

Collective Employment Agreement

between

Southern Cross Hospitals Limited,
Level 12, Amp Centre, 29 Customs Street
West, Auckland 1010, New Zealand
and
New Zealand Nurses Organisation

1st July 2020 to 30th June 2022

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1. Definitions

Agreement means this composite collective employment agreement including all schedules and associated documents referred to herein

Annual Leave Interpretation “leave year” means the year ending with the anniversary date of the employees appointment “full pay” shall be calculated on the following basis, Leave type; Basic Annual Leave entitlement, All Other Leave Entitlement. Method of calculation will be in accordance with Holidays Act 2003, at the Employees ordinary (T1).

Annual Practising Certificate means a certificate issued by the NZ Nursing Council or any other registration authority under the HPCA Act 2003.

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.

Duty (or Shift) means the period of work required of an Employee within each period of 24 hours.

Employee(s) means those persons and any additional parties listed in Clause 5 [Coverage] of this agreement and where the context requires any one or more of them severally.

Employer means **Southern Cross Hospitals Limited** a duly incorporated company having its registered office at Level 12, Amp Centre, 29 Customs Street West, Auckland 1010, New Zealand.

Enrolled means employees registered by the NZ Nursing Council as ‘enrolled’ under the HPCA Act 2003.

Graduate Nurse means an employee registered by the NZ Nursing Council and employed under the Southern Cross Hospitals Graduate programme for a fixed term.

Healthcare Assistant means employees who assist in the ward, day surgery and theatre, but are not registered under the HPCA Act 2003. They may assist under supervision of registered staff with some patient cares.

HPCA Act 2003 means the Health Practitioners Competence Assurance Act 2003, or any successor legislation that is applicable within the life of this contract.

Hospital means the private hospital managed by Southern Cross Hospitals Limited, 58 Otonga Road, Rotorua owned and operated by the “Employer”.

New Employee means any employee engaged by the Employer within the first 30 days of their employment.

On call means time when an Employee is required to be available to be called back to work outside his/her ordinary hours of work

Part Time Employee means any employee who is employed for less than 40 hours per week.

Registered Nurse means employees registered by the NZ Nursing Council as ‘registered nurses’ under the HPCA Act 2003.

Relevant Hourly Rate means the hourly rate payable to an Employee pursuant to Schedule Two.

Service means the current continuous service with the Employer and its predecessors (namely, QE Health Limited, Queen Elizabeth Hospital, Southern Cross Hospitals Limited)

Substantially in relation to hours of work means engaged at a particular job for more than 50 per cent of the time during any one week

Temporary Employee means an Employee who is employed on a fixed term agreement, to cover situations that may be temporary, or related to specific rather than routine organisational needs or requirements

Union means **THE NEW ZEALAND NURSES ORGANISATION (INC)**

Week and working **week** means the seven days commencing at midnight Sunday/Monday

2. Parties

This agreement is entered into between:

Southern Cross Hospitals Limited a duly incorporated company having its registered office at Level 12, Amp Centre, 29 Customs Street West, Auckland 1010, New Zealand (hereinafter referred to as the Employer)

And

New Zealand Nurses Organisation (herein after referred to as the NZNO)

3. Background

- a. Southern Cross Hospitals Limited was a company formed in September 2009 merging the surgical business of QE Health with the business of SX Hospitals Rotorua. Southern Cross Hospitals Ltd has 100% ownership of Southern Cross Hospitals Limited. The business is identified as Southern Cross Hospitals Ltd, Registered at Level 12, Amp Centre, 29 Customs Street West, Auckland 1010, New Zealand.
- b. The previous QE Health Collective Employment Contract that governed NZNO employees who moved from QE Health to Southern Cross Hospitals Limited has expired.
- c. The Agreement is made pursuant to the Employment Relations Act 2000. It is a single union NZNO collective agreement. The Agreement shall not apply to:-
 - i. Employees of the Employer whose responsibilities are deemed by the Employer to be specialist managerial advisory or supervisory in nature;
 - ii. Employees of the Employer who are engaged under or covered by an individual employment agreement or by another employment agreement.

4. Objectives of The Parties

4.1 Statement of Objectives

The parties to the agreement are committed to the development of employment strategies and policies which will result in the facility being a successful private health provider which delivers quality community health and achieves excellence for clients through empowerment of all staff based on shared values.

Empowerment of staff means:

- Decision making through active participation
- Sharing and communicating knowledge
- Developing potential together

Excellence means:

- Quality care and systems which are accessible, responsive, appropriate and adaptable

It is expected that this process will result in:

- Client focus and self-responsibility
- Ownership of decisions by all (clients, Employees and Employer)
- Better decisions
- Staff satisfaction and motivation
- Recognition of contribution
- Pride in the organisation
- Improved credibility and reputation

- Competitiveness
- Viability and growth
- Continuous improvement

Leading to an organisation which is democratic and participative; where staffs are given the opportunity to contribute effectively to a shared organisation vision, mission, business objectives, strategic plans and policies; where all staff accept and adhere to the general philosophy and objectives of the organisation which are set out in broad terms in the First Schedule [General Philosophy and Objectives].

4.2 Participative Forum

The parties shall establish a participative forum which recognises the above statements and the provisions in the agreement relating to industrial democracy.

The success of this approach is dependent upon: -

- i. Providing on-going career and employment opportunities for individuals;
- ii. Maximising the efficiency of work processes;
- iii. Encouraging the acquisition of skills which contribute to the facility and the Employer;
- iv. Achieving flexibility of the workforce through: -
 - Reorganising work to deliver services required by our clients;
 - Broadening and upgrading peoples work skills
 - Encouraging people to fully utilise their skills and abilities;
- v. Building relationships of trust and co-operation between the parties, from a shared commitment to work through issues constructively
- vi. Continuing the development of a reward, remuneration and professional development programme, negotiated through the framework of a collective employment agreement.

Operative Part

5. Coverage

The Collective Agreement shall apply to employees who are members of the NZNO and employed by Southern Cross Hospitals Limited and work at Southern Cross Hospital Rotorua. Employees shall be included in one of the following groupings: -

- Nurses
- Healthcare Assistants
- Nurse Practitioners
- Clinical Nurse Managers

6. Exclusions to Coverage

Service Managers

7. Term of Agreement

This agreement commences on: July 1st 2020, and shall expire on 30th June 2022.

8. Variations

8.1 The provisions of the Agreement may be varied during the term by written agreement between the Employer and the Employees directly affected by the proposed variation and the relevant union. Employees not directly affected by such variation shall continue to be covered by the original provisions of the Agreement.

8.2 Procedures for Variations;

- i. The party promoting the Variation shall provide a written copy of the proposed variation to the other parties directly affected.
- ii. All employees directly affected by a proposed variation shall have the opportunity to vote on the variation and a decision shall be reached by a weighted majority of the 70% of votes cast. Conduct of the vote must be procedurally fair.
- iii. All affected parties shall sign the variation.
- iv. The variation shall have the same expiry date as the agreement.

9. New Employees

9.1 The parties agree that any new employee, whose work is covered by the coverage clause 5 of this Agreement, who is engaged by the Employer and is a member of NZNO, shall be entitled to all benefits, and be bound by the obligations, under this agreement.

9.2 The Employer shall follow the requirements of the Employment Relations Act with regard to new employees. The Employer shall advise new employees that the employer is a party to the Collective Agreement, that they are able to join NZNO and be covered and are provided with a copy of the current collective agreement.

9.3 Thereafter the new employee shall choose whether he/she will join the NZNO or pursue an Individual Employment Agreement.

NOTE: All provisions of Section 62 of the Employment Relations Act 2000 shall apply.

10. Terms of Employment

Refer to (41).

11. Service

11.1 Current Continuous Service and Length of Service

11.1.1 From the date of commencement of employment with the Employer for an Employee who commenced employment with the employer on or after July 1993;

11.1.2 From the date established by agreement between the Employer and any Employee who was employed by the Board on 30 June 1993, such a date being included in the Second Schedule [Employees] alongside the name of the affected Employees.

12. Hours of Work

12.1 Ordinary Hours of Work

12.1.1 Unless otherwise agreed the parties directly affected ordinary hours of work for whole time Employees shall be 8 consecutive hours per shift (exclusive of meal breaks) worked between the hours of 0600 hours and 2100 hours from Mondays to Fridays inclusive for a total number of hours aggregated per fortnight of not more than 80 hours. The ordinary hourly rate of pay (T1) should be two thousand

and eighty sixth part correct to three decimal places of a dollar, of the basic annual salary.

- 12.1.2** Except where a lesser period has been agreed between the parties directly affected each shift shall be not more than 10 hours or less than 8 hours.
- 12.1.3** Where the Employer or an Employee or group of Employees request a change from the established hours of work the new hours of work must first be agreed by the Employer, the affected Employees and the Union. Such agreement shall be documented as a variation to the Agreement and shall include any consequential changes to overtime payments, penal payments and leave entitlements.
- 12.1.4** Notwithstanding the above provisions of this clause the Employees and the Union acknowledge and accept that the Employer may introduce a 4-day x 10 hours per day working week arrangement on the following;
- i. The arrangement shall first be agreed in writing between the affected parties such agreement not to be unreasonably withheld if the provisions of this clause are adhered to.
 - ii. Four days' work shall be followed by three consecutive Days off (a split pattern of days off may be agreed if it does not affect shift rosters at the hospital).
 - iii. One duty shall comprise a 10-hour straight shift plus two half-hour or one-hour meal break to be completed in 11 hours.
 - iv. Part time Employees shall not be disadvantaged by the arrangement through reduction of their hours worked.
 - v. Overtime (17.1.1) shall be payable after 10 hours worked.
 - vi. For the purposes of Penal time calculations (12.2) ordinary hours shall be 10 hours per duty.
 - vii. Leave time calculations and payments for statutory holidays shall be based on a 10-hour duty.
 - viii. Rosters (12.2) shall, be arranged to suit the Employer and the Employees.
 - ix. Suitable arrangements are negotiated between the Employer and the Employees in relation to childcare.
 - x. Suitable security measures are taken by the Employer in relation to the safety of Employees required work outside daylight hours.

12.1.5 Split Shifts

- i. Hours of each duty shall be continuous apart from meal or rest breaks
- ii. Split periods of duty may be worked in cases of emergency or by agreement between the Employer and Employee and noted on the timesheet.

Split Shift is a minimum of 2 hours and maximum of 9 hours between shifts.

When an Employee has agreed to work split periods the Employer shall give the Employee five (5) working days' prior notice of each required split period.
- iii. An allowance of \$2.85 from 01 July 2018, (\$2.93 from 1 December 2018, \$3.01 from 1 July 2019; and \$3.10 from 1 December 2019) per shift shall be paid to each Employee for each split period shift worked.

This clause 12.1.5 shall not apply to casual Employees.

12.2 Rosters

- 12.2.1** A minimum roster period of 14 days shall be posted at least 14 days in advance.
- 12.2.2** Once posted, rosters may only be varied following consultation with affected staff or in the event of exceptional circumstance.
- 12.2.3** Except with the consent of the affected staff each roster shall include no more than 7 shifts per Employee before that Employee is rostered off.

12.3 Days Off

- 12.3.1** Subject to (12.3.3) two consecutive days' holiday within each week shall be allowed to each Employee. An Employee called back to work on any of his/her Days off shall be paid for a minimum of four hours' work at ordinary time (T1) rate provided that this minimum may be reduced to fewer hours by agreement between the parties.
- 12.3.2** To meet services needs up to seven consecutive duties may be worked. When seven consecutive duties are worked these shall be followed by no less than two consecutive days off.
- 12.3.3** Once in every four (4) weeks nursing Employees may be required to take their Days off other than consecutively to facilitate rostering.
- 12.3.4 Span of Hours and Minimum Breaks**
- i. Notwithstanding entitlement to overtime in (iii) hereof or (15.3). Employees on shift work shall be entitled to a minimum break of 9 hours between shifts.
 - ii.
 - a. Wherever possible, Employees changing any consecutive days from one shift to another in a roster shall be rostered a minimum "off duty" break of 12 consecutive hours.
 - b. At the request of the Employee and with the consent of the Employer, the Employee may reduce
 - c. In emergencies the minimum "off duty" break of 12 hours in ii (b) shall not operate but in any case the "off duty" break shall not be less than 9 hours.
 - iii. In any case where a break of less than 9 hours occurs overtime shall be paid until a break of 9 hours can be taken.
 - iv. Notwithstanding the foregoing conditions, with the prior approval of the Employer which shall not be unreasonably withheld, Employees may be permitted to change shifts one with another by mutual agreement. In such cases provisions relating to the payment of additional overtime or other penalties will not apply.

12.4 Weekend Public Holiday Facility Closures

- 12.4.1** The "Employer" needs to have the opportunity to close the facility for periods other than Christmas and refurbishment to improve the services' financial viability. The "Employer" can close its surgical inpatient facilities on Weekends and on Public Holidays subject to the following:
- 12.4.2** The "Employer's" Management will outline a plan for closure one month in advance. These closures are planned to occur during weekends and some public holidays.
- 12.4.3** Where ever possible two weeks' notice will be given to employees if the "Employer" is not to close for periods when they were originally planned to close.
- 12.4.4** Staff who would normally work on days when the facility is closed as prescribed above will not be paid for such days, but will be offered alternative hours/shifts to maintain their normal fortnightly hours.
- 12.4.5** One staff member may be unable to accept alternative hours/shift. He/she will be considered for a redundancy payment as prescribed in the Collective Employment Agreement. The percentage FTE being made redundant will be calculated on the ration of time that the staff member has worked compared to the amount of time they would have worked if the facility had been open normally. It must be proved that the staff member could not change her hours of work.

- 12.4.6** Any new Employee employed after 1 July 2004 will not be entitled to the one-off payments prescribed hereto. All such new employees will be informed in writing at appointment that the hospital may close on weekends and public holidays post July 2004.

13. Meals and Rest Periods

- 13.1** Except when required for urgent or emergency work and except as provided in (13.2) below, no employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.
- 13.2** An employee unable to be relieved from work for a meal break shall be allowed to have a meal on duty and this period shall be regarded as working time.
- 13.3** Except as provided in (13.2) above an employee unable to take a meal after five hours' duty shall be paid at half time rate in addition to normal salary (T1.5) from the expiry of five hours until the time when a meal break or a meal on duty can be taken
- 13.4** Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked around the mid-point of the work periods either side of a meal break. Tea, coffee, sugar, milk and facilities for boiling water will be provided free by the Employer.

14. Remuneration

Remuneration schedule for Registered Nurses, Enrolled Nurses, and Health Care Assistants is attached in the Second Schedule (Employees).

15. Allowances

15.1 Call back

15.1.1 An Employee shall be paid for a minimum of three hours, or for actual working and travelling time and reasonable travelling expenses, whichever is the greater, at the appropriate overtime rate, when the Employee:

- i. after completing the day's work or shift and having left the place of employment, is called back to work; or
- ii. is called in to work before the normal starting time and does not continue working until such normal starting time.

15.1.2 Call backs commencing and finishing within the minimum period covered by an earlier call back shall not be paid for.

15.1.3 Where a call back commences before and continues beyond the end of a minimum period for a previous call back, payment shall be made as if the Employee had worked continuously from the beginning of the previous call back to the end of the later call back.

15.1.4 An Employee called back to work on any of his/her Days off shall be paid for a minimum of four hours' work at ordinary time (T1) rate provided that this minimum may be reduced to fewer hours by agreement between the parties.

15.2 On Call

15.2.1 An employee who is required by the Employer to be on call during normal off duty hours shall be paid an on call allowance of \$8.00 from 01 July 2018 per hour except on Public Holidays when the rate shall be \$10 (from 01 July 2018)

15.2.2 It will be the manager's responsibility to inform payroll of the terms and conditions negotiated.

15.3 Glide Time

15.3.1 Notwithstanding the provisions of (12.1.4) the Employer and an Employee may agree to vary the time of the day during which duties are worked. All such variations shall be recorded on the time sheet of the Employee and signed by the Employer.

15.4 Time in Lieu

15.4.1 A whole time or part time Employee may by mutual agreement with the Employer work more than his/her normal hours of work in lieu of being paid overtime ("lieu leave").

15.4.2 An Employee may accumulate such lieu leave at the rate of T1.5 up to the equivalent of 40 hours' ordinary time.

15.4.3 Lieu leave may be taken by the Employee at such time(s) as the Employer shall reasonably permit.

15.4.4 Once lieu leave of an Employee has accumulated to the equivalent of 40 ordinary (T1) hours it shall be paid to the Employee.

15.4.5 An employee who is required to attend a compulsory hospital-wide "in-service" training session, will be entitled to Time in Lieu for the time of the training session

15.4.6 An employee, who attends non-compulsory "in-service" training sessions, will not be entitled to Time in Lieu.

15.4.7 Employees are required to take Time in Lieu hours within six (6) months of accruing the time. The employer needs to ensure that if Time in Lieu cannot be taken within six months of accumulating the lieu time that the employee shall be paid for the hours in excess of six months. If the employee has not taken this time within six months, then the employee will forfeit the Time in Lieu hours older than six months unless prior approval to pay out these hours has been agreed by the employer.

15.5 Higher Duties Allowance

15.5.1 A higher duties allowance will be paid to an Employee who has been specifically directed in writing to perform the duties and responsibilities of a position at a level higher than the Employee's own.

15.5.2 The Employee shall be paid, in addition to their normal salary, an allowance of 10% of their basic (T1) salary for the period they act in that position PROVIDED THAT payment shall not be made if the period in which the Employee is acting in the higher position is less than four consecutive duties or working days or such lesser period as the Employer may require, but where the period is four or more consecutive duties or working days' payment shall be made for the whole period as worked.

15.6 Refund of Annual Practising Certificate Fee

15.6.1 Where an Employee is engaged by the Employer in duties for which there is a statutory requirement to hold a current practising certificate, the Employer shall refund to the Employee the cost of annual renewal of his/her practising certificate.

15.6.2 If an Employee works for more than one organisation the refund will be paid on a pro rata based on the number of hours normally worked at the organisations.

15.7 Motor Vehicle Reimbursement

15.7.1 When an Employee is required by the employer to use his/her own motor vehicle for work purposes he/she shall be paid at the current "Motor vehicles flat rate" published by the Inland Revenue Department.

15.8 Uniforms and Protective Clothing and Footwear

15.8.1 Where the Employer requires an Employee to wear a particular uniform, including appropriate footwear, this shall be supplied by the Employer free of charge.

15.8.2 Suitable protective clothing and safety footwear (where necessary to prevent injury from work accidents or risk to the health or safety of an Employee) shall be provided by the Employer when the work involves a risk of excessive soiling or damage to uniforms or personal clothing.

- 15.8.3** All clothing supplied by the Employer shall remain the property of the Employer.
- 15.8.4** Claims for compensation for damage during working hours to personal clothing, watches, footwear or eyewear of an Employee shall be determined and paid at the discretion of the Employer on merit.

16. Kiwisaver

Southern Cross Hospitals Limited will treat wages, salaries and other taxable payments payable to the employee as being inclusive of the KiwiSaver compulsory employer contributions.

17. Overtime and Penal Time

17.1 Overtime

- 17.1.1** Overtime – is time worked in excess of the rostered hours for each duty, or the duties rostered for the fortnight, when such work has been properly authorised. Part-time employees shall not be paid overtime until hours worked exceed 80 in any fortnight or until 8 hours per duty or the rostered shift, whichever is the greater, have been exceeded.
- 17.1.2** Overtime, except on public holidays, shall be paid at time and one half time (T1.5) inclusive of the ordinary hourly rate of pay for the first three hours and at double time (T2) inclusive of the ordinary hourly rate of pay thereafter.
- 17.1.3** Overtime worked on public holidays shall be paid at time two (T2) inclusive of the ordinary rate of pay.

17.2 Penal Time

- 17.2.1** 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.
- 17.2.2** Public holiday rate – applies to time worked between midnight and midnight on the day of a public holiday shall be paid at time one (T1) in addition to the ordinary hourly rate of pay.
- 17.2.3** Night rate – applies to ordinary hours of duty (other than overtime) that fall between 9:00 pm and the completion of a night duty, from midnight Sunday/Monday to midnight Friday/Saturday and shall be paid at quarter time (T0.25) in addition to the ordinary hourly rate of pay.
- 17.2.4** Overtime and weekend/public holiday or night rates shall not be paid in respect of the same hours, the higher rate will apply.
- i. In lieu of payment for overtime and penal time an annual allowance may be negotiated.
 - ii. The parties recognise that individual groups of nurses may have access to time in lieu or overtime provisions when working outside normal hours of work. These provisions will be at the discretion of the employer and will be detailed in a separate protocol for the particular group of employees

18. Annual Leave Entitlement

18.1 Subject to any variations recited herein the following shall apply:

- 18.1.1** Whole time Employees: Whole time Employees shall be entitled to annual leave on full pay in respect of each leave year as follows: Under six years' service - 20 working days; Six or more years' service - 25 working days.
- 18.1.2** Part-time Employees: Under the same length of service qualification periods as whole time Employees, part-time Employees shall be entitled to annual leave (on

usual full pay) pro rata to that of whole time Employees based on the annual number of hours worked relative to ordinary hours of work for whole time Employees.

18.1.3 Casual Employees: A payment of 8% of gross wages calculated in arrears for each pay period shall be made to casual Employees upon taking of annual leave.

18.1.4 Temporary Employees: Leave for temporary Employees shall be accrued on the same basis as Part-time Employees and shall be paid at termination of their employment.

18.2 Taking of annual leave

18.2.1 Annual leave shall be taken at a time or times approved by the Employer having regard to the work requirements of the facility, other staff cover available, and after taking into account any expressed preference of the staff member through written leave application.

18.2.2

- i. The Employer may permit an Employee to take annual leave in one or more periods.
- ii. At least two weeks of an Employee's annual leave must be taken at one time.
- iii. If the facility is closed for a period at Christmas/New Year or for a period for rebuilding or refurbishment the Employer may require the Employee to take accrued leave during any such period of closure PROVIDED THAT in the case of closure for rebuilding or refurbishment at least 3 months' prior notice of closure is given to the Employee and in the case of other closure at least 8 weeks' prior notice is given to the Employee.

18.2.3 When an Employee ceases employment, salary shall be paid for accrued annual leave and the last day of service shall be the last day of such accrued leave.

18.2.4 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 essential for the rest and recreation needs of all employees. Therefore, the employer will not promote or accept requests from employees to pay out one week of the 4-week annual leave yearly entitlement except where the employee establishes that exceptional circumstances require them to make such request.

18.3 Accumulation of annual leave

The Employer may permit at its discretion all or part of the annual leave accruing in respect of a leave year to be postponed to the next following year, but in any case the annual leave entitlement at any time shall not exceed the total of annual leave accruing in respect of two leave years

PROVIDED THAT where an Employee is on continuous leave without pay due to illness or accident the Employee shall be entitled to take or accumulate leave for up to two years after which such Employee will not qualify for any further leave until duty is resumed.

18.4 Extra Leave for Shift Employees

In any 12-month period Employees who:

- 18.4.1** Have completed three months' continuous employment on rotating morning and afternoon shift work as required by the Employer; or
- 18.4.2** Are engaged to or required to work permanently on rotating night shift work (commencing after 2100 hours) shall be entitled to five additional days' annual leave.

This is summarised below:

- It applies to all NZNO staff who work at least 2 hours outside of the hours of 8.00am and 5.00pm, excluding overtime. The shifts that qualify for this are all afternoon and night shifts.
- The leave entitlement is calculated by adding up the number of shifts performed over

the year since the staff member's anniversary (i.e. start date at Southern Cross Hospitals) date that are outside of the hours 8.00am to 5.00pm period. Using the table below, the number of additional annual leave days can be calculated.

TABLE

Number of qualifying shifts per annum	Number of days additional leave per annum
121 or more	5 days
96 – 120	4 days
71 – 95	3 days
46 – 70	2 days
21 – 45	1 day

19. Long Service Leave

- 19.1** Employees who have completed 20 years' current continuous service with the Employer, shall be granted a once only four weeks Long Service Leave. This leave **must** be taken within five years of qualification and before relinquishment of employment or it will be forfeited.
- 19.2** Payment for long service leave shall be on the same basis of average earnings as applies with annual leave. Average earnings are to be assessed on the basis of the calculation year preceding the leave, and paid out at the commencement of the leave.

20. Public Holidays

20.1 The Holidays Act 2003 (the Act) provides for public holidays, annual holidays, sick and bereavement leave and the basic conditions surrounding such are provided in the following clauses in accordance with the Act. The union, employer or the Ministry of Business Innovation and Employment (phone 0800 20 90 20) will provide additional information about all entitlements under this Act, upon an employee's request.

20.2 Relevant Daily Pay "RDP"

- 20.2.1** For the purpose of calculating payments for a public holiday, alternative holiday, sick leave or bereavement leave, the term Relevant Daily Pay "RDP" means:
- 20.2.2** The amount of pay that an employee would have received had they worked on the day concerned, including:
- Any productivity or incentive based payments if those payments would have otherwise been received on the day concerned; and
 - Overtime payments if those payments would have otherwise been received on the day concerned.
- 20.2.3** To avoid doubt, if (20.2.2) above is to be applied in the case of a public holiday, the amount does not include any amount that would be added by virtue of s.50 (1)(a) of the Act (which relates to the requirement to pay time and a half).

20.3 Penal Rates:

A penal rate is an identifiable additional amount that is payable to compensate an employee for working on a particular day of the week or a particular type of day (eg; a public holiday).

20.4 The following days shall be observed as public holidays:

- New Year's Day
- The day after New Year's Day
- Waitangi Day

- Good Friday
- Easter Monday
- ANZAC Day
- Sovereign's Birthday
- Labour Day
- Christmas Day
- Boxing Day
- Anniversary Day (as observed in the locality concerned)

20.5 When any of the above holidays falls on a Saturday or Sunday, it shall be observed on the following Monday, and, in the event of another holiday falling on such a Monday, such other holiday shall be observed on the next succeeding Tuesday. Full time employees assigned to shift work will be granted 11 days leave, in lieu of public holidays in addition to their annual holiday entitlement. Any days in lieu provided by (20.6) are inclusive of the lieu days provided by this clause.

20.6 Part time employees whose days of work are:

20.6.1 Fixed - shall not be entitled to such time in lieu if their rostered day off falls on a Public Holiday.

20.6.2 Not fixed - shall be entitled to the time in lieu for the public holiday if they worked on the day of the week that the Public Holiday falls 50% or more of the time over the last three months, based on the number of hours normally worked on that day.

20.6.3 All part time employees who work on, or are on call on a public holiday will be granted a day off in lieu.

20.7 Provided that, in order to maintain essential services, the employer may require an employee to work on a public holiday.

20.7.1 When employees are required to work on an observed public holiday as provided above they will be paid at time one (T1) in addition to their ordinary hourly rate of pay and those employees who are not assigned to shift work, as in (20.2.3) will be granted a day off in lieu to be taken at a time agreeable to both the employer and the employee.

20.7.2 An employee who is not assigned to shift work and is required to be on call on an observed public holiday as provided above, will be granted one day in lieu whether or not the employee is called back to work.

20.8 Public holidays falling during leave:

20.8.1 Leave on pay

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

20.8.2 Leave without pay

An employee shall not be entitled to payment for a public holiday falling during a period of leave without pay (including sick leave and military leave without pay) unless the employee has worked during the fortnight ending on the day on which the holiday is observed.

20.8.3 Leave on reduced pay

An employee, during a period on reduced pay, shall be paid at the same reduced rate for public holidays falling during the period of such leave.

20.8.4 An employee required to work on 25 December (Christmas Day) when that day falls on a Saturday or Sunday, shall receive the penal payment and a day in lieu

as if it were a public holiday, except where the employee is also required to work on the day on which the holiday is actually being observed.

- 20.8.5** When the employee works on both the Saturday/Sunday and the day on which the public holiday is observed, the payment for the Saturday/Sunday will be as if those days were a normal Saturday/Sunday.

21. Recreation Day

- 21.1** Employees shall be entitled to qualify for one day, (or two half days), recreational leave with pay each year, only after completion of 12 months' service and thereafter on the anniversary of appointment each year.
- 21.2** If untaken during any particular leave year, the recreation holiday shall be cancelled, i.e., it may not be carried forward.
- 21.3** Employees resigning or retiring shall not be paid for any recreation holiday untaken at the date of resignation or retirement.
- 21.4** Where a rostered day off for a qualifying employee who regularly works five days per week falls on the recreation holiday, that employee shall be allowed a day off in lieu at a mutually agreed date.
- 21.5** Where a qualifying employee works a normal duty on the recreation day the employee shall receive no additional payment but will be allowed a day off in lieu at a mutually agreed date. Where applicable, overtime will be paid in accordance with the provisions of (17.1)
- 21.6** Payment in respect of leave for recreation holidays shall be at the employee's ordinary (T1) rate.

22. Illness, Injury and Domestic Leave

- 22.1** The employee shall be entitled to unlimited sick leave provisions which will be administered in accordance with the Holidays Act 2003. Legislative sick leave will be paid at the "**Employees**" normal rate for that shift.

The "**Employer**" may require the employee to produce a medical certificate for the period of absence and further certificates in the case of extended or frequent illness.

Where the "**Employer**" requests the employee to consult with a GP or Specialist purely for the purposes of obtaining a medical certificate the "**Employer**" will reimburse the employee for the consultation fee.

The employee shall advise the "**Employer**" as soon as practicable of the inability to work because of sickness.

Sick pay shall have no cash value other than for sick leave.

- 22.1.1** The continuing good health of every employee is a matter of importance to the employer. Health and work performance are inseparable; therefore, the Employer believes in adopting a flexible approach to illness/injury/domestic leave so that the Employee does not suffer undue financial hardship.

22.1.2 All Employees are eligible for illness/injury/domestic leave:

- i. When absent from work through illness;
- ii. When absent from work due to work related injuries;
- iii. For any period of absence from work due to non-work related injury which is not covered by the provisions of the Accident Rehabilitation and Compensation Insurance Act 1992 or any replacement legislation ("ACC Act");
- iv. When an Employee is required to attend to a member of his/her household who through illness becomes dependent on him/her;
- v. When illness occurs during annual leave or long service leave (except where the illness occurs during relinquishment of office or during a period of closure of the facility) if:

- a. The period of illness is more than three days: and
- b. The Employee produces a medical certificate showing the nature and duration of the illness.

PROVIDED THAT annual leave or long service leave may not be split to allow periods of illness of three days or less to be taken on illness leave;

- vi. In accordance with (23) when illness occurs during bereavement leave.

22.1.3 Any Employees claiming under the ACC Act must promptly notify the Employer and provide such supporting evidence as is required to lodge the claim. The Employer must promptly lodge the claim with ACC.

22.1.4 Illness/injury/domestic leave will be calculated at an Employee's ordinary rate of pay for rostered days of work that fall within the period of absence less any Accident Rehabilitation and Compensation Insurance or any other state benefit the Employee is entitled to receive as a result of the illness or injury.

22.1.5 Granting of Illness/Injury/Domestic Leave Conditional

- i. The granting of illness/injury/domestic leave is conditional on the Employee notifying his/her respective supervisor or Service Manager of the commencement and anticipated period of absence as soon as possible on the first day of absence.
- ii. The granting of illness/injury/domestic leave is conditional on the employee producing a medical certificate showing the duration of the illness if three consecutive leave days are being requested.

22.1.6 Consistent Pattern of Short Term Illness, Injury, Domestic Leave

- i. Where an Employee has a consistent pattern of short term illness, injury or domestic leave absences or where those absences total ten working days/shifts or more in a year, then that Employee's illness/injury/domestic leave **may** be reviewed by a panel ("Review Panel") comprising the Employee's supervisor, the Employer's Manager and the Employee's representative or delegate (when represented) and such other persons (if any) as those persons may agree to second.
- ii. The Employee may be required to attend meetings of a Review Panel Inter alia to substantiate his/her pattern of leave taking.
- iii. The initial focus of the review will be to assist the Employee is Establishing practical arrangements to recover from illness or injury.

22.1.7 A Review Panel may:

- i. Require the Employee to support all future illness/injury/domestic leave claims with a medical certificate and/or;
- ii. Require the Employee to undergo an examination by a medical practitioner nominated by the Employer and at the Employer's expense, and/or
- iii. Restrict or withdraw in respect of that Employee for a specified period the illness/injury/domestic leave provisions of this clause to the extent permitted by the Holidays Act 1981;
- iv. Require the Employee to attend an Employee Assistance Programme.
- v. Explore options for lighter duties in consultation with the Employee and his/her medical adviser.
- vi. Where an Employee becomes incapacitated or disabled through illness or Injury as confirmed by the unanimous opinion of medical practitioners nominated by both the Employer and the Employee, the Employees'

situation will be reviewed by a Review Panel and if unable to return to work, the Employee's employment may be terminated by the Employer.

- 22.1.8** This system of open illness/injury/domestic leave is intended to provide protection for Employees in respect of enforced absences due to illness, domestic illness or injury. It replaces provisions in predecessor agreements that enabled Employees to accumulate an entitlement to sick leave as protection against long term absences from work. The spirit of the predecessor agreement will continue to be preserved by maintaining a record of individual illness/injury/domestic leave entitlement as at the commencement date. That entitlement less the number of days' sick leave subsequently taken under the open sick leave system may at the discretion of the Employer (only after recommendation of the Review Panel) be used before implementation of the (22.1.7) provision where an Employee becomes incapacitated or disabled through sickness or after the first week of absence due to a non-work injury at the rate of one day's sick pay for each week of Accident Rehabilitation and Compensation Insurance compensated absence.
- 22.1.9** The entitlements under (21.4), which, except for the provisions of (22.1.7) do not place a limit on entitlement, are not intended to be in addition to the Special Leave Provisions of the Holidays Amendment Act 2004.
- 22.1.10** Employer will maintain a record of sick leave entitlement for each Employee in terms of the entitlements in the Holidays Amendment Act 2004. These entitlements shall be added to the un-utilised remainder of the existing individual sick leave entitlements as preserved under (22.1.8).

22.1.11 Medical Examination

- i. If required by the Review Panel the purposes of establishing the ability of The Employee to perform his/her obligations hereunder the Employee shall undergo a medical examination by a registered medical practitioner nominated by the Review Panel after consultation with the Employee.
- ii. A written certificate and report of the results of the examination to the extent that they affect the ability of the Employee to fulfil his/her obligations hereunder shall be made available to the Review Panel forth with after the examination.
- iii. Production of a copy of this clause together with a declaration from an authorised representative of the Employer that on the date such declaration is presented the Employee is bound by this clause under his/her agreement of employment with the employer shall be sufficient evidence and authorisation for the Medical Practitioner to release such certificate and report to the Review Panel for that Employee.
- iv. Notwithstanding the provisions of clause (29.7), for the purposes of the Privacy Act 1993 and any other legislation affecting disclosure of information the Employee consents to the preparation of and release to the Employer of such a certificate and report on the terms and conditions set out in this clause.
- v. The cost of such medical examination, certificate and report shall be borne by the Employer.

23. Bereavement and Tangihanga Leave

- 23.1** The Employer shall approve special bereavement leave on pay for an Employee to discharge any obligation and/or to pay respects to a deceased person with whom the Employee has had a close association. Such obligation 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).
- 23.2** If a bereavement occurs while an Employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may, at the discretion of the Employer, be interrupted and bereavement leave granted in terms of (23.1) above. This provision will not apply if the Employee is on leave without pay or during periods of closure of the facility.

- 23.3** In granting leave the Employer must administer these provisions in a culturally sensitive manner.
- 23.4** The length of leave shall be at the discretion of the Employer in accordance with the following criteria: -
- 23.4.1** The closeness of the association (which need not be a blood relationship between the Employee and the deceased);
 - 23.4.2** Whether the Employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
 - 23.4.3** The amount of time needed to discharge properly any responsibilities or obligations with the minimum being no less than provided for in the Holidays Act 2003;
 - 23.4.4** Allowance for reasonable travelling time, but for leave involving overseas travel, it may not be the full period of travel;
 - 23.4.5** The Employer's decision to grant leave and the terms of leave must be made as quickly as possible so that the Employee is given the maximum time possible to make any arrangements necessary. Such decision may be given retrospectively where necessary;
 - 23.4.6** If paid special leave is not appropriate, then annual leave or leave without pay may be granted as a last resort.

24. Parental Leave

All Employees shall be entitled to Parental Leave in accordance with the Parental Leave and Employment Protection (Paid Parental Leave) Amendment Act 2002, and the Parental Leave and Employment Protections (Rate of Parental Leave Payment) Regulations 2007, summaries of the main provisions of which is included in the Third Schedule [Parental Leave].

25. Family Violence Leave

- 25.1** All Employees, following six months' continuous service, shall be entitled to Domestic Violence Leave in accordance with the Domestic Violence – Victims' Protection Act 2018.
- 25.2** An Employee may also request flexible working arrangements for up to two months be considered by the Employer, in accordance with the Domestic Violence – Victims' Protection Act 2018.

26. Jury Service and Witness Leave

26.1 Jury Service

- 26.1.1** If an Employee is called for jury service, the Employer may apply for postponement because of particular work needs.
- 26.1.2** The Employee if called for jury service may elect in consultation with the Employer to take annual leave, leave on pay, or leave without pay.
- 26.1.3** Where annual leave is taken or leave without pay is granted or where the jury service is performed during an Employee's off duty hours, the Employee may retain the juror's fees (and expenses paid).
- 26.1.4** Where jury service leave on pay is granted:
 - i. A certificate shall be given to the Employee by the Employer to the effect that the Employee has been granted leave on pay and

requesting the Court to complete details of juror's fees and expenses paid;

- ii. The Employee shall pay the juror's fees received to the Employer together with full details from the Court of how such fees and any expenses have been made up. The Employee may retain the expenses paid.
- iii. It shall only be in respect of normal working hours actually spent on jury service, including reasonable travelling time. For any normal working hours during the trial concerned when the Employee is not required by the Court for jury service, the Employee shall report back to work where this is reasonable and practicable.
- iv. It shall be conditional upon the Employee fulfilling his/her obligations under this clause.

26.2 Witness Leave

- 26.2.1** At the discretion of the Employer an Employee who is subpoenaed to attend a Court as a witness in a criminal case may take either annual leave or leave without pay for the duration of the trial and in either case the Employee shall be entitled to retain any witness expenses.

27. Education and Training Leave

- 27.1** The Employer recognises that training and development of staff is essential to maintain a quality and efficient service. The Employer will fund or provide staff training or development, including granting of leave to complete qualifications, attend seminars and to undertake research projects which are relevant to the work of the Employer and which facilitates Employee growth and development.

Service needs and priorities will be taken into account along with the availability of resources in the funding/provision of training. Access to the allowances set out in (26.2) must be made by individual Employees in accordance with the procedures for Education and Training leave and the application for Course Conference Leave (05.06.01.1-f02 Application for Course/Conference Leave) prescribed by the Employer.

- 27.2** For the purpose of education training and development the Employer will make the following in annual provisions for and subject to individual Employees fulfilling the qualifying criteria may pay and/or allow to such Employees: -

27.2.1 Up to five days paid leave for and 1% per annum of the base salary of whole time Employees for whom the Employer is required to pay the cost of practising certificate under clause 18; or

27.2.2 Up to 2½ days paid leave for and 0.5% per annum of the base salary of whole time Employees not covered in (26.2.1) above;

27.2.3 Similar provisions for part-time Employees on a pro-rata basis;

27.2.4 Allocations made under (26.2.1) above may be accumulated for two years.

27.3 Professional Development Recognition Programme

27.3.1 What is a PDRP?

A PDRP is a competence based programme that assesses practice against competencies, recognises level of practice and supports ongoing professional development. It is based on a professional development model for nurses to gain recognition of nursing competence, promoting expertise and valuing contribution to nursing.

The Health Practitioners Competence Assurance (HPCA) Act (2003) requires the Nursing Council of New Zealand (NCNZ) to ensure the ongoing competence of nurses. Specific continuing competence requirements for all nurses were introduced as part of the practising certificate renewal process in September 2004.

NCNZ have identified PDRPs as one way of demonstrating competence and approves PDRPs as recertification programmes under section 41 of the Act for the purpose of ensuring nurses are competent to practise.

Southern Cross Hospitals has adopted the PRDP used by Southern Cross Hospitals.

Southern Cross Hospitals' PDRP ensures that the programme meets all of NCNZ standards, aligned closely with the new competencies and met agreed principles.

27.3.2 Principles

The Southern Cross Hospitals' PDRP:

- Meets NCNZ continuing competence requirements – and those of other disciplines as appropriate
- Links directly to NCNZ competencies – and other discipline competencies for non-nurses
- Meets NCNZ standards for PDRPs
- Is developed and managed by the profession(s) and those who participate
- Is open for all nurses (and other disciplines as appropriate) to participate in
- Has consistent, fair and transparent processes
- Complies with relevant legislation
- Is competency based
- Reflects contemporary practice
- Accepts a range of evidence
- Is based on Benner's novice to expert theory
- Is portable and transferable between areas of practice and organizations

27.3.3 Why have a PDRP?

The Southern Cross Hospitals' PDRP aims to:

- ensure practice expertise is visible, valued and understood
- enable differentiation between the different levels of practice
- value and reward practice
- encourage practice development
- identify role models
- encourage reflection on practice
- encourage evidence based practice
- provide a structure for ongoing education and training
- assist nurses to meet the requirements for competence based practicing certificates
- assist in staff retention

27.3.4 What does it involve for the individual?

The process involves development of a personal professional profile (or portfolio) which is assessed against set criteria for the chosen level of practice. The organisation must ensure that the PDRP has robust processes in place to ensure fair, transparent and consistent assessment and implementation occurs.

Full details of the PDRP can be found in the Southern Cross Hospitals' PDRP – Processes (KB#10810).

27.3.5 Remuneration

In recognition of the importance of increasing the number of expert/accomplished and proficient registered nurses, an employee who reaches the following levels will receive a pro-rate allowance as long as the employee maintains that level of practice. All levels of practice allowances shall be added to the base rate of pay and be payable on all hours worked. The allowances paid for PDRP is attached in Schedule 2 [Remuneration].

28. Other Leave Provisions

28.1 Unpaid Leave

Leave without pay may be granted at the discretion of the Employer and must be applied for in writing to the Employer.

28.2 Leave to Attend Meetings of Statutory Boards and Committees

The Employer shall grant leave on full pay to Employees appointed to Boards or Committees convened by the Ministry of Health to attend meetings of such boards or Committees provided that: -

27.2.1 The appointment to the Board or Committee is a ministerial appointment;

27.2.2 Any remuneration received for the period that paid leave was granted shall be refunded to or paid direct to the Employer.

29. Disciplinary Codes

The Employer's discipline and dismissal procedures are set out in the Employer's Disciplinary Procedure. All disciplinary and dismissal matters will be dealt with fairly, promptly, consistently and in conformity with the prescribed procedures.

30. Resolution of Employment Relationship Problems

This clause sets out how employment relationship problems are to be resolved.

30.1 Definitions

An "employment relationship problem" includes:

- i. A personal grievance;
- ii. dispute;
- iii. 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.

30.2 A "personal grievance" means a claim that an employee has

- i. Been unjustifiably dismissed; or
- ii. Had his/her employment, or conditions of employment, affected to his/her disadvantage by some unjustifiable action by the employer; or
- iii. Been discriminated against in his/her employment; or
- iv. Been Sexually Harassed in his/her employment; or
- v. Been racially harassed in his/her employment; or
- vi. Been subjected to duress in relation to union membership.

NOTE: The terms used in this clause have precise legal meanings which are set out in detail in the Employment Relations Act 2000. Employees who believe they have a personal grievance should seek advice of their union or legal representative. See your delegate or organiser first.

A dispute is a disagreement over the interpretation or application of an employment agreement.

30.3 Time Limit On Raising Personal Grievance

- i. An employee who believes he/she has a personal grievance must raise the grievance with the employer within 90 days of the grievance arising (or of the employee becoming aware that he/she has a grievance). If it is not raised in that time the employee may be prevented from pursuing the grievance.

30.4 Raising Employment Relationship Problems

- i. An employment relationship problem should be raised and discussed with the employee's manager as soon as possible.
- ii. The employee is entitled to seek advice and assistance from a Union representative in raising and discussing the problem.
- iii. The employee, employer and Union will try in good faith to resolve the problem without the need for further intervention.

30.5 Mediation

- i. If the problem is not resolved by discussion, any party may (without undue delay) seek the assistance of the mediation services provided by the Ministry of Business, Innovation and Employment.
- ii. All parties must co-operate in good faith with the mediator in a further effort to resolve the problem.
- iii. Mediation is confidential and, if it does not resolve the problem, is without prejudice to the parties' positions.
- iv. Any settlement of the problem signed by the mediator will be final and binding.

30.6 Employment Relations Authority

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

NOTE: The powers of the Employment Relations Authority, and the remedies it may award, are set out in detail in the Employment Relations Act 2000. Your union or legal representative can advise and assist you.

30.7 Disputes

The procedure set out in Fourth Schedule [Resolution of Employment Relationship Problems] shall apply to a dispute:

30.7.1 Which is about the interpretation, application or operation of this agreement; and,

30.7.2 Which is between any or all of the parties.

Any person who is a party to this agreement may invoke the procedure.

30.8 Personal Grievances

Where the difference between the parties is a Personal Grievance within the meaning of the Employment Relations Act 2000 then the difference shall be resolved in accordance with the Employment Relations Act 2000 and the procedures contained in the First Schedule thereto as appropriate shall apply. A summary of these procedures is set out in Fourth Schedule [Resolution of Employment Relationship Problems].

31. Sexual Harassment

31.1 The parties accept and recognise:

- 30.1.1 The undesirability of sexual harassment in the workplace and have developed policies for same which are outlined in the Disciplinary Policies and the Standards of Staff Conduct of the Employer;
- 30.1.2 That sexual harassment constitutes unacceptable behaviour;
- 30.1.3 The provisions of the Employment Relations Act 2000 as the means of resolving any sexual harassment grievance.

32. Deduction of Union Fees

When the Employer is supplied in writing with an "Authority to deduct fees" by any Employee, the Employer shall deduct union subscriptions either weekly or fortnightly from the remuneration due to any Employee who is a member of a union bound by this Agreement. Such subscriptions shall be remitted to the Union at mutually agreed intervals PROVIDED the Union notifies the Employer of the amount of the subscription fixed by the Union with reasonable evidence that it has been fixed in accordance with registered rules of the Union.

33. Industrial Democracy

33.1 Philosophy

- 33.1.1** The parties acknowledge they have an individual and collective interest in ensuring the efficient and effective delivery of health services by the Employer.
- 33.1.2** It is recognised that each has a contribution to make in this regard to:
 - Encourage co-operation between employer and employee; and
 - Establish a harmonious effective, efficient, safe and productive workplace

33.2 Management of Change Cooperation and Consultation

33.2.1 Introduction

- i. The parties to this collective agreement 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.
- ii. 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 employer and employees; and
 - A more harmonious, effective, efficient, safe and productive workplace
- iii. Therefore, the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters.
- iv. The Employer accepts that NZNO delegates are the recognized channel of communication between NZNO and the Employer in the workplace.
- v. 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.
- vi. Where an employer receives an indication of potential significant changes, they undertake to advise staff and the NZNO as soon as practicable of the possibility of these changes.

33.2.2 Consultation

- i. 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
- ii. 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
- iii. 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
- iv. Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome
- v. 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
- vi. 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 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.

33.3 Employee Representation

- 33.3.1** Employee representatives nominated and properly elected by a majority of employees will be recognised by the parties for the purposes of communication, consultation, and participation between the parties
- 33.3.2** Names of employee representatives will be advised in writing to the Employer and Employee groups after each election.
- 33.3.3** Employee representatives will be allowed reasonable paid time to undertake the activities contemplated being meetings with management, consultation with other employee representatives and fellow employees.
- 33.3.4** Prior approval for such paid time shall be obtained from the Employer which approval shall not be unreasonably withheld.

34. Stop Work Meetings

- 34.1** Any Employee who is a member of a union which is a party to the Agreement may attend at least two Union meetings (each of a maximum of two hours' duration) in each calendar year on ordinary pay.

- 34.2** Each Union shall give the employer at least 14 days' notice of the date and time of any such meeting.
- 34.3** Each Union shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any meeting, including, where appropriate, an arrangement for sufficient members to remain available during the meeting to enable the employer's operation to continue.
- 34.4** Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any member for a period greater than two hours in respect of any meeting.
- 34.5** Only Employee members who actually attend a meeting shall be entitled to pay in respect of that meeting. The Union shall supply the Employer with a list of members who attended and advise the Employer of the time the meeting finished. .

35. Right of Entry

The authorised officers of the Union who are parties to the Agreement and any other duly appointed bargaining agents representing Employees may with the consent of the Employer (which consent shall not be unreasonably withheld), enter the facility for the purpose of interviewing any Employee whom they represent and who is a party to the Agreement and for reviewing such Employee's wage and time records but not so as to interfere unreasonably with the Employer's business.

36. Union Education and Activities Leave

- 36.1** The employer shall grant leave on pay for employee's party to this collective agreement to attend courses authorised by the NZNO to facilitate the employee's education and training as employee representatives in the workplace.

FTE eligible employee as 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 employee or part number
281 or more	35 days plus 5 days for every 100 FTE eligible

- 36.2** For the purposes of this clause, calculating the number of full time equivalent eligible employees employed by an employer-
 - 36.2.1** an eligible employee who normally works 30 hours or more during a week is to be counted as 1
 - 36.2.2** an eligible employee who normally works less than 30 hours during a week is to be counted as one half
- 36.3** NZNO shall send a copy of the programme for the course and the name of the employees attending at least 14 consecutive days prior to the course commencing
- 36.4** The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.
- 36.5** The provision of Part 7 of the Employment Relations Act 2000 shall apply where any provision is not provided for, or is greater than specified in the clauses above

37. Health and Safety

37.1 The parties agree to give full support to the observing and enforcing of safe work practices in accordance with the Health and Safety in Employment Act 1992 and regulations passed pursuant thereto.

37.2 A Joint Employee/Employer Committee ("the Health and Safety Committee") shall be established to: -

- consider and act upon workplace safety and health issues that arise at the facility; and
- participate in the development and implementation of safety procedures and health programmes for the workplace.

Committee members required to attend committee meetings and/or to safety/health issues of the Hospital in their own time shall be allowed up to two hours per month at ordinary time (T1) for attending committee meetings, training, investigation of incidents etc.

37.3 The Employer and all Employees shall take all reasonable precautions for the safety and health of all workers employed in the facility. Employees who become aware of damage or faults to equipment or the existence of other hazards that may endanger the health or safety of others shall immediately report such damage, fault or hazard to their immediate supervisor.

37.4 Glasses

Eligibility for the receipt of a personal issue of standard safety neutral glasses is dependent on whether an Employee's work is of such a nature that the wearing of eye protection lessens the risk of injury to the eyes. Where, in the opinion of the Employer, an Employee who normally wears optical glasses at work is required to work: -

- i. **occasionally** in an eye danger area, the Employee shall be supplied for the time the Employee is engaged on such work with specially hardened neutral clip on type safety glasses to be worn over his/her normal glasses;
- ii. **regularly** in an eye danger area, the Employee shall be fitted by an optometrist with a pair of specially hardened optically correct lenses, fitted in a safety frame;

Glasses issued under (i) shall be on loan to the Employee but remain the property of the Employer. Glasses issued (ii) shall become the property of the Employee. All safety glasses shall be supplied at the cost of the Employer.

37.5 The Employer shall provide at its expense any other protective and safety equipment as required which shall remain the property of the Employer.

38. Time Off to Vote

Reasonable time off on pay shall be granted to an employee to enable him or her to vote when required to work on Election Day in accordance with section 98 of the Electoral Act 1993. The provisions of this Act, or any amendment or Act passed in substitution for this Act, shall apply.

39. Quality Assurance

39.1 Each Registered Nurse must undertake quality assurance activities for Southern Cross Hospitals Limited. These may include, but are not limited to, the update and development of policies and procedures, completing clinical audit and other quality improvement activities. These activities will be determined in conjunction with the individual registered Nurse's Team Leader and the Professional Advisor – Nursing for Southern Cross Hospitals Limited.

39.2 Each employee of Southern Cross Hospitals Limited must comply with all policies and procedures in place at Southern Cross Hospitals Limited.

39.3 When a situation occurs where a staff member believes that staffing levels or skills are inappropriate staffing or a situation arises that a staff member believes may contribute to unsafe practice, the elements of the Policy and Procedure “Staff Staffing Guidelines” apply.

39.4 New Technology

39.4.1 When the Employer is considering the introduction of new technology the Employees likely to be affected will be advised.

39.4.2 When the Employer has decided to introduce such technology the Employer shall consult fully with the Employees affected.

39.5 Company Policy

39.5.1 The Employer has policies and guidelines on a range of employment, operational and administrative matters with which all Employees are required to comply. Without limiting the general nature of this Statement the parties acknowledge the general philosophy and objectives set out in the First Schedule [General Philosophy and Objectives]. The Employer has the right to review, change and add to, its policies and guidelines from time to time at its discretion, on reasonable notice and in consultation with the Employees in the spirit of the industrial democracy provisions in this agreement.

39.5.2 In the case of inconsistencies, the provisions of this agreement will prevail over such policies and guidelines.

40. Privacy

The Employee acknowledges that from time to time the Employer needs to collect personal information from the Employee concerning aspects of their employment. The Employee consents to the Employer collecting this directly from the Employee or from any third party. This personal information may be used by the Employer and may be disclosed to third parties for the purposes of providing references or similar information. The parties acknowledge their other rights and obligations under the Privacy Act 1993.

41. Confidentiality of Information

41.6 All information which an Employee acquires during the course of employment by the Employer concerning the patient/client affairs, business affairs, property or other activities of the Employer is confidential ("confidential information").

41.7 All confidential information is the property of the Employer.

41.8 Employees will not disclose any confidential information to any person, firm, company or other body unless:

- i. expressly authorised to do so by the Employer, or
- ii. in the proper performance of duties under the terms of this agreement, or
- iii. under compulsion of law

This restriction shall continue to apply after termination of an Employee's agreement of employment by expiry of the term or otherwise.

41.9 Employees will take all reasonable steps to protect confidential information and to prevent its unauthorised acquisition or use by any person, firm, company or other body.

41.10 Employees will not make copies or records of any confidential information except as expressly permitted by the Employer and will upon request by the Employer return to the Employer all material supplied by the Employer, any copies or records of confidential information and any other material pertaining to confidential information.

41.11 Employees will not use or attempt to use any confidential information in any manner and for any purpose other than the purpose of the business of the Employer.

42. Termination on Restructuring or Redundancy

42.1 For the purpose of the Agreement:

42.1.1 "Redundant Employee" means an Employee whose employment is terminated as being surplus to the continuing requirements of the Employer or the facility or by reason of the closing down or reorganisation of the whole or part of the Employer's operations or by amalgamation of the Employer's operation with the operation of another Employer.

42.1.2 An Employee shall not be deemed to be redundant if:

- i. immediately prior to termination he/she is employed on a casual, fixed-term or temporary basis;
- ii. he/she is eligible for retirement under the provisions of a pension or superannuation scheme or is entitled to national superannuation under Section 3 of the Social Welfare Act 1990;
- iii. he/she receives an alternative employment offer under (41.3.1);
- iv. the termination of employment is attributable to an act of God, war, earthquake, or civil disobedience which causes the Employer to reasonably resolve to close its business at the facility.

42.2 The Employer shall make all reasonable endeavours to enable mutually agreed redeployment of redundant Employees.

42.3 Alternative Employment Offer

42.3.1 An "alternative employment offer" is a written offer of a position at a rate of payment and under minimum conditions not less favourable than those applying immediately prior to the offer including any conditions relating to service, redundancy or superannuation and located within the city of Rotorua unless the redundant Employee agrees to those lesser conditions.

42.3.2 An alternative employment offer may be procured from and made by a third party.

42.3.3 The third party making the alternative employment offer" will treat the employee's service with the employer as if it were service with the third party and therefore as continuous service.

42.3.4 If an alternative employment offer is made, the redundant Employee shall have fourteen (14) days or such longer period as the Employer may specify to accept or refuse the offer. If the redundant Employee does not respond within the period set down for acceptance, the redundant Employee shall be deemed to have refused the offer.

42.3.5 If the alternative employment offer is accepted, the Employer shall have a liability to meet only payments accrued due to the Employee to the date when the alternative employment is to commence.

42.3.6 If the alternative employment offer is refused, this agreement shall be terminated on the date the alternative employment was to commence or the expiry of the notice period for termination hereunder whichever is earlier.

42.4 If a redundant Employee cannot be re-deployed, and that Employee has been employed for at least one year, that Employee will be entitled to redundancy payment of four weeks' ordinary pay plus two weeks' ordinary pay for each further completed year of continuous service with the Employer as defined in (11). The maximum redundancy payment payable to an Employee under this clause shall equate to: -

42.4.1 fourteen weeks' ordinary pay for employees with six and up to sixteen completed years of continuous service; or

42.4.2 twenty-four weeks' ordinary pay for Employees with sixteen or more completed years of continuous service or ordinary weekly pay for the purposes of this clause shall be calculated by taking the total weekly taxable ordinary time pay during the 12 months immediately preceding the date of termination and dividing the sum by 52.

42.5 When redundancy occurs and subject to (41.1) hereof, the Employer shall give the redundant Employee one month's written notice of termination of this agreement for redundancy which shall include either details of an alternative employment offer or a statement from the Employer as to likelihood of an alternative employment offer.

42.6 Termination of Employment

42.6.1 Termination for Serious Misconduct

The Employer may terminate the employment of any Employee at any time without notice for serious misconduct in accordance with the agreed policies and procedures of the hospital.

42.6.2 Termination on Performance Grounds

Except for cases of serious misconduct under (48.1), if an Employee shall fail to perform satisfactorily the duties allocated to him/her or be in breach or non-observance of the terms of this agreement or neglect or refuse to carry out or comply with procedures, policy or duties as described or referred to in the Agreement the Employer may terminate the Employment of the Employee in accordance with the agreed policies and procedures of the hospital.

42.7 Termination for Other Reason

The Employer may terminate this agreement on giving one month's notice or pay in lieu. Subject to any provision in the Accident Rehabilitation and Compensation Insurance 1992 which prevents such termination) in the event of serious injury or sickness where:

- i. the Employee is unable to attend his/her place of work for an indefinite period; or in the opinion of the Employer after due consultation with the Sickness Leave Review Panel (which opinion must be fairly based on the evidence of a written certificate and report from a registered medical practitioner under (22.1.11) the Employee is unable to perform satisfactorily his/her obligations hereunder.
- ii. When the Employee is entitled to national superannuation under Section 3 of the Social Welfare (Transitional Provisions) Act 1990 or any replacement superannuation scheme or legislation.
- iii. Resignation - The Employee may terminate employment by giving one month's notice or such shorter period as the Employer may agree. Failure to give such notice shall result in the Employee forfeiting pay in lieu.

42.8 Payments on Termination

- i. On termination of employment the Employer shall make payment to the employee as required by law and in accordance with the facility policies.
- ii. If the Employer wishes to terminate the agreement for reasons not otherwise provided for in this agreement, then the Employer may so terminate upon payment of termination compensation on the same basis as for redundancy as set out in (41.4)
- iii. The Employee acknowledges that the acceptance of any sum payable or any benefit applicable shall subject to any personal grievance rights of the Employee constitute full settlement of any claim the Employee has or may have against the Employer for salary, compensation, special or general damages, interest or legal costs or disbursements or otherwise and arising out of or in connection with employment under this agreement or in the termination of employment under this agreement

43. Other Business Interests

43.1 Subject to (42.2), no Employee shall during the term of his/her employment undertake other employment unless such employment:

- 43.1.1** is in the own time of the Employee; and

- 43.1.2 does not adversely impact on or interfere with the Employee's employment with the Employer; and
 - 43.1.3 does not pose a competitive threat to or a conflict of interest with the business of the Employer; and
 - 43.1.4 has been consented to in writing by the Employer such consent not to be arbitrarily withheld.
- 43.2 Without the written consent of the Employer (which consent may be arbitrarily withheld in any case where the Employer perceives a competitive threat to or a conflict of interest with the business of the Employer) no Employee shall during the term of his/her employment directly or indirectly be engaged or interested or concerned in any business which may compete in any material respect with the business of the Employer.

44. Savings

Nothing in this Agreement shall have the effect of reducing the ordinary (T1) salary rate payable to any Employee at the commencement date.

45. Notices

Any notice to be given to the Employee under this agreement by the Employer may be served either personally or sent by registered mail addressed to the Employee at his/her last known address. Any notice to be given to the Employer may be delivered or sent by registered mail to the registered office of the Employer

46. Waivers

The failure of either party to this Agreement at any time to require performance by the other of any of its provisions shall not affect the full right of that party to require such performance at any later time; nor shall the waiver constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself.

47. Minimum Conditions

If at any time the terms of this Agreement fall below the Minimum Conditions of Employment specified by any Acts or regulations applicable to this Agreement, then the Agreement shall be deemed to be altered to include such relevant minimum conditions.

48. Intellectual Property and Discovery

- 43.3 Employees will not directly or indirectly contest any right of the Employer or any associate or subsidiary, or joint venture of the Employer in respect of any patent, design, trademark, copyright or other right forming part of or relating to confidential information.
- 43.4 Employees will fully disclose to the Employer all inventions, designs, improvements, processes or systems made or discovered by an Employee relating to the business of the Employer ("the discovery"). Any such discovery shall be the sole property of the Employer.
- 43.5 Employees will assist the Employer in obtaining patents, protecting copyrights or other intellectual property rights to the discovery and will execute all documents and do all

things necessary to obtain registration and vesting in the name of the Employer full and exclusive title to such discovery.

43.6 If an Employee fails to take such action this clause shall irrevocably constitute the Employer as Attorney for the Employee in respect of such discovery and authorises the Employer to undertake all action on the Employee's behalf and in the Employee's name.

43.7 Employees acknowledge that the obligations relating to confidentiality of information and discoveries are necessary to protect and maintain proprietary interest and other legitimate business interests of the Employer

49. Applicable Law

43.8 This agreement shall be governed by and construed in accordance with the laws of New Zealand, in particular the following enactments (base copies of which the Employer shall make available at the facility) but not excluding any other relevant legislation:

- i. Employment Relations Act 2000
- ii. Holidays Act 2003
- iii. Wages Protection Act 1983
- iv. Human Rights Act 1993
- v. Race Relations Act 1971
- vi. Parental Leave and Employment Protection (Paid Parental Leave) Amendment Act 2002
- vii. Parental Leave and Employment Protections (Rate of Parental Leave Payment) Regulations 2007
- viii. Equal Pay Act 1972
- ix. Health & Safety in Employment Act 1992
- x. Privacy Act 1993
- xi. Minimum Wage Act 1983
- xii. Health Practitioners Competence Assurance Act 2003
- xiii. Vulnerable Children's Act 2014

50. Union Authority

The named representatives of the Union party executing this Agreement on behalf of their respective Employee groupings warrant that they are fully and properly authorised in terms of the Employment Relations Act 2000 to sign the Agreement on behalf of all Employees named in Clause 5, Coverage.

51. Executed by the parties on the date thereof:


.....
Daniel Love
Chief of People and Performance - Southern Cross Hospitals Ltd

23 November 2020
.....
Date


.....
Kath Erksine-Shaw
Organiser
New Zealand Nurses Organisation

24/11/2020
.....
Date

FIRST SCHEDULE

General Philosophy & Objectives of Employees working at Southern Cross Hospitals Limited

1. To provide professional services of the highest quality.
2. To play a full and active part in the multidisciplinary team working at Southern Cross Hospitals Limited.
3. To continue his/her professional development by:
 - a. Attending and participating in departmental in-service programmes and in-service education programmes to attendance levels agreed between the Employer and Employee groups from time to time.
 - b. Making use of the journals, other texts and facilities provided by the medical library.
 - c. Preparing and delivering presentations and departmental or facility-wide in-service education programmes following training undertaken.
4. To adhere to and abide by and participate in the facility-wide and departmental quality assurance programme.
5. To assist in ensuring that the organisation attains and maintains accreditation status with the NZ Council of Healthcare Standards.
6. To abide by all agreed policy and procedure statements issued by the Employer.
7. To be aware and take advantage of opportunities for research supported by the employer's research funds.

Healthy Workplaces

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

Achieving healthy workplaces requires:

1. Having the appropriate levels of staff, skill mix, experience, and resourcing to achieve a match between demand and capacity
2. Systems, processes and work practices that ensure efficient scheduling and a credible, consistent and timely response to variance in demand
3. 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.
4. Recognition that everyone can be a leader by using the authority (expertise) vested in their role to participate and constructively engage with others.
5. The development of a learning culture that emphasizes 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.
6. Appreciation that good patient outcomes rely on the whole team and that teams need opportunities to work and plan together.
7. 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.

Delegates and Healthy Workplaces

1. 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:
 - a. improved decision making
 - b. greater cooperation between employer and employees; and
 - c. a more harmonious, effective, efficient, safe and productive workplace.

2. Therefore, the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters.
3. The Employer accepts that NZNO delegates are the recognized channel of communication between NZNO and the Employer in the workplace.

A joint NZNO/Employer Healthy Workplace Group(s) will be implemented in August/September 2018

To facilitate the effectiveness of the Group(s) the Employer and NZNO will develop terms of reference and agreed processes to support employees and to guide managers in the event there are healthy workplace issues such as:

- Safe staffing
- Workload
- Teamwork
- Healthy Workplaces

Pay Equity discussions will commence from June 2019 or at a time when we have an improved understanding of the issues to be addressed.

**SECOND SCHEDULE
Remuneration**

Registered Nurses

Steps	Salary	Hourly	Salary	Hourly
Date	1-Jul-20	1-Jul-20	1-Jul-21	1-Jul-21
5	79,049.14	38.00440	81,420.62	39.14453
4	71,077.82	34.17203	73,210.15	35.19719
3	67,240.10	32.32697	69,257.30	33.29678
2	63,250.70	30.40899	65,148.22	31.32126
1	58,382.37	28.06845	60,133.84	28.91050

Enrolled Nurses

Steps	Salary	Hourly	Salary	Hourly
Date	1-Jul-20	1-Jul-20	1-Jul-21	1-Jul-21
3	60,522.20	29.09721	62,337.87	29.97013
2	56,093.95	26.96825	57,776.77	27.77729
1	53,141.38	25.54874	54,735.62	26.31520

Health Care Assistants and Hospital Aides

Steps	Salary	Hourly	Salary	Hourly
Date	1-Jul-20	1-Jul-20	1-Jul-21	1-Jul-21
4	50,927.89	24.48456	52,455.72	25.21910
3	50,026.51	24.05121	51,527.31	24.77274
2	46,890.41	22.54347	48,297.12	23.21977
1	44,127.59	21.21519	45,451.42	21.85164

Wage Progression

Annual basis for automatic steps for both part-time and full-time employees to Step 5 for Registered Nurses, Step 3 for Enrolled Nurses, and Step 4 for Health Care Assistants and Hospital Aides.

Designated Senior Nurse

Date	1-Jul-20	1-Jul-20	1-Jul-21	1-Jul-21
Steps	Salary	Hourly	Salary	Hourly
1	84,625.97	40.68556	87,164.75	41.90613
	86,320.10	41.50005	88,909.70	42.74505
	88,011.75	42.31334	90,652.10	43.58274
2	86,320.10	41.50005	88,909.70	42.74505
	88,011.75	42.31334	90,652.10	43.58274
	89,705.89	43.12783	92,397.07	44.42167
3	94,033.01	45.20818	96,854.00	46.56442
	97,652.26	46.94820	100,581.83	48.35665
	101,266.50	48.68582	104,304.49	50.14639
4	99,458.75	47.81671	102,442.51	49.25121
	103,075.51	49.55553	106,167.77	51.04220
	106,691.01	51.29375	109,891.74	52.83256
5	104,882.00	50.42404	108,028.46	51.93676
	108,501.25	52.16406	111,756.29	53.72898
	112,116.76	53.90229	115,480.26	55.51936
6	108,501.25	52.16406	111,756.29	53.72898
	112,116.76	53.90229	115,480.26	55.51936
	115,734.76	55.64171	119,206.80	57.31096
7	112,116.76	53.90229	115,480.26	55.51936
	115,734.76	55.64171	119,206.80	57.31096
	118,090.57	56.77431	121,633.29	58.47754
8	124,487.60	59.84981	128,222.23	61.64530
	130,884.69	62.92533	134,811.23	64.81309
	137,280.42	66.00020	141,398.83	67.98021

Wage Progression

Movement through steps in each grade, subject to satisfactory performance, shall be annual on the anniversary date of appointment to the designated senior position. Movement between Grades shall be on the basis of appointment to a higher graded position.

Additional PDRP Level Allowances – Registered Nurse	
Pro-rated per annum allowance	
Level 2	\$2,000
Level 3	\$3,000
Level 4	\$4,000
Level 5	\$5,000

Additional PDRP Level Allowances – Enrolled Nurse	
Pro-rated per annum allowance	
Level 2	\$500
Level 3	\$1,000

THIRD SCHEDULE

Parental Leave

1. Statements of Principle/Summary

Both parties must comply with the terms of the Parental Leave and Employment Protection (Paid Parental Leave) Amendment Act 2002 and the Parental Leave and Employment Protections (Rate of Parental Leave Payment) Regulations 2007

This act and its amendments will take precedence over the clauses in this schedule. The parties acknowledge that parental leave is:

- a. to protect the rights of employees during pregnancy and on their return to employment following pregnancy;
- b. leave without pay;
- c. will not be granted as sick leave on pay.

2. Entitlement and Eligibility

Provided that an Employee assumes or intends to assume the care of the child born to or adopted by him/her or his/her partner, the entitlement to parental leave shall be: -

- a. in respect of every child born to him/her or his/her partner;
- b. in respect of every child up to and including five years of age, adopted by him/her or his/her partner;
- c. Where two or more children are born or adopted at the same time, for the purposes of these provisions the Employee's entitlement shall be the same as if only one child had been born or adopted.

3. Term

- a. Parental leave of up to 12 months shall be granted to entitled Employees with at least one year's service at the time of commencing leave.
- b. Parental leave of up to six months shall be granted to entitled Employees with less than one year's service at the time of commencing leave.

4. Taking of Leave

The maximum period of parental leave may be taken by either the entitled Employee exclusively or it may be shared between the employee and his/her partner either concurrently or consecutively whether or not one or both partners are employed by the Employer.

5. Adoption

In cases of adoption of children of less than five years of age, parental leave shall be granted in terms of (2) and (3) above, providing the intention to adopt is notified to the Employer immediately following advice from the Department of Work and Income New Zealand to the adoptive applicants that they are considered suitable adoptive parents. Subsequent evidence of an approved adoption placement shall be provided to the Employer's satisfaction.

6. Notice of Intention to Take

- a. Employees intending to take parental leave must apply to the Employer giving at least three months' notice in writing and the application must be accompanied by a certificate signed by a registered medical practitioner/midwife certifying the expected date of delivery.

- b. Intention to adopt must be notified to the Employer immediately following advice from the Department of Work and Income New Zealand or other adoption agency to the adoptive applicants that they are considered suitable adoptive parents. Subsequent evidence of an approved adoption placement shall be provided to the Employer's satisfaction immediately adoption placement has been approved.
- c. The Employer shall advise an Employee about to commence parental leave that if, if he/she fails to notify the Employer of his/her intention to return to work or resign, he/she shall be considered to have abandoned his/her employment.

7. Notice of Intention to Return

- a. An Employee absent on parental leave is required to give at least 21 days' notice to the Employer of their intention to return to duty. When returning to work the Employee must report to duty not later than the expiry date of such leave.

8. Job Protection

- a. Subject to (c) below, an Employee returning from parental leave shall be entitled to resume work in the same position or a similar position to the one he/she occupied at the time of commencing parental leave. A similar position means a position:
 - i. at the equivalent salary/grading; and
 - ii. at the equivalent weekly hours of duty; and
 - iii. in the same location or other location within reasonable commuting distance; and
 - iv. involving responsibilities broadly comparable to those experienced in the previous position.
- b. Where applicable, Employees shall continue to be awarded increments when their incremental date falls during absence on parental leave.
- c. The Employer must, as a first preference, hold the Employee's position open or fill it temporarily until the Employee's return from parental leave. In the event that the employee's position is a "key position" (as defined in Section 41(2) of the Parental Leave and Employment Protection (Paid Parental Leave) Amendment Act 2002, the Employer may fill the position on a permanent basis.
- d. Where the Employer is not able to hold a position open, or to fill it temporarily until an Employee returns from parental leave, or fills it permanently on the basis of it being a key position, and, at the time the Employee returns to work, a similar position (as defined in 8(a) above) is not available, the Employer may approve one of the following options: -
 - i. an extension of parental leave for up to a further 12 months until the Employee's previous position or a similar position becomes available; or
 - ii. an offer to the Employee of a similar position in another location (if one is available) with normal transfer expenses applying and if that offer is refused, the Employee shall continue on extended parental leave as in (i) above for up to 12 months; or
 - iii. the appointment of the Employee to a different position in the same location and if that offer is refused the Employee shall continue on extended parental leave in terms of (i) above for up to 12 months provided that, if a different position is accepted and within the period of extended parental leave in terms of (i) above, the Employee's previous position or a similar position becomes available, then the Employee shall be entitled to be appointed to that position; or
 - iv. where extended parental leave in terms of (i) above expires, and no similar position is available for the Employee, the Employer shall be entitled to terminate the agreement of the Employee upon payment of termination compensation on the same basis as for redundancy as set out in clause 21.3.

9. Refusal of Same Position

If the Employee declines the offer of appointment to the same or similar position in terms of sub clause 8(a) above, parental leave shall cease.

10. Reduced Hours

Where, for reasons pertaining to the pregnancy, an employee on medical advice and with the consent of the employer, elects to work reduced hours at any time prior to confinement, then the guaranteed proportion of full-time employment after parental leave shall be the same as that immediately prior to such enforced reduction in hours.

11. Variation of Hours

An Employee returning from parental leave may request the Employer to vary the proportion of whole time employment from that which applied before the leave was taken. The granting of such a request shall be at the discretion of the Employer, that is the principle of job protection cannot be guaranteed.

12. Parental Leave Absence Filled by Temporary Appointee

If a position held open for an Employee on parental leave is filled on a temporary basis, the Employer must inform the temporary appointee that their employment will terminate on the return of the Employee from parental leave.

FOURTH SCHEDULE

Taken from Employment Relations Act 2000

Resolution of Employment Relationship Problems:

You will find set out in this Schedule information relating to the services available to you for the resolution of employment relationship problems and the time limit you have to raise a personal grievance.

What is an employment relationship problem?

Employment relationship problems include:

- a. unjustifiable dismissal;
- b. unjustifiable action resulting in a disadvantage;
- c. discrimination;
- d. sexual or racial harassment;
- e. duress;
- f. withholding or failing to pay wages, salary or any other benefit;
- g. failing to comply with the terms of your employment agreement.

Internal Services

If you believe that you have an employment relationship problem, you should first discuss the problem with your manager.

It is important that you discuss the problem with your manager at the earliest opportunity. However, if you do not wish to discuss the problem with your manager or after discussions the problem has not been resolved, you should seek assistance from one or more of the external services set out below.

External Services

The Department of Labour's Employment Relations Service ("ERS") exists to help employers and employees make the Employment Relations Act 2000, and thus your employment relationship work. The services the ERS provide are:

- Information – ERS's first job is to provide straightforward information and answer questions relating to employment relations. ERS provides information about all employment-related issues.
- Mediation – Either party has the right to ask the ERS to mediate an employment relationship problem. ERS's mediators can operate informally by coming to the workplace, by meeting the parties separately or together, or through a series of different meetings. If asked, mediators can make a decision for the parties.
- Investigation – The Employment Relations Authority is available to formally investigate the issues and make a decision.
- Employment Court – If either party are not satisfied with a decision by the Employment Relations Authority, then they are entitled to take a case to the Employment Court.
- Inspectorate – The Labour Inspectorate can assist you if the statutory minimum terms and conditions of employment, such as holidays and minimum wages have not been complied with.

Raising a Personal Grievance

If the employment relationship problem is an alleged personal grievance you must make the Employer aware of the personal grievance within 90 days of the date on which the action giving rise to the grievance occurred or came to your attention, whichever is the later.