4,500

**HEALTHCARE ASSISTANTS:**

	From 1 September 2020	From 1 September 2021
Step 1	\$41,720	\$43,597 & \$44,223 from 01/04/2022
Step 2	\$42,910	\$44,841
Step 3	\$45,779	\$47,840
Step 4	\$46,605	\$48,703
Step 5	\$48,003	\$50,895

<b>Merit Steps for Healthcare Assistants</b>
Merit Step 1: \$1,000.00
Merit Step 2: \$2,000.00

The merit steps for Healthcare Assistants are be prorated and do not incur any penal rates.

8.0(a) Progression is by annual increment through the Step Scale at anniversary date, excludes senior positions.

8.0(b) The Employer sees the transition of all Nurses to the PDRP as vital to our 'specialist' status and encourages all Nurses to complete their PDRP.

The Registered Nurse PDRP requirement is for 'Proficient' level in IPU and 'Expert Level' in the community and for all Senior RN's roles.

The Enrolled Nurse PDRP requirement is for 'Proficient' level in IPU and " Expert in the community.

(Refer to clause 24.1 for further details)

8.0(c) PDRP payments are prorated and do not attract penal rates.

8.0(d) The employer will consult in good faith with the employee about the relevance of any one-off qualification the employee has or obtains and any potential entitlement to a qualification recognition payment. Each employer reserves the right to determine which qualification is relevant to their workplace and whether the employee is entitled to any qualification recognition payment.

8.0(e) New employees and existing employees who obtain a qualification will receive a one-off prorated qualification recognition payment as follows:

- \$1,000 for a Certificate
- \$1,500 for a Diploma
- \$2,500 for a Master's Degree

8.0(f) The entitlement for qualification payments (Certificate, Diploma and / or master's degree) is for one discipline only.

8.0(g) One off prorated qualification recognition payments to be made once the Employer is notified by the Employee and with confirmation from the tertiary institution. The one off qualification payments will not be paid retrospectively i.e. those achieved prior to 31 August 2017.

## 8.1 **Operation of all Wage Scales**

- (a) The wage scales above shall be applied to the respective groups of employees.
- (b) On appointment, the employer may place employees on any step of the relevant scale, taking into account the following factors:
  - (i) previous nursing/hospice experience or other relevant work and life experience - the employer may credit this service.
  - (ii) degree of difficulty in recruiting for specific skills and/or experience required for the position.
- (c) A nurse previously employed on the top Enrolled Nurse step shall be appointed no lower than the second step of the registered nurse scale when they qualify as a Registered Nurse.
- (d) Employees on fulltime study leave or parental leave, with or without pay, shall continue to receive annual increments to which they would otherwise be entitled.

## 8.2 **Overtime and Penal Time**

### 8.2.1 **Overtime**

- (a) Overtime is time worked in excess of eight hours per day or the rostered shift whichever is greater, or 80 hours per two-week period, when such work has been authorised in advance. Refer to section 6.12 for overtime for staff rostered to work 12 hour shifts.
- (b) Overtime worked on any day shall be paid at one- and one-half times the normal hourly rate of pay (T1.5) for the first three hours and double time (T2.0) thereafter.

### 8.2.2 **Penal Rates**

- (a) Weekend rate - applies to ordinary time (other than overtime) worked after midnight Friday/Saturday until midnight Sunday/Monday shall be paid at time one half (T0.5) in addition to the ordinary hourly rate of pay.

- (b) Public Holiday rate – applies to those hours which are worked on the public holiday. This shall be paid at time one (T1.0) in addition to the ordinary hourly rate of pay (Double Time) **See clause 12 for further clarification and exceptions.**
- (c) Night Rate - Employees working between the hours of 8pm and 6am (from midnight Sunday/Monday to midnight Friday/Saturday) shall be paid at one quarter (T.25) in addition to the ordinary hourly rate of pay for hours worked within this time period.
- (e) Overtime and weekend/public holiday or night rates shall not be paid in respect of the same hours, the higher rate will apply.

## **9.0 Call Backs/Call Outs**

- 9.1 **CALL-BACK:** If an employee is called-back they will be paid at the relevant shift rate with a minimum payment of three hours. Except that if an employee is called back within 9 hours of having completed a shift, they will be paid at overtime rates (T1.5) for a minimum of three hours.
- 9.2 **CALL OUT:** If an employee is called out, the employee shall be paid a minimum of three hours, or for actual working and travel time whichever is the greater, at the overtime rate 8.2.1.(b)

For the purpose of this clause more than one call back / call out within three consecutive hours shall be deemed to be one call back / call out.

- 9.3 **TRANSPORT:** Where an employee is called back to work outside the employee's normal shift, the employer shall either:
  - (i) provide the employee with transport; or
  - (ii) reimburse the employee the actual and reasonable travelling expenses incurred in travelling from the employees' place of residence to the workplace or from the workplace to the employees place of residence, or both travelling to and from the workplace.
  - (iii) the reimbursement rate shall be as prescribed in clause 11.2.

## **10.0 Allowances**

### **10.1 On Call**

- 10.1.1 In the interests of healthy rostering practices, the parties agree that the allocation of on call time should be spread as evenly as practicable amongst those required to participate in an on-call roster.
- 10.1.2 Where an employee is instructed to be on call during normal off duty hours, an on call allowance \$5.00 per hour except on Sat, Sun public holidays when it will be \$7.00.

- 10.1.3 The on-call allowance is payable for all hours the employee is rostered on call including time covering an actual call out.
- 10.1.4 An employee who is required to be on call shall have access to an appropriate locater or a cell phone.
- 10.1.5 Being on call does not preclude an employee from being rostered on for normal duties for the shift following the on call period at ordinary rates. Circumstances surrounding actual call outs will be taken into account and additional time off will be allowed on a time for time basis or by mutual agreement, until a reasonable break has been achieved.
- 10.1.6 Where a rostered day off follows an On Call shift circumstances surrounding actual call outs will be taken into account and additional time off will be allowed on a time for time basis or by mutual agreement, to compensate for the impact on the rostered day off.

## 10.2 **Higher/Special Duties**

- 10.2.1 **Higher/Special Duties:** A taxable allowance shall be paid to an employee who, at the request of the employer, is required to perform higher or special duties. The allowance will be \$21.50 per full shift or \$10.75 for part of a shift.

## 10.3 **Community Nurse Allowance**

- 10.3.1 In recognition of the special demands associated with providing palliative care in the community, registered nurses will be paid an allowance of \$10.00 per shift. Where nurses are rostered to work in the community and the in-patient unit the allowance shall only be payable for the community shifts.

# ***11.0 Reimbursing Payments***

## 11.1 **Annual Practising Certificate**

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

- (a) The employee must be engaged in duties for which the holding of a certificate is a requirement.
- (b) Any payment will be offset to the extent that the employee has received a reimbursement from another employer.
- (c) The Employer will only pay one APC unless there are operational requirements for an employee to maintain more than one APC.

## 11.2 **Travelling Expenses and Incidentals**

- (a) When travelling on employer business, and where a hospice vehicle is not available, the employee will be reimbursed for costs on an actual and reasonable basis on presentation of receipts in line with the organisations reimbursement policy.

- (b) Where the employee agrees to use their motor vehicles on employer business shall be reimbursed in accordance with the current IRD mileage rates and must personally ensure their vehicle has a current NZTA vehicle license (registration), WOF and insurance that covers work use.

### **11.3 Professional Supervision**

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

## ***12.0 Public Holidays***

12.1 The following days shall be observed as public holidays:

Christmas Day, Boxing Day, New Year's Day, 2 January, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Matariki, Labour Day and Auckland Anniversary Day.

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

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

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

12.5 Part time employees:

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

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

## ***13.0 Annual Leave***

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

All employees shall be entitled to annual leave in accordance with the Holidays Act 2003.

Employees, other than casuals, shall be entitled to four weeks annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause.

- 13.1 Casual employees shall be paid 8% of gross taxable earnings in lieu of annual leave to be added to the wages paid for each engagement.
- 13.2 Annual leave is able to be accrued to a maximum of one-year entitlement. By mutual agreement between the employee and employer annual leave may accrue up to two years entitlement.
- 13.3 Annual leave shall be taken to fit in with service/work requirements and the employee's need for rest and recreation.
- 13.4 Part time employees shall be entitled to annual leave on a pro rata basis.
- 13.5 Employees who have completed five years continuous service on or after January 1, 2007, shall be entitled to five week's annual leave on-going, pro rata for part time employees.

## ***14.0 Sick Leave***

The following Sick Leave provisions shall apply

- 14.1 On appointment employees shall be entitled to eleven (11) working days paid sick leave for the first twelve months of employment, and an additional eleven (11) working days for each subsequent twelve month period. From 1 September 2021, existing employees shall be entitled to eleven (11) working days paid sick leave at their next entitlement date. The employee shall be paid for minimum statutory sick leave entitlements as prescribed in the Holidays Act 2003. Additional contractual or discretionary sick leave that is taken or approved shall be paid at the normal rates of pay.  
A medical certificate may be required to support the employee's claim for sick leave. Where a medical certificate is required by the employer in circumstances where the leave is less than 3 days, the employer will meet the cost of the certificate. Where the certificate is required and the leave is more than 3 days, the employee will meet the cost.
- 14.2 The provisions of this clause are inclusive of the Sick Leave provisions of the Holidays Act 2003.
- 14.3 The employee can accumulate their entitlement up to a maximum of 100 days.
- 14.4 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.

14.5 Where an employee is suffering from a minor illness which could have a detrimental effect on the patients or other staff, in the employer's care, the employer may, at its discretion, either:

- (a) Place the employee on suitable alternative duties; or
- (b) Direct the employee to take sick leave.

14.6 **Discretionary Leave:**

In the event an employee has no entitlement left, they may be granted additional sick or domestic leave. In considering the grant of leave under this clause the employer shall recognise that discretionary sick and domestic leave is to ensure the provision of reasonable support to staff having to be absent from work when their entitlement is exhausted.

14.6.1 In these circumstances the following shall be taken into account:

- (a) The circumstances leading to the request
- (b) The employee's length of service
- (c) The employee's attendance and leave record
- (d) The consequences of not providing the leave
- (e) Any unusual and/or extenuating circumstances
- (f) Alternative options e.g. shorter hours, more flexible rostering
- (g) Other amounts of leave available

14.6.2 Requests for discretionary leave should be made in writing by the employee to the employer.

14.6.3 Reasons for a refusal shall, when requested by the employee in writing, be given in writing and before refusing a request, the decision maker is expected to seek appropriate guidance.

14.7 **Domestic Leave:**

Domestic leave as described in this clause as leave used when the employee must attend a dependent of the employee. This person would, in most cases, be the employee's child, partner or other dependent family member.

At the employer's discretion, an employee may be granted leave without pay, in addition to the amount specified above, where the employee requires additional time away from work to look after a seriously ill member of the employee's family.

## **15.0 Bereavement Leave**

15.1 The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a Tupapaku/deceased person with whom the employee has had a close association. This includes the loss of a pregnancy through miscarriage or stillbirth. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent).

- 15.2 The length of time off shall be three days for each bereavement of a close family member/partner and one day for each bereavement of a person whom the employee has a close association or cultural obligation.
- 15.3 More time off can be provided at the discretion of the employer and should not be unreasonably withheld.
- 15.4 All other provisions of bereavement leave not specifically provided for in the above clauses will be exercised in accordance with the Holidays Act 2003.

### ***16.0 Parental Leave***

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

### ***17.0 Jury Service/Witness Leave***

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

### ***18.0 NZNO Meetings***

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

18.5 Only NZNO members who actually attend a NZNO meeting during their working hours shall be entitled to pay in respect of that meeting and to that end the NZNO shall supply the employer with a list of members who attended and shall advise the employer of the time the meeting finished.

Note: The provisions of these clauses (18.1-18.5) are inclusive of any entitlements provided by the Employment Relations Act 2000.

### ***19.0 NZNO Right of Entry***

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

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

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

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

### ***20.0 NZNO Delegate / Workplace Representative***

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

- (a) Accordingly paid time off (at ordinary time rates) shall be allowed for recognised employee delegates to attend meetings with management, consult with union members, and other recognised employee job delegates and union officials, to consult and discuss issues such as management of change, staff surplus, and representing employees.
- (b) Prior approval for such meetings shall be obtained from the CEO or their delegated authority.

### ***21.0 Employment Relations Education Leave***

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

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

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

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 21 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.

## ***22.0 Co-operation and Consultation***

### **22.1 Management of Change**

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

22.1.2 Prior to the commencement of any significant change to staffing, structure or work practices, the employers 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.

### **22.2 Consultation**

22.2.1 Consultation involves the statement of a proposal not yet finally decided upon, listening to what others have to say, considering their responses and then deciding what will be done.

The process shall be as follows:

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

## ***23.0 Redundancy***

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

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

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

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

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

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

### **23.2 Employee Protection Provision**

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

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

### **23.3 Termination on Health Grounds**

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

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

## ***24.0 Professional Development and Post Graduate Education***

### **24.1 Professional Development and Recognition Programmes**

The PDRP is a framework that helps nurses develop their professional practice and assist them on a career pathway. The PDRP encourages nurses to reflect on their practice and to set goals to plan for their future in care delivery and leadership.

The Employer will develop a relationship with a District Health Board (DHB) to enable the hospice to be integrated into the DHBs PDRP which will be aligned to the National Framework for Nursing Professional Development and Recognition Programmes and Nursing Council NZ and HPCA Act (2003) requirements.

The Employer and DHB will draw up a Memorandum of Understanding (MOU) to describe the shared responsibilities and the processes to be adhered to.

All Nurses (RNs and ENs) will be required to participate in annual appraisal.

PDRPs shall be applied in a consistent manner to ensure transportability of recognition, accessibility, transparency and simplicity.

The technical competencies for palliative care nurses will be based on the National Competency Framework for Palliative Care Nursing in NZ September 2008 or its successor.

The clinical career/workforce structure requires commitment to education and development of expertise.

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

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

- Any changes or processes necessary to further the PDRP, including education
- If the programme is managed consistently.
- The development and monitoring of the review process and/or implementation difficulties.

- Appropriate training/information/support for all employees and managers involved in the PDRP.
- Auditing to ensure appeals process is working.

## **24.2 Post Graduate Education**

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

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

## **24.3 Professional Development Leave**

24.3.1 The employer shall grant professional development leave of no less than 24 hours per calendar year for full time employees (pro rated to 20 hours per calendar year for part time employees). This leave enables employees to maintain competency, complete qualifications, attend courses and to undertake research or projects that are relevant to the employer and which facilitate the employee's growth and development. Prior approval of the employer must be obtained.

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

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

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

24.3.5 One day's leave (in addition to that prescribed in sub-clause 24.3.1) will be granted for the preparation of the portfolio required under the terms of the PDRP.

## **25.0 Policies and Procedures**

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

## **26.0 Health and Safety**

26.1 The employer shall comply with the provisions of the Health and Safety at Work Act 2015 and subsequent amendments concerning safety, health, and welfare matters.

The parties to this agreement agree that employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken.

- 26.2 It shall be the responsibility of the employer to ensure that the workplace meets required standards and that adequate and sufficient safety equipment is provided.
- 26.3 It shall be the responsibility of every employee covered by this agreement to work safely and to report any hazards, accidents, or injuries as soon as practicable to their supervisor.
- 26.4 It is a condition of employment that safety equipment and clothing required by the employer is to be worn or used by the employee and that safe working practices must be observed at all times.
- 26.5 Attention is also drawn to the employer's policies and procedures on health and safety.
- 26.6 The employer recognises that to fulfil their function health and safety delegates require adequate training, paid time and facilities.
- 26.7 The parties to this agreement recognise that effective health and safety committees are the appropriate means of providing consultative mechanisms on health and safety issues in the workplace.
- 26.8 Employees are required to ensure they maintain their ability to perform their duties safely and effectively. Employees must notify North Haven Hospice of any physical or mental health condition which may impact on their ability to perform their duties.

## ***27.0 Family Violence and Flexible Working Arrangements***

- 27.1 The Employer acknowledges that employees may be affected by family violence. The Employer will continue to support these employees, respecting their dignity and privacy in order to assist them to deal with the effects of domestic violence.
- 27.2 The Employee will be entitled to family violence leave in accordance with the Holidays Act 2003, subject to the employee's eligibility under this Act.
- 27.3 The Employee will be also entitled to request flexible work arrangements for a period of up to two months in accordance with the Employment Relation Act 2000, subject to the employee's eligibility under this Act.

## ***28.0 Uniforms and Protective Clothing***

- 28.1 Where the employer requires an employee to wear a uniform, it shall be provided free of charge, but shall remain the property of the employer.

- 28.2 Suitable protective clothing shall be provided at the employer's expense where the work involves a risk of excessive soiling or damage to uniforms or personal clothing or a risk of injury to the employee.
- 28.3 Damage to personal clothing – An employee shall be reasonably compensated for damage to personal clothing worn on duty, or reimbursed dry cleaning charges for excessive soiling to personal clothing worn on duty, provided the damage or soiling did not occur as a result of the employee's negligence, or failure to wear the protective clothing provided. Each case shall be determined on its merits by the employer.
- 28.4 Where uniforms are not supplied a clothing allowance of \$3.07 per shift worked shall be paid.

## ***29.0 Payment of Wages***

- 29.1 Employees will be paid fortnightly in arrears by direct credit.
- 29.2 Where an employee has taken leave in advance of it becoming due, and the employee leaves before the entitlement has accrued, the employer will deduct the amount owing in excess of entitlement from the employee's final pay.
- 29.3 Any monies agreed, as being owed by the employee to the employer upon termination will be deducted from the employee's final pay.
- 29.4 The employees shall complete timesheets as required by the employer. Wherever practicable any disputed items shall not be changed without first referring it to the affected employee.
- 29.5 Overpayment Recovery Procedures: Attention is drawn to the Wages Protection Act 1983 or any other amendment or Act passed in substitution. This clause must not act in a way that is inconsistent with that Act. In the event of an overpayment of wages, the employer may recover the amount of overpayment provided the employee is given written notification of the intention to recover the overpayment, the amount to be recovered and full explanation of the reasons for the overpayment. Overpayments should be recovered over an equivalent period to the overpayment.
- 29.6 The employer shall use its best endeavours to direct credit payment of wages into the employee's bank account one clear banking day prior to a public holiday.

## ***30.0 Termination of Employment***

### **30.1 Notice Period**

Either party may terminate the employment agreement with four weeks written notice, unless otherwise negotiated with the employer. Agreement for a shorter notice period will not be unreasonably withheld. When the agreed notice is not

given, the unexpired notice may be paid or forfeited by the party failing to give the agreed notice.

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

### **30.2 Abandonment of Employment**

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

## ***31.0 Harassment Prevention***

- 31.1 The parties recognise that harassment in the workplace is totally unacceptable. It is the responsibility of the employee to familiarise themselves with the relevant policy on harassment and the responsibility of the employer to communicate the extent of this policy and make it accessible to all employees.
- 31.2 Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence and other forms of intimidating behaviour.
- 31.3 All complaints will be taken seriously, and the employer undertakes to address these complaints with sensitivity and impartiality.

## ***32.0 Resolution of Employment Relationship Problems***

An "employment relationship problem" includes:

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

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

- (a) The employee is entitled to seek representation at any stage during the process. Help with an employment relations problem is available from within the workplace (employee manager) or outside the workplace (Ministry of Business,

Innovation and Employment 0800 20 90 20), or a union, an advocate or a lawyer.

- (b) If the matter is unresolved either party is entitled to seek mediation from the Ministry of Business, Innovation and Employment 0800 or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)

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

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

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

### ***33.0 Accidents and Injuries***

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

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

### ***34.0 Family Friendly Practices***

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

### ***35.0 Healthy Workplaces***

35.1 The parties to this collective agreement agree that all employees should have a healthy workplace. The parties support a workplace culture between employees and their managers that reflects an understanding and actively advocates an

appropriate balance between safe quality care, a safe quality work environment and organizational efficiency.

35.2 Regular joint NZNO/Employer Healthy Workplace Forums will be held.

### ***36.0 Deduction of Union Fees***

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

### ***37.0 Completeness, No Disadvantage and Transition***

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

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

**Signatures**

Date: 16/05/2022



.....  
Danielle Davies for and on behalf of NZNO

Authorised Representative of  
North Haven Hospice



.....  
Stephen McKinstry

**For and on behalf of  
THE NAMED EMPLOYER PARTIES TO THIS  
COLLECTIVE AGREEMENT**

## ***Appendix 1:***

### **MEMORANDUM OF UNDERSTANDING**

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

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