



**NURSES
COLLECTIVE
EMPLOYMENT
AGREEMENT**

1 July 2021 – 30 June 2024

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COLLECTIVE AGREEMENT

1.0 Parties

The parties to this Agreement shall be Tōtara Hospice (hereinafter referred to as “the Employer”) and the New Zealand Nurses Organisation Incorporated.

2.0 Coverage

This Agreement is made pursuant to the Employment Relations Act 2000, and shall apply to all nursing positions, health care assistants, Clinical Co-ordinators employed by Tōtara Hospice, unless specifically excluded by this clause.

This Agreement does not apply to employees in the following positions: Nursing Director, Charge Nurse Manager, any future nursing management roles with a responsibility for recruiting, managing, and dismissing staff.

NZNO members employed in the position of Director of Nursing, IPU Nurse Manager, and Community Nurse Manager shall have conditions in their individual employment agreements no less favourable overall than the conditions of this agreement.

3.0 New Employees

- a) The parties agree that the Employer will inform any employee whose work is covered by the coverage clause of the Agreement (Clause 2 above) who is employed by the employer between the date this Agreement comes into effect and the expiry date that:
 - this Agreement exists and covers work to be done by the employee; and
 - the employee may join the union that is party to the Agreement; and
 - about how to contact the union; and
 - that if the employee joins the union, the employee will be bound by this Agreement.
- b) The new employee shall from the date of becoming a union member, be entitled to all benefits under this Agreement. Further to this the provisions of Section 62 of the Employment Relations Act 2000 shall apply.
- c) When employing new employees who fall within the coverage of this collective agreement, the Employer will not agree to a trial provision as defined in section 67A of the ERA 2000.
- d) If an employee covered by this Agreement leaves the employment of the Employer then the Employee shall no longer be covered by this Agreement.

4.0 Variations

The parties to this Collective Employment Agreement may, at any time while the Agreement remains in force, agree in writing to the variation of any or all of its provisions. Any such variation shall require agreement between the Employer and 50% +1 of the occupational classification of the employees concerned and this variation will be recorded in writing and attached to this Agreement.

5.0 Term of Agreement

- a) This agreement shall come into force on 1 July 2021 and shall continue in force until 30 June 2024.
- b) The terms and conditions of this Agreement replace all previous terms and conditions and agreements with the exception that accrued annual leave will remain

an entitlement for employees who have qualified for such leave at the time this agreement was made.

6.0 Mission Statements

Tōtara Hospice:

Tōtara Hospice provides leading edge hospice palliative care services to individuals and their families, care networks and communities. We are guided by our values of:

- Pride & Passion
- Professionalism
- Partnership & Inclusion
- Compassion & Respect
- Innovation & Collaboration

New Zealand Nurses Organisation:

NZNO is committed to the representation of members and the promotion of nursing /midwifery. NZNO embraces Te Tiriti O Waitangi and works to improve the health status of all peoples of Aotearoa/New Zealand through participation in health and social policy development.

7.0 Responsibilities

- a) This Agreement shall include all terms implied by operation of law or incorporated by statute or otherwise.
- b) The Employer undertakes to make every attempt to act as a good employer in respect of the Employer and employees providing fair and proper treatment in all aspects for the employment.
- c) Each employee undertakes to carry out the responsibilities of the position honestly and diligently, in accordance with the standard required by the Employer and professional governing body.
- d) The employee shall undertake any work from time to time directed by the employer according to the employer's assessment of his or her competency skill and/or qualifications or according to the Employer's assessment of the requirements of the Hospice provided such work is within the job description agreed between Employer and employee.
- e) A copy of the Agreement to be provided as requested.
- f) The parties agree to operate at all times, and give commitment to work with each other under the principles of good faith. These are in essence:

- Parties must not act in a misleading or deceptive way
- Parties must be responsive and communicative
- Before making a decision, which may result in job losses, an employer must give the affected employees sufficient information to be able to understand the proposal and then give them a proper opportunity to comment

Furthermore, good faith involves treating others fairly using common sense. Broadly, good faith requires employers, employees and unions to:

- Act honestly, openly, and without hidden motives
- Raise issues in a fair and timely way
- Work constructively and positively together
- Give each other relevant information ahead of when it is needed and as soon as possible, all information given should be carefully considered

- Be fully honest with each other
- Raise concerns or issues as soon as possible and respond to these quickly
- Keep an open mind, listen to each other and be prepared to change opinion about a particular situation or behaviour
- Treat each other with respect

8.0 Policies and Procedures

All employees covered by this agreement shall comply with the employer's policies and procedures in force from time to time. Such relevant policies and procedures may be developed in consultation with the appropriate employees concerned.

9.0 Definitions & Classifications

a) Definitions

Permanent Employee:

- i. Full time permanent employee means an employee whose normal hours of work are 80 each fortnight.
- ii. Part time permanent employee means an employee whose normal hours of work are fewer than 80 hours each fortnight.

Casual Employee:

An employee who is employed as required and not on a regular basis and is paid prorata the full time wage.

Temporary Employee:

An employee whose full time or part time employment will end:

- a) At the close of a specified date or period; or
- b) On the occurrence of a specified event; or
- c) At the conclusion of a specified project.

Duty:

The period of work required of an employee within any one period of twenty-four hours inclusive of rest periods and meal breaks, generally from 7.00am until 7.00am the following day.

Nursing Staff:

Includes Registered and Enrolled Nurses (RN/EN) as defined in the Health Practitioners Competence Assurance (HPCA) Act 2003 and amendments, and Healthcare Assistants.

Annual Practicing Certificate:

A certificate issued pursuant to HPCA Act.

Week:

A week is defined as from 7.00am Monday until 7.00am the following Monday.

Current Continuous Service:

Current continuous service shall refer to the period of current unbroken service with the employer, from the date of commencement of employment up to the current reference time.

Continuity of service will not be deemed to be broken if unpaid leave is taken with the Agreement of the employer, or under the terms of any relevant legislation.

Rosters:

Roster refers to a pre-arranged table of hours defining the hours of work and the pattern of relays for the employees working shifts. Such hours may extend over any of the days of the week.

Community Care:

The provision of palliative care nursing services in a range of community settings.

Inpatient Unit (IPU) Care:

Palliative care nursing services provided in the multi-disciplinary ward at Tōtara House

PDRP (Professional Development Recognition Programme):

The PDRP is a framework that helps nurses (RN/EN) develop their professional practice and assist them on a career pathway.

The PDRP encourages nurses to reflect on their practice and to set goals to plan for their future in care delivery and leadership.

b) Classifications (Nursing)

Health Care Assistant (HCA):

An employee who supports and assists the Nursing Staff and is able to perform tasks in their position description relating to patient care, and who work under the day-to-day direct or indirect supervision of an Enrolled or Registered Nurse.

Enrolled Hospice (Palliative Care):

A Nurse who is on the roll in New Zealand as an Enrolled Nurse and who is delegated patient related care activities by the Hospice/Palliative Care Nurse, which conform with the legal limitations as specified in their scope of practice. An Enrolled Hospice/Palliative Care Nurse is required to hold a current Annual Practising Certificate.

Nurse Entry to Practice (NETP) Registered Nurse:

A new graduate Registered Nurse who is undertaking the NETP graduate programme as approved by the Nursing Council of New Zealand in the first year of practice.

Registered Nurse (Palliative Care):

A Registered General or Comprehensive Nurse or equivalent accepted by the Nursing Council of New Zealand who provides services to patients with palliative care needs and in partnership with the patient and their family/whanau undertakes assessment, develops and coordinates, treatment plans and options, delegates, supervises, and implements nursing care and evaluates outcomes of interventions.

The Hospice/ Palliative Care Nurse's professional judgment determines the degree of supervision required for each individual Enrolled Hospice/Palliative Care Nurse and Health Care Assistant and may be direct or indirect in differing situations.

A Hospice/Palliative Care Nurse is required to hold a current Annual Practising Certificate (APC) and may provide care in either the IPU setting or the community.

Clinical Nurse Educator:

A Registered Nurse with a postgraduate diploma or above, with a minimum of five years' clinical experience and an expert level PDRP portfolio. Must also have an applied knowledge of adult learning in a clinical environment

Clinical Resource Nurse:

A Registered Nurse with a minimum of four years' palliative care experience or equivalent who demonstrates expertise in an area of special interest e.g. wound care, chronic care management, aged care, care of the patient with Motor Neurone Disease, continuous quality improvement, intraspinal analgesia management, preceptorship etc, and acts as a resource for colleagues.

Clinical Nurse Specialist:

A Registered Nurse with a minimum of 5 years postgraduate experience, including Hospice/Palliative/Oncology/Chronic Disease care. Also has a Masters level qualification or is actively enrolled in a Masters programme having completed 50% or 2 years of the programme. Holds an expert level PDRP portfolio.

Nurse Practitioner:

A Nurse Practitioner has advanced postgraduate practice at a Masters level, clinical training and the demonstrated competence and legal authority to practice beyond the level of a registered nurse. A Nurse practitioner manages episodes of care as the lead healthcare provider in partnership with health consumers and their families/whānau.

They provide a wide range of assessment and treatment interventions, ordering and interpreting diagnostic and laboratory tests, prescribing medicines within their area of competence, admitting and discharging from hospital and other healthcare services/settings.

As clinical leaders they work across healthcare settings and influence health service delivery and the wider profession (NZ Nursing Council NP Scope of Practice).

The position classifications descriptions in Clause 9(b) are indicative only of the position and do not necessarily include all work responsibilities.

10.0 Confidentiality

- 10.1 Employees covered by the contract agree that, except as authorised by the Employer, they will not at any time during the course of their employment or at any time after the termination thereof, divulge whether directly or indirectly to any other person or persons or utilize to the detriment of the Employer, any information concerning the details of the business of the Hospice. This shall cover not only the matters between the Employer and its patients but also any technical business or other confidential information which may come to the employee's knowledge during the course of their employment with the Employer.
- 10.2 This clause is not intended to inhibit the employee's right to disclose necessary information. TH staff are encouraged to disclose in accordance with their duty of care and TH policies and all relevant Acts.
- 10.3 In regard to clause 10.1 the Employer shall identify documents, information and other recorded material that is regarded as confidential.

11.0 Hours of Work

11.1 Duty Hours & Rosters

The pattern of hours of duty is to be scheduled to meet the requirements of the Hospice and has regard to the position to which the staff member has been appointed.

Usual shift duties are inclusive of meal breaks and are as follows:

IPU	Morning Duty	0700hrs – 1530hrs
	Afternoon Duty	1445hrs – 2315hrs
	Night Duty	2245hrs – 0715hrs

Community Hours	0800hrs – 1630hrs
	1200hrs – 2030hrs*

*Or 1230-2100, or 1130-2000 - To be designed in consultation with nurses. No existing employee (employed before this new CEA is ratified) can be required to work this shift, unless by mutual agreement. Start and finish times to be advised & capturing 30 minutes unpaid meal break.

Community Hours operate a Late Call component after 1630hrs. The Late Call component is only to be utilised to address acute need that extends beyond the standard business hours of the day. Refer Clause 13.2 and 13.3.

11.2 Meal Breaks/Rest Periods

Employees will be entitled to the following paid rest breaks and unpaid meal breaks:

- one paid 15-minute rest break if their work period is between two and four hours,
- one paid 15-minute rest break and one unpaid 30-minute break if their work period is between four and six hours,
- two paid 15-minute rest breaks and one unpaid 30-minute meal break if their work period is between six and eight hours,

If employees are required to work more than six hours without having a meal break they will be paid for the untaken 30-minute meal break.

Where no urgent or emergency work exists the meal break must be taken.

It is acknowledged that staff working night shift are required to take their meal break within the inpatient unit in order to maintain accessibility to patients. Employees will be paid an additional 30-minute increment to cover loss of defined meal break in the 8 hour shift i.e. will be paid 8 hours plus a 30-minute meal break.

11.3 Minimum Break

- a) Employees are entitled to a minimum break of 9 consecutive hours off duty between the work of successive duties. Where an employee receives less than the minimum break the employee will be paid at the appropriate overtime rate for all hours worked on recommencing duty up until a break of 9 consecutive hours can be taken e.g.:

The employee has worked 0645hours to 1515hours and is requested to undertake call back to work from 1800 hours to 2315 hours and shall be paid at 1.5 times ordinary rates for the hours worked.

This does not apply:

- i. To on call staff who are not called back
- ii. If mutually agreed in a change of shift roster
- iii. If the break was less than 9 hours at the request of the employee

Where an employee is called back the employee will not be required to report for the next rostered shift until 9 consecutive hours have passed. In this example the employee would commence work at 0815hrs and work until 1515hours and be paid at ordinary rates for the entire rostered 8-hour shift.

The employee shall be paid 1.5 times ordinary rates for the call back hours worked.

- b) An employee shall, wherever practicable, be allowed a minimum break of nine consecutive hours off duty between the work of successive duties.

Where an employee receives less than the minimum break the nurse shall be paid at the appropriate overtime rate for all hours worked after the break until the employee is released from duty for a period of at least nine consecutive hours. This sub clause shall not apply to employees on call.

- 11.4 An employee shall, when completing night duty, have a minimum break of 12 hours off duty before the rostered day off begins or the employee is rostered on duty. This break may be less with the agreement of the employee concerned.
- 11.5 When compiling rosters, the employer shall roster at least two days off in a row each week, unless agreed between the Employer and the employee. Single days are to be avoided so long as they occur no more than once in one 4 week period
 - a) Changes to rostered hours shall be agreed between the Employer and employee. Exchange of rostered duty by employees must be approved in advance by the Employer.
 - b) No duty is to be divided, no double shifts are to be worked.
 - c) Mandatory training must be on a rostered shift and staff are not expected to attend training/meetings on their days off, unless mutually agreed by the employee and employer. Days off are for rest and recuperation prior to the next set of shifts.
- 11.6 Any employee called out to perform duties in excess of the normal 8 hour day which requires that employee to work beyond midnight and into the following day shall have the opportunity to take unpaid leave that day, if rostered for duty.
- 11.7 Existing nurses shall have prior notification of the opportunity to apply for any additional hours of work/permanent shifts/positions as they become available.
- 11.8 Any variation in hours of work shall be by agreement between Employer and employee.
- 11.9 It is recognised that shiftwork has a collective impact. Desirable rostering aims to minimise the detrimental effects of shiftwork. Rosters should endeavour to support a work life balance, and ensure employees are rostered in a fair, reasonable and equitable

manner while balancing patient, employee and organisational needs. Employees are to be rostered a fair share of different shifts taking into account their preferences. On public holidays, if staff work the weekend preceding the public holiday they get first option to work the public holiday. Rostering processes should be open and transparent.

12.0 Remuneration

12.1 The parties agree that this contract provides minimum remuneration rates. The payment of remuneration more favorable to individual employees than these rates shall not be inconsistent with the provisions of this Employment Agreement.

Hours worked in addition to standard hours as will be subject to relevant allowances.

12.2 The base salary for Nursing Staff is as follows:

i. Health Care Assistant

Step	Description	1.7.21 5%	1.7.22 5%	1.7.23 5%
Step 3	Healthcare Assistant with up to 4 years previous experience working in a health related field e.g. Aged Care, Home Healthcare, Disability. Achieved NZ Certificate in Health and Wellbeing (Level 4 Advanced Support) or will achieve within 12 months	\$23.10	\$24.25	\$25.47
Step 2	Healthcare Assistant with up to 3 years previous experience working in a health related field e.g. Aged Care, Home Healthcare, Disability. Achieved New Zealand Certificate in Health and Wellbeing (Level 3) or will achieve within 12 months	\$22.57	\$23.70	\$24.88
Step 1	Healthcare Assistant with up to 2 years previous experience working in a health related field e.g. Aged Care, Home Healthcare, Disability. Achieved New Zealand Certificate in Health and Wellbeing (Level 2) or will achieve within 12 months	\$21.52	\$22.60	\$23.73

ii. Enrolled Nurse

Step	Description	1.7.21 5%	1.7.22 5%	1.7.23 5%
Step 4	Enrolled Nurse with 4 or more years post registration experience. Holds a TH Accomplished EN Portfolio as per PDRP requirements. New employees have 6 months to transition to this portfolio Can demonstrate maintenance of this portfolio throughout the 3 year duration	\$28.67	\$30.10	\$31.60
Step 3	Enrolled Nurse with up to 3 years post registration experience. Holds a TH Proficient EN Portfolio as per PDRP requirements. New employees have 6 months to transition to this portfolio. Can demonstrate maintenance of this portfolio throughout the 3 year duration	\$27.87	\$29.26	\$30.72
Step 2	Enrolled Nurse with up to 2 years post registration experience	\$27.08	\$28.43	\$29.86
Step 1	Enrolled Nurse in first year of practice.	\$26.29	\$27.61	\$28.99

iii. Registered Nurse

Step	Description	1.7.21 5%	1.7.22 5%	1.7.23 5%
Step 8	Grandparented for nurses on Step 8 as of 1 July 2018	\$39.25	\$41.21	\$43.27
Step 7	Registered Nurse with a minimum of 7 years post registration experience. Holds a TH Expert PDRP portfolio. New employees have 6 months to transition to this portfolio. Can demonstrate maintenance of this portfolio throughout the 3 year duration	\$38.50	\$40.43	\$42.45
Step 6	Registered Nurse with a minimum of 6 years post registration experience. Holds a TH Proficient PDRP portfolio. New employees have 6 months to transition to this portfolio. Can demonstrate maintenance of this portfolio throughout the 3 year duration	\$37.75	\$39.63	\$41.62
Step 5	Registered Nurse with a minimum of 5 years post registration experience	\$37.53	\$39.40	\$41.37
Step 4	Registered Nurse with a minimum of 4 years post registration experience	\$36.86	\$38.70	\$40.63
Step 3	Registered Nurse with a minimum of 3 years post registration experience	\$33.14	\$34.79	\$36.53

Step 2	Registered Nurse with up to 2 years post registration experience	\$29.75	\$31.23	\$32.80
Step 1/ NETP	Registered Nurse in first year of practice	\$26.84	\$28.18	\$29.59

Clarified statement:

For all permanently employed Nurses PDRP recognition is attained within 6 months. TH will provide opportunities to submit and support (including training, mentoring and time to meet the requirements of the portfolio) for submission to all permanently employed Nurses working within the TH PDRP framework, which is aligned to Counties Manukau Health and approved by NCNZ. Staff will be advised 3 months prior to expiry of PDRP portfolio, and given an 8 week grace period to submit their new completed portfolio.

iv. Senior Nursing Roles and Pathways

Associate Charge Nurse				
Step	Description	1.7.21 5%	1.7.22 5%	1.7.23 5%
Step 3		\$42.98	\$45.13	\$47.38
Step 2		\$41.32	\$43.38	\$45.55
Step 1		\$39.72	\$41.71	\$43.79

Clinical Nurse Educator				
Step	Description	1.7.21 5%	1.7.22 5%	1.7.23 5%
Step 3	PostGrad Dip with a clinical education specialty/experience in clinical education/quality and risk management experience. Senior Nurse PDRP	\$42.98	\$45.13	\$47.38
Step 2	PostGrad Dip with a clinical education specialty/experience in clinical education/quality and risk management experience. Senior Nurse PDRP	\$41.32	\$43.38	\$45.55
Step 1	PostGrad Dip with a clinical education specialty/experience in clinical education/quality and risk management experience. Expert PDRP	\$39.72	\$41.71	\$43.79

Clinical Nurse Specialist				
Step	Description	1.7.21 5%	1.7.22 5%	1.7.23 5%
Step 3	Masters level qualification or is actively enrolled in a Masters programme, having completed 50% or 2 years of the programme. Senior Nurse PDRP	\$46.29	\$48.61	\$51.04
Step 2	Masters level qualification or is actively enrolled in a Masters programme, having completed 50% or 2 years of the programme. Senior Nurse PDRP	\$44.52	\$46.75	\$49.08
Step 1	Masters level qualification or is actively enrolled in a Masters programme, having completed 50% or 2 years of the programme. Expert PDRP	\$42.81	\$44.95	\$47.20

Step Progression for Associate Charge Nurse, Clinical Nurse Educator and Clinical Nurse Specialist is automatic on each anniversary of appointment to the role i.e. at the end of the first year go up a step, at the end of the second year in role go up a step.

Commented [PM1]: Needed progression criteria for the above roles otherwise ppl will be uncertain as to how they access the next step. So have inserted this sentence based on our discussions

Commented [DB2R1]: I think CEA already states progression is automatic on anniversary, but happy to have this clarification here

Nurse Practitioner				
Step	Description	1.7.21 5%	1.7.22 5%	1.7.23 5%
Step 3	Has been in the Mātanga Tapuhi Nurse Practitioner role 3 or more years. Able to demonstrate maintenance of the Senior Nurse (Nurse Practitioner) portfolio competencies. Undertaking Research relevant to role	\$47.19	\$49.55	\$52.02
Step 2	Has been in the Mātanga Tapuhi Nurse Practitioner role 2 years Able to demonstrate maintenance of the Senior Nurse (Nurse Practitioner) portfolio competencies	\$47.11	\$49.47	\$51.94
Step 1	1st year as a NZ Registered Mātanga Tapuhi Nurse Practitioner Requirements as per Step 3 (or equivalent) of the Clinical Nurse Specialist Steps including: Nursing Council of NZ authority to work as a Mātanga Tapuhi Nurse Practitioner within the Palliative Care environment. Senior Nurse (Nurse Practitioner) portfolio achieved within 12 months demonstrating safe and accountable advanced practice (Competencies 1-6).	\$45.30	\$47.56	\$49.94

- a) Charge Nurse Manager
This is included as Senior Nurse role, however is not included in this Collective due to its Management status.
- b) No staff member employed into any of the Senior Nursing roles as per clause 12.2 (iv) as at 1 July 2018, will be disadvantaged during the term of this agreement.
- c) Post graduate qualification and PDRP attainment are recognised within the base salary scale for each grade and therefore senior nurses do not receive a separate allowance for either recognition payment.
- d) For employees currently employed in Designated Senior Roles will move to the next step at 1st July each year. For those employed into these positions after the date this comes into force then they will move up on anniversary of employment.
- e) For the purpose of this clause Hospice/Palliative/Oncology care shall mean experience in caring for the terminally ill in a Hospice/Palliative/Oncology care setting or other relevant setting recognised by the Director of Nursing, and/or holds a relevant recognised Hospice/Palliative Certificate or qualification.
- f) Progression through salary steps occurs at anniversary date, provided that a satisfactory annual performance review has been achieved and attainment of relevant qualification.
- g) Recognition of Previous Service for Salary Purposes
 - i. Where an employee has had previous nursing experience or other relevant work and life experience the employer may credit this service. This service may include specialty practice in community care, aged care, mental health, chronic care management, emergency care, or other specialty practice deemed beneficial to hospice services.
 - ii. Nursing service of an equivalent or higher status other than that of the appointment in question shall be recognised to the highest incremental step of the appropriate grade e.g. an appointee to a Registered Nurse position with 3 years previous employment as a Registered Nurse should commence on the third step of the Registered Nurses salary scale.

12.3 Time worked in excess of 8 hours in any day or 40 hours in any week as defined previously by any employee shall be remunerated in 15 minute increments at 1.50 times the normal hourly rate for the employee concerned.

TH recognises good work life balance and overtime should be an exception. Keeping within this principle, overtime should be authorised in advance by the employees direct line manager or delegated authority, and this should not be unreasonably withheld.

12.4 An employee classified under clause 9(b) called back to work outside rostered hours of duty shall be paid for the first three hours regardless of time worked, thereafter for actual time worked at 1.50 times the normal rate.

13.0 Allowances

13.1 Additional Responsibility (Higher Duties Allowance)

- a) Where an employee relieves in a higher position e.g. Clinical Services Coordinator they will be paid an extra 5.5% on base hourly rate
- b) During those hours Monday – Friday when the Inpatient Unit Nurse Manager is not rostered on duty a shift coordinator will be delegated to act as temporary manager and will be paid a duty leader allowance of 5.5% on base hourly rate
- c) Where an employee is on assignment (two weeks or less) from either IPU to the CPCN team or vice versa then the employee will remain on their ordinary rate of pay
- d) Where an employee is acting up in a senior position for more than two weeks then they will receive a contract variation and their rate of pay adjusted to reflect the senior positions starting base salary
- e) When on assignment or acting up an employee will not be financially disadvantaged and pay will be negotiated on a case by case basis if the assignment is longer than two weeks

13.2 Late Call

Late Call is a Community call which is received within usual business hours but where the required care response extends beyond usual hours of business. There are no community Late Calls between 1630 and 0800 hours.

Late Calls are covered by roster for the work that extends beyond usual business hours.

The Community Nurse shall be paid a minimum of three hours, or for actual working and travel time, whichever is the greater at their standard hourly rate.

13.3 Late Call Allowance

Where an employee is rostered for a Late Call as per clause 13.3, they shall receive a Late Call allowance of \$18.22 per day of Late Call duty.

13.4 Weekend Night Shift Allowance

Where an employee works night shift, they shall receive an allowance of \$50.93 per shift from 1 July 2018.

13.5 Afternoon Shift Allowance

Where an employee works the period between 2000 to 2300 hours they shall receive an allowance of \$19.11 per shift from 1 July 2018.

13.6 Weekend Allowance

Where an employee works weekend shifts they shall receive an allowance as follows: \$76.41 per shift

13.7 Clothing Allowance

A reimbursement allowance of \$3.19 per 8-hour duty worked, pro-rated for a shorter period of duty shall be paid as a laundry clothing allowance from 1 July 2018. This is paid 6 monthly for permanent employees and fortnightly for casual employees.

13.8 Meal Provision

Where an Employee is required to work overtime for more than one hour after completing the usual shift or usual days' work and such overtime extends over the nurse's usual mealtime, the Employer shall provide a meal.

13.9 Meeting Allowance

Where required by the Employer to attend meetings, seminars or other activities relevant to the business or professional services of the Hospice, if held on the employee's normal time off, such time shall be paid at the basic rate.

13.10 Annual Practising Certificate

Where a full-time or part time employee is required by law to hold an Annual Practising Certificate the full cost of the annual practicing certificate shall be reimbursed by the Employer providing that:

- a) it is a statutory requirement that a current Annual Practising Certificate be held for the performance of duties;
- b) the employee is engaged in duties for which the holding of a current Annual Practising Certificate is a requirement;
- c) the employee's only income from nursing practice is derived from their employment with Tōtara Hospice;
- d) the employee provides a receipt.

13.11 Reimbursement of Expenses

- a) When travelling on employer business, the employee will be reimbursed for costs on an actual and reasonable basis on production of receipts.
- b) Employees who are required to use their motor vehicles on employee business shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time.

13.12 Qualification and PDRP Allowances

a) Progression and Recognition of Qualification

Appropriate postgraduate qualifications, as determined by the Nursing Director, will be recognised and paid out pro rata as follows:

Post Graduate Certificate	\$1650 gross per annum for a full time worker
Post Graduate Diploma	\$2750 gross per annum for a full time worker
Masters	\$5500 gross per annum for a full time worker

- i. Workers employed under the coverage of this CEA prior to 21.2.22 – One lump sum payment shall be made at the highest qualification rate based on successful completion of the qualification, and payment shall be made annually on that anniversary date thereafter
- ii. Workers employed under the coverage of this CEA after 21.2.22 – One lump sum payment shall be made at the highest qualification rate based on successful completion of the qualification whilst in the Employer's employ
- iii. Workers employed under the coverage of this CEA after 21.2.22 who already hold a post graduate qualification prior to employment by TH - One lump sum payment shall be made at the highest qualification rate upon the first anniversary of employment

b) PDRP Allowance

TH sees that the transition of all nurses to the PDRP as vital to the 'specialist' status of the hospice and the NZNO acknowledges this. Therefore, it is a requirement that all registered nurses have completed their PDRP within two years of commencement of this agreement, or start date of employment, whichever applies.

Achievement of a PDRP level of 'Competent' is mandatory. Proficient and Expert PDRP levels are voluntary.

Proficient level: Allowance of \$2000 gross (\$4,000 gross from 1.7.22), pro-rated payment on successful attainment of Proficient level as per the criteria in the PDRP programme.

or

Expert level: Allowance of \$3000 gross (\$6,000 gross from 1.7.22), pro-rated payment on successful attainment of Expert level as per the criteria in the PDRP programme.

PDRP achievement extends across a 3 yr period. The payment will be made in 6 instalments, paid bi-annually whilst employed by TH.

c) For employees on the Senior Nursing Career Pathway, post graduate qualification and PDRP attainment are recognised within the base salary scale for each grade and therefore do not receive a separate allowance for either recognition payment.

13.13 Weekday Nightshift Allowance

Where an employee works nightshift on any day from Sunday to Thursday, they shall receive an allowance of \$76.41 per shift from 1 July 2018.

13.14 Community Nurse Allowance

Community Nurses shall receive an allowance of \$2.20 per shift from 1 July 2018.

14.0 Payment of Remuneration

14.1 Payment of remuneration shall be by direct credit to a nominated bank account.

14.2 The pay period shall end on 7.00am Monday and be fortnightly with remuneration paid on the Wednesday following the completion of each pay period. In the event that a public holiday falls on the Wednesday, remuneration will be paid on the closest non-public holiday day, before the public holiday.

14.3 An employee shall be provided with (or make available) a fortnightly pay statement showing details of annual leave balance, sick leave balance in days, deductions made including tax, Kiwisaver contributions, any other authorised deductions and earnings year to date. The Employer may make a rateable deduction from the wages of an employee for any time lost by the employee through sickness, accident or default of the employee. The Employer may make a deduction from the Employee's pay for any debt owing by the Employee to the Employer, with the expressed consent of the employee, who may withdraw consent at any time.

15.0 Holidays and Leave

The parties acknowledge that the leave provisions of this Agreement are inclusive of, and not additional to, entitlements provided under the Holidays Act 2003.

15.1 Public Holidays

- a) If an employee is required to work on any part of a public holiday, the employee will be paid their relevant daily pay or average daily pay, plus half that amount again for each hour worked (time and a half).

All full time employees who commenced employment at TH prior to 1 July 2018, shall receive 11 alternative holidays.

For employees commencing employment at TH after 1 July 2018, if the employee works on any public holiday that would otherwise be a working day for them, the employee will also receive an alternative holiday.

- b) Where a part time employee is required to work on any part of a public holiday, the employee will be paid their relevant daily pay or average daily pay, plus half that amount again for each hour worked (time and a half).

c) For IPU Staff

For staff who are rostered to work in IPU, if they work on a public holiday, they are given an alternative day. If they are not rostered to work on that public holiday and have worked on that day of the week, that the public holiday falls on, for more than 40% of the time over the last 3 months, they will receive statutory holiday pay for that public holiday.

d) For Community Staff

For staff who are rostered to work in the Community. If they are rostered to work on a public holiday they will receive an alternative day.

If not rostered to work, and the public holiday falls on an otherwise working day, they will receive statutory holiday pay

- e) The following shall be the holidays under this contract: 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), Matariki and any other days mandated by Government to be a public holiday.

- f) The holidays referred to in Cl.15(b) shall be observed on the actual calendar day except: If Christmas Day, Boxing Day, New Year's Day, or the Day after New Year's Day –

- (i) falls on a Saturday and the day would otherwise be a working day for the employee, the public holiday must be treated as falling on that day.
- (ii) falls on a Saturday and the day would not otherwise be a working day for the employee, the public holiday must be treated as falling on the following Monday.
- (iii) falls on a Sunday and the day would otherwise be a working day for the employee, the public holiday must be treated as falling on that day.
- (iv) falls on a Sunday and the day would not otherwise be a working day, the public holiday must be treated as falling on the following Tuesday.

- (v) for those staff who are rostered or scheduled on any day of the week where Christmas Day (25th December), Boxing Day (26th December), New Year's Day (1st January), or 2nd January fall on Saturday and/or Sunday, and the employee also works on the following Monday and/or Tuesday, which for other employees would be a transferred public holiday, the employee shall be paid at the weekend allowance in accordance with clause 13.2 and 13.3 of this Agreement.
- g) Payment for alternative holidays taken shall be at the relevant daily pay of the actual day on which they are taken.
- h) An employee required to be on call on a public holiday shall be granted an alternate holiday regardless of whether or not the call is worked.
- i) Public Holidays falling during leave or time off
 - (i) Leave on pay – when a public holiday falls during a period of annual leave, sick leave, leave on pay or special leave on pay, the employee is entitled to that public holiday which is not to be debited against such leave.
 - (ii) Leave without pay – the employee shall not be entitled to payment for a public holiday falling during such period (including sick leave without pay, military leave without pay), unless the employee has worked during the fortnight ending on the day on which the holiday is observed.
 - (iii) The alternative holiday must be taken in accordance with the provisions of the Holidays Act 2003. If an Employer and employee cannot agree when an alternative holiday is to be taken, then the day may be taken:
 - i. On a date determined by the employee, taking into account the employer's view as to when it is convenient for the employee to take the day; and
 - ii. Within 12 months of the employee's entitlement to the alternative holiday having arisen.
- j) An employee must give an Employer at least 14 days' notice of his/her intention to take the alternate holiday.
- k) The employee may request the Employer to exchange the employee's entitlement to an alternative holiday for payment, after 12 months have passed since the employee's entitlement to the alternative day arose. If the employee agrees, the employer and employee must agree on the relevant daily pay which the Employer must pay in exchange for the alternative holiday.

15.2 Annual Leave

- a) Annual Leave entitlement shall be as the Holidays Act 2003 and subsequent amendments i.e. all employees are entitled to four weeks' annual leave after one year's service (pro rata for part time employees).

After five years' current continuous service this entitlement increases to 5 weeks per annum (pro rata for part time employees).

Annual leave may be carried over into the subsequent year by agreement. Anticipated leave, before an employee's leave year entitlement, may not be unreasonably withheld.

The parties to this Collective Agreement agree that the taking of paid annual leave is essential for the rest and recreation needs of all employees. Therefore, the Employer will not promote requests from employees to pay out one week of the 4-week annual leave yearly entitlement and will consider all requests on a case by case basis.

b) Additional Leave (Permanent Night Staff)

Employees who work regular night shift duties between 2245 hours and 0715 hours shall be entitled to, on completion of 12 months' employment on regular night shift work, up to an additional 4 days annual leave (recorded as shift leave), based on the number of qualifying shifts worked. The entitlement will be calculated on the 1st April each year.

Number of Qualifying Shifts PA	Number of Days Additional Leave PA
121 or more	4 days
90 -120	3 days

15.3 Sick Leave

- a) On appointment, an employee shall be entitled to 5 working days paid leave and after 6 months' service, a further 5 working days. Thereafter in the second and subsequent years of service, 10 working days paid leave for sickness which includes sickness of a dependent.
- b) For all nurses who commenced employment at TH prior to 1 July 2016, unused sick leave shall be allowed to accumulate up to a maximum of 100 days by carrying forward from one year to another any unused sick leave of up to 100 days. For nurses commencing employment at TH after 1 July 2016, unused sick leave shall be allowed to accumulate to a maximum of 40 days by carrying forward from one year to another any unused sick leave of up to 40 days.
- c) The Employer will meet the cost for any medical certificate as may be required by the Employer. No medical certificate will be requested unless the period of sick leave taken is greater than three days. Where a manager has concerns about an employee's frequency or pattern of sick leave use then, after discussion with the employee, the employee may be required to present a medical certificate for all future absences.
- d) Payment for leave under this section shall be paid at the relevant daily pay that the employee would have received should they have worked that day. Sick leave taken on a public holiday will not be paid at time and a half but at the relevant daily rate should it not have been a public holiday.
- e) Sick Leave to be available to care for a close relative/significant person who may or may not be a dependent.
- f) Employees are required to notify the Employer of any absence as soon as possible. It is envisaged that, except in exceptional circumstances, the Employer shall be notified at least four hours prior to commencement of the employee's duty on the first day of absence. Failure to do this may result in the absence being treated as unpaid leave. Notification should be made by phone call to the IPU.
- g) Casual employees will usually not be entitled to paid sick leave or bereavement leave because employment falls within the circumstances provided for under s28 of the Holidays Act 2003, but it is possible they may qualify if certain attendance

criteria are met: e.g. the Holidays Act 2003 provides sick/bereavement leave if over a period of 6 months of casual employment the employee has worked for at least an average of 10 hours a week and no less than 1 hour in every week during that 6 month period or no less than 40 hours in every month during that 6 month period for the Employer.

15.4 Accident Leave

Where an employee is off work due to a work related accident, the Employer shall allow a top up between what is paid by the ACC and the employee's normal hourly rate as a debit against sick leave.

15.5 Bereavement Leave

- a) The Employer shall grant to the Employee paid leave of at least three days to discharge any obligation and or pay respects to a deceased person with whom the Employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). This leave may be extended in special circumstances with approval from the Employer. The Employer agrees that on application it may be appropriate to grant leave without pay in order to accommodate various special bereavement needs not recognised in aforementioned clause.
- b) One day's leave shall be granted on the death of any other person that the employer accepts that the employee has suffered bereavement as a result of the death.
- c) In cases of bereavement, application should be made to the Chief Executive Officer or person with delegated authority to grant paid leave.
- d) The Employer may on application grant paid leave of up to three weeks to accommodate special bereavement needs.

15.6 Leave of Absence

An employee may apply for a leave of absence for personal bereavement, compassionate grounds, or other special circumstances and should there be good and sufficient reason to do so, TH may allow up to 6 months leave of absence to the employee with a right of return to employment at TH. Other service based entitlements will not be affected and the service will be deemed continuous. Accrued Annual Leave will be used before leave of absence commences

15.7 Long Service Leave

- a) The following Long Service Leave applies:
 - i. After 10 years' current continuous service, employees shall be entitled to an extra ten working days to be taken within the year it falls due.
 - ii. After 15 years' current continuous service, employees shall be entitled to an extra ten working days to be taken within the year it falls due.
 - iii. After 20 years' current continuous service employees shall be entitled to an extra 10 working days paid leave to be taken within the year it falls due.
 - iv. After 25 years' continuous service and each subsequent 5 years' service, employees shall be entitled to an additional 10 working days paid leave to be taken or cashed up within the year that it falls due.
- b) This leave shall be pro rata for part time employees.

- c) These holidays are non-cumulative acknowledging length of service, and in each case are one-off entitlements being paid out by agreement upon application within the prescribed time frame. If an employee having become entitled to long service leaves his/her employment before such holiday has been taken, the employee shall be paid in lieu.

15.8 Training / Study Leave

- a) All employees are encouraged to undertake courses of study or further development that is relevant to the work of TH and that also facilitates the employee's professional growth and development, and included in their professional development plan.
- b) Full and part-time staff are entitled to twelve 1 x hour sessions of paid non-deductible onsite in-service education per year, exclusive of mandatory training.
- c) As a minimum TH shall make available 40 hours of study/education leave per annum pro rata. Where this education is off-site employees can apply for the use of a hospice vehicle which can be approved at their Managers discretion.
- d) A maximum of 6 paid days per annum may be granted for conference leave, competency days, and seminars at the discretion of the Employer. This clause is not inclusive of study leave entitlements.
- e) In addition, a maximum of 1 paid study day per semester may be granted for employees who are undertaking tertiary study to enable attendance at mandatory classes, undertake on-line study, or to complete assignment work.
- f) Should, by prior arrangement and agreement, TH contribute wholly or partly to a fee for an approved course of study undertaken by an employee, it shall endeavor to make that payment "up front" in order to assist the employee to pay the total fee on time.
- g) If, however, the employee fails to complete the course (or should leave the employment prior to completion) the contribution sum paid by TH is to be refunded immediately by the employee, unless otherwise agreed by TH.

Provided further, TH may agree to regular deductions being made from subsequent remuneration payments to recover the sum, but in any event the sum due or any outstanding amount shall remain a lawful debt owing to the company and may be deducted in full from the final wages at termination.

- h) Other paid or unpaid training/study leave may be approved according to need and subject to current TH policy and continuing employment. This may be provided at the discretion of the employee's manager in consultation with the Chief Executive.

15.9 Principles of Professional Development and Recognition Programme (PDRP)

- a) All employees are encouraged to undertake further study or education to develop their expertise.
- b) The PDRP is a framework that helps nurses develop their professional practice and assist them on a career pathway. The PDRP encourages nurses to reflect on their practice and to set goals to plan for their future in care delivery and leadership.

- c) PDRPs shall be applied in a consistent manner to ensure transportability of recognition, accessibility, transparency and simplicity and all nurses (RNs and ENs) will have the opportunity to participate in an annual appraisal.
- d) Competent, Proficient and Expert levels are defined in accordance with a Nursing Council of New Zealand approved Professional Development Recognition Programme nominated by TH.
- e) Employees working on preparing a portfolio, obtaining or maintaining skill levels associated with the PDRP are entitled to additional leave in order to undertake research or study associated with meeting the PDRP requirement as follows:

Level

Proficient	1 day per annum
Expert	2 days per annum

Days off are to be negotiated and approved in advance by the employee's manager.

15.10 Parental Leave

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

15.11 Jury Service Leave

Where jury service is required the difference between the fees (excluding reimbursing payments) if any, paid by the Court and the employee's ordinary rate of pay shall be made up by the Employer provided:

- a) the employee produces the Court expenses voucher to the Employer,
- b) the employee returns to work immediately on any day not actually being served on jury.

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

15.12 Leave to Attend Nursing Council

Employees attending formal meetings of the Nursing Council of New Zealand in an official capacity will be granted leave on full pay, providing 4 weeks' notice has been given to the Employer where possible.

15.13 Special Leave to Prepare for Nursing Council Portfolio

An employee selected by Nursing Council to submit a portfolio for audit purposes will be granted 8 hours' preparation time. This must be utilized in the year selected.

16.0 Redundancy

16.1 For the purposes of this Collective Employment Agreement, redundancy is condition in which the Employer has staff surplus to requirement because of reorganisation or the losing or the closing down of all or part of the Employer's operation.

This may be due to a change in methods, economic circumstances, technological change or like cause requiring a permanent reduction in a number of staff members.

16.2 The Employer shall give to the employee and to the Nurses Organisation, in case of organisation members only, eight weeks' notice of any impending redundancy and every

endeavour shall be made to enable agreed redeployment. During this notice period the employee shall be entitled to reasonable time off to attend interviews and seek alternative employment without loss of pay. In the absence of sufficient notice, the Employer shall pay to the employee a pro rate payment equal to the unexpired portion of the notice period.

- 16.3 Where requested by the affected employee counselling services by Tōtara Hospice shall be provided.
- 16.4 Where an employee is given notice of redundancy and voluntarily terminates their employment before the expiry of the notice period, the Employer shall not be required to pay the employee for the un-worked portion of the notice period.
- 16.5 The employee shall be provided with a certificate of service stating that the employment was terminated for redundancy.
- 16.6 Redundancy Payment – The employee made redundant shall be entitled to receive a compensation payment calculated to the length of services based on the following scale:
- a) For the first year of service or part thereof, four week's pay based on the employee's weekly earnings for the last 12 months prior to the date of dismissal (average earnings);
 - b) For each subsequent year of service or part thereof, two week's pay based on the employee's average earnings.

17.0 Consultation and Management of Change

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.

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 harmonious, effective, efficient, safe and productive workplace.

17.1 Management of Change

- a) Any review which may result in significant change to either the structure, staffing or work practices affecting staff will not commence before staff have been given the opportunity to be involved in such review. Therefore, the parties commit themselves to the establishment of effective and ongoing communications on all restructuring matters that may result in employees covered by this collective agreement being affected by change.
- b) The Employer accepts the NZNO delegates are the recognised channel of communication between NZNO members and the Employer in the workplace.
- c) Where the Employer receives indication of a potential significant restructure that may affect employees covered by this Collective Agreement, the Employer undertakes to advise staff and the NZNO as soon as practicable of the possibility of these changes to allow them to participate in the consultative process so as to allow substantive input.

The parties agree that:

- 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
- ii. The consultation process will not be treated perfunctorily or as a mere formality and person(s) to be consulted will be given sufficient opportunity to express their view or point to difficulties or problems.
- iii. If changes are proposed and such changes need to be preceded by consultation, the changes will not be made until after consultation has taken place. In the interest of good faith both parties will keep open minds during consultation and be ready to change.

Sufficiently precise information will be given to enable person(s) being consulted to state a view, together with a reasonable opportunity to do so – either orally or in writing.

- iv. The consultation process will give employees affected, or likely to be affected, by any significant restructuring proposal, and the NZNO organiser/delegate, the opportunity to put forward their views on any proposals or options developed for change prior to any final decisions being made

The process shall be as follows:

- v. The initiative being consulted about will be presented by the Employer as a ‘proposal’ or ‘proposed intention or plan’ which has not yet been finalised
 - vi. Sufficient information will be provided by the Employer to enable the party/parties consulted to develop an informed response
 - vii. Sufficient time will be allowed for the consulted party/parties to genuinely assess the information and make such response, subject to the overall time constraints within which a decision needs to be made
 - viii. Genuine consideration will be given by the Employer to the matters raised in the response
 - ix. The Employer is entitled to manage and organise its business and to determine which positions will be selected for restructuring or redundancy.
- d) Final decisions taken by the Employer will give reasonable effect to the matters raised in any consultative process, so that genuine efforts are made to accommodate the views of those consulted. The parties agree that consensus is desirable
 - e) The Employer and employees acknowledge that the Employer has the right, responsibility and accountability to plan, organise, manage and decide finally upon the operation of Tōtara Hospice, and all activities involved in those operations.
 - f) To give effect to the above, one form of consultation will be regular Joint Consultative Committee (JCC) meetings between NZNO delegates and appropriate Tōtara Hospice Management.

18.0 Health and Safety

18.1 The Employer and employees shall take all reasonable precautions for the health and safety of all staff employed under this agreement. The Employer is committed to maintain a safe and healthy work environment and the reduction and prevention of injury, accidents and illness through health and safety programmes.

18.2 The Employer and all employees shall meet the requirements laid down in the Health and Safety at Work Act 2015 regulations and relevant codes.

18.3 Safe Staffing Healthy Workplaces

The parties to this collective agreement accepts that all employees should have a healthy workplace. Achieving healthy workplaces requires:

- i. Having the appropriate levels of staff, skill mix, experience, and resourcing to achieve a match between workload demand and capacity to respond.
- ii. Systems, processes and work practices that ensure an effective, credible, consistent, and timely response to variance in workload demand.
- iii. 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.
- iv. Recognition that everyone can be a leader by using the authority (expertise) vested in their role to participate and constructively engage with others.
- v. The development of a learning culture that emphasises employees at all levels being given the opportunity to extend their knowledge and skills, as identified in their performance development plans where they are in place.
- vi. Appreciation that good patient outcomes rely on the whole team and that teams need opportunities to work and plan together.
- vii. Having the right tools, technology, environment and work design to support health and safety and to ensure effective healthcare delivery. This includes the opportunity to be involved in the decisions about what is needed and when.

The TH/NZNO Joint Consultative Committee will monitor the efficacy of this clause.

18.4 Supervision

- a) All permanent employees, working a minimum of 32 hours per week are able to attend a professional supervision session of up to one hour's paid time each month.

Professional supervision fees will be paid by the Employer upon receipt of a GST invoice from the professional supervisor.

- b) Supervision is available to part time employees working less than 32 hours per week, on a prorated basis. The part-time employee may choose to apply the prorated amount to cover fewer supervision sessions, or to subsidise the cost of monthly supervision sessions.

18.5 Employee Assistance Programme (EAP)

Tōtara Hospice acknowledges and upholds the right of employees to access confidential support for any matter pertaining to employment issues.

Tōtara Hospice can access EAP directly to ensure that name confidentiality is maintained. Refer to Tōtara Hospice Employment Assistance Programme Policy.

18.6 Security

In recognition of the potential risks associated with the operation of a medical facility, all staff will be provided with a secure working environment and a secure and where practicable, well-lit access to and from vehicle.

Employees will be provided with the tools necessary to keep patient information secure.

All employees will ensure the safety and security of self and of confidential patient information at all time, in accordance with the Privacy Act 1993 and relevant TH policies.

18.7 Dress Code

TH considers the way employees dress and their appearance to be of significant importance in portraying a professional image to our patients, families, and other key stakeholders.

All employees will present a smart and professional image, thereby increasing patient and public confidence, supporting infection prevention and control, and having regard to health and safety considerations for staff.

TH recognises the diversity of cultures, religions and disabilities of its employees and will take a sensitive approach when this affects dress requirements.

All employees will be supplied with a TH identity security badge which must be worn and visible when in clinical areas and available at all times representing TH

19.0 Bullying, Harassment and Discrimination

Tōtara Hospice has a zero tolerance to any form of bullying, harassment and discrimination.

Definitions of what constitutes bullying, harassment and discrimination is contained in the Tōtara Hospice Working Together Policy and Procedure.

Any allegations of these behaviours will be investigated and managed in accordance with policy.

20.0 Resolution of Employment Relationship Problems

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

20.1 Definitions

An “employment relationship problem” includes:

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

A “personal grievance” means a claim that an employee: a)
Has been unjustifiably dismissed; or

- b) Has had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the employer; or
- c) Has been discriminated against in his/her employment; or
- d) Has been sexually harassed in his/her employment; or
- e) Has been racially harassed in his/her employment; or

f) Has been subjected to duress in relation to union membership.

All employees other than employees employed for a 90-day trial period shall be entitled to raise a personal grievance claim of unjustified dismissal. Should it be found that there has been an unjustified dismissal, where practical and reasonable the parties may agree to explore reinstatement before other remedies.

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

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

20.2 Time Limit on Raising Personal Grievance

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).

20.3 Raising Employment Relationship Problems

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

20.3 Mediation

- a) 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.
- b) All parties must co-operate in good faith with the mediator in a further effort to resolve the problem.
- c) Mediation is confidential and, if it does not resolve the problem, is without prejudice to the parties’ positions.
- d) Any settlement of the problem signed by the mediator will be final and binding.

20.5 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. NZNO can advise and assist you.

21.0 Employment Relations Education Leave

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

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

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

22.0 Termination of Employment

- 22.1 Employment shall be terminated by the giving of a minimum four weeks' notice. On a case-by-case basis, the employer may agree to a lesser notice period.

This shall not prevent the Employer from summarily dismissing a worker for serious misconduct. Serious misconduct includes dishonesty, abuse or misuse of drugs, serious breaches of confidentiality and other serious breaches of the employment relationship.

- 22.2 Where the employment is terminated by either party without the appropriate notice, four weeks' wages shall be paid or forfeited in lieu of such notice.

The Employer shall have the right to deduct from any outstanding money owed by the Employer to the employee any wages forfeited under the terms of this clause. In the event of there being partial observance of the notice period then the payment or forfeiture shall be on a pro rata basis.

- 22.3 Upon the termination of this contract the Employer shall, on request provide the employee with a certificate of service stating the dates and capacity of employment with Tōtara Hospice.
- 22.4 If the Employer believes an employee has been guilty of misconduct or is incompetent or negligent the employer shall in accordance with its policy;
- a) enquire into the circumstances
 - b) as soon as practicable give the employee an opportunity to comment on any concerns or allegations

- c) decide whether it is necessary to suspend the employee while further investigation occurs.
- 22.5 If after hearing the employee's explanation and/or conducting the investigation the Employer is satisfied:
- a) there has been serious misconduct, serious incompetence or serious negligence, the Employer may terminate his/her employment without notice.
 - b) there has been misconduct, incompetence or negligence falling short of serious misconduct/incompetence/negligence or that there are mitigating circumstances for serious misconduct/incompetence, the Employer may give the employee a written warning.
- 22.6 If there is any repetition of such conduct or similar conduct within the next six months, a further written warning may be given which warns that any repetition of the conduct may result in termination of employment.
- 22.7 An employee absent from work for three consecutive working days without notification to the employer or without appropriate authorisation from the employer will be considered by the employer as having terminated their employment without notice, unless the employee is able to show they were unable to fulfil their obligations under this clause through no fault of their own. The employer will make all reasonable efforts to contact the employee during the three days period of unnotified absence.

23.0 Union Matters

23.1 Access to Hospice

The authorised Union representative shall be entitled at all reasonable times to be upon the premises for purposes related to the employment of its members and/or the Union's business.

23.2 Membership Fees

The Employer shall collect and remit to the Nurses Organisation the membership fees of an employee who is a member of that organisation, provided that the employee gives to the Employer a written authority to do so.

23.3 Meetings

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

- i. At least 14 days' notice of the meetings shall be given.
- ii. Work shall resume as soon as practicable after the finish of the meeting.
- iii. NZNO will make such arrangements with the Employer as may be necessary to ensure that the Employer's business is able to be maintained during any NZNO meeting (s.26).

The provisions of this clause shall be inclusive of any legislative entitlement to paid union meetings.

23.4 Delegates Rights

The Employer accepts that NZNO delegates are the recognised channel of communication between NZNO and the Employer in the workplace.

Accordingly, reasonable paid time off (at ordinary time rates) shall be allowed for delegates to attend meetings with management, consult with NZNO members, other workplace delegates and NZNO officials, to consult on and discuss issues such as management of change and staff surplus, and provide employee representation.

Where paid time off for such representation and consultation impacts on the delegates substantive role, prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.

The amount of paid time off and facilities provided shall be sufficient to enable delegates to give adequate consideration to the issues in the workplace without impacting on their substantive role.

Where recognised workplace activities are required outside working hours, delegates shall be paid at ordinary rates or granted time in lieu on a time for time basis.

24.0 Pass On Clause

The Employer agrees that they will not automatically pass on Union negotiated terms and conditions to non-Union employees.

25.0 Additional Benefit

One off payment of \$1250 (one thousand two hundred and fifty dollars) payable to each eligible NZNO member who is employed at the time of ratification.

26.0 Additional Provision

Should TH receive from Government a pay parity funding boost for the purpose of addressing nursing pay equity, then the parties will work together to apply the criteria to fairly and correctly pass on the pay parity funding to the nursing staff.

Agreement

Dated at Auckland this 24th day of March 2022



Tina McCafferty
Chief Executive on behalf of
Tōtara Hospice



Phillip Marshall
New Zealand Nurses Organisation on
behalf of the employees named in the
First Schedule