



**Waitaki District Health Services Ltd**

**&**

**NZ Nurses Organisation**

**Nursing Collective Agreement**

**1 November 2021- 31 October 2022**

## Contents

<b>WDHSL / NZNO Collective Agreement .....</b>	<b>4</b>
<b>1.0 Parties.....</b>	<b>4</b>
<b>2.0 Coverage and Application.....</b>	<b>4</b>
<b>3.0 Term .....</b>	<b>5</b>
<b>4.0 Variation of this Collective Agreement.....</b>	<b>5</b>
<b>5.0 Definitions .....</b>	<b>5</b>
<b>6.0 Hours of Work.....</b>	<b>7</b>
<b>7.0 Meal Breaks and Rest Periods.....</b>	<b>9</b>
<b>8.0 Salaries .....</b>	<b>10</b>
<b>9.0 Overtime and Penal Time .....</b>	<b>13</b>
<b>10.0 Allowances .....</b>	<b>15</b>
<b>11 Reimbursing Payments.....</b>	<b>16</b>
<b>12 Public Holidays.....</b>	<b>17</b>
<b>13 Annual Leave.....</b>	<b>19</b>
<b>14 Sick Leave .....</b>	<b>20</b>
<b>15 Bereavement Leave.....</b>	<b>21</b>
<b>16 Additional Provisions Relating to Leave .....</b>	<b>22</b>
<b>17 Parental Leave .....</b>	<b>23</b>
<b>18 Leave to Attend Meetings .....</b>	<b>26</b>
<b>19 Long Service Leave .....</b>	<b>26</b>
<b>20 NZNO Meetings.....</b>	<b>26</b>
<b>21 NZNO Right of Entry .....</b>	<b>27</b>
<b>22 NZNO Delegate / Workplace Representative .....</b>	<b>27</b>
<b>23 Employment Relations Education Leave.....</b>	<b>28</b>
<b>24 Co-operation, Consultation and Management of Change .....</b>	<b>28</b>
<b>25 Family Friendly Practices .....</b>	<b>30</b>
<b>26 Confidentiality/Public Statements .....</b>	<b>31</b>
<b>27 Professional Development.....</b>	<b>32</b>
<b>28 Policies and Procedures.....</b>	<b>33</b>
<b>29 Indemnity Cover.....</b>	<b>34</b>

<b>30</b>	<b>Health and Safety .....</b>	<b>34</b>
<b>31</b>	<b>Accidents – Transport of Injured Employees .....</b>	<b>35</b>
<b>32</b>	<b>Uniforms and Protective Clothing .....</b>	<b>35</b>
<b>33</b>	<b>Payment of Wages .....</b>	<b>36</b>
<b>34</b>	<b>Termination of Employment .....</b>	<b>36</b>
<b>35</b>	<b>Harassment Prevention .....</b>	<b>37</b>
<b>37</b>	<b>Resolution of Employment Relations Problems.....</b>	<b>39</b>
<b>37</b>	<b>Deduction of Union Fees .....</b>	<b>41</b>
	<b>Schedule A: PROCEDURE FOR RESOLVING EMPLOYMENT RELATIONSHIP</b>	
	<b>PROBLEMS .....</b>	<b>43</b>
	<b>CODE OF CONDUCT .....</b>	<b>44</b>
	<b>SCHEDULE B: DISCIPLINARY PROCEDURES.....</b>	<b>45</b>
	<b>BELOW STANDARD PERFORMANCE .....</b>	<b>45</b>
	<b>CONTENT OF WRITTEN WARNINGS.....</b>	<b>46</b>
	<b>SCHEDULE C: Healthy Work Places .....</b>	<b>47</b>

# WDHSL / NZNO Collective Agreement

## 1.0 Parties

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

BETWEEN:

**Waitaki District Health Services Ltd (“WDHSL”) (the “Employer”)**

AND:

**The New Zealand Nurses Organisation (“NZNO”) (the “Union”)**

## 2.0 Coverage and Application

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

2.2 This CA shall apply to all employees who are members of NZNO and who are employed by WDHSL in the following positions:

- (i) Nurses in Designated Senior Nurses positions
- (ii) Registered Nurses
- (iii) Enrolled Nurses
- (iv) Registered Obstetric Nurses/
- (v) Health Care Assistants / Hospital Aides/Health Support Workers

2.3 All employees who are considered management and identified senior nursing staff are excluded under this Collective Agreement. This exclusion also includes the following positions: In Patient Co-ordinator; Community Services Co-ordinator and Nursing/ED-OPD/Quality Co-ordinator; Health and Safety Co-ordinator; Infection Control Officer; Quality Assurance Officer.

2.4 The parties agree that any employee whose work is covered by the coverage clause of this agreement and who is engaged by the employer between the date this agreement comes into effect and the expiry date shall be offered information about becoming a member of the union which is a party to this agreement, as supplied by that union. The new employee shall from the date of becoming a union member, be entitled to all benefits, and be bound by all the obligations, under this agreement as per the Employment Relations Act 2000.

2.5 Existing employees who are covered by the coverage clause of this Agreement who become union members during the term of the CA shall, from the date of becoming a union member, be bound by all benefits and obligations relating to employees under this CA as per the Employment Relations Act 2000.

- 2.6 Nothing in this CA shall operate as to reduce the ordinary (T1) salary rate applying to any employee at the date of this CA coming into force unless specifically agreed between the parties during the negotiations.
- 2.7 Failure by either party to enforce any right or obligation with respect to any matter arising in connection with this agreement, shall not constitute a waiver as to that matter, or any other matter, either then or in the future.
- 2.8 WDHSL endeavours to not reduce employees covered by this CA on the basis of the additional costs of employing nurses under this agreement, however the NZNO understands that this may be unavoidable in managing the viability of the business.

### **3.0 Term**

This CA shall come into force on 1 November 2021 and shall expire on 31 October 2022.

### **4.0 Variation of this Collective Agreement**

- 4.1 Any variation to this CA shall be mutually agreed between the parties and such variation shall be in writing and signed by the parties.
- 4.2 The parties shall be informed of and provided with relevant information about any proposed variation.

### **5.0 Definitions**

5.1 The parties to this CA agree that the definitions of the following relevant employees covered under this CA shall be the definitions stated in the Health Practitioners Competence Assurance Act 2003. The CA shall prevail should there be any inconsistency in definition with the Health Practitioners Competence Assurance Act 2003:

- (i) **Nurse Practitioner; Registered Nurse; Registered Enrolled Nurse; Registered Obstetric Nurse;**
- (ii) **Nurse and nursing staff and/or 'employee/s'** includes all employees covered by this CA who:
  - (a) are qualified for registration under the Health Practitioners' Competence Assurance Act 2003 and its successors as comprehensive general and/or obstetric nurses; or
  - (b) are qualified for enrolment in terms of the Health Practitioners' Competence Assurance Act 2003 and its successors as enrolled nurses; or
  - (c) are undergoing a course of training prescribed by the registration body (Nursing Council) with a view to registration as aforesaid; or

- (d) hold the appropriate qualifications; or
  - (e) are employed as Hospital Aides or Health Care Assistants or Health Support Workers.
- (iii) **“Health Care Assistant/Hospital Aide/Health Support Worker”** means an employee who is an auxiliary to the nursing team, and is able to perform tasks in their position description relating to patient care and who works under the direction of a registered nurse.
  - (iv) **“District nurse”** means a registered nurse who is engaged in domiciliary and/or community nursing duties.
  - (v) **“Senior Nurses”** means a nurse who is appointed to a designated senior position.
  - (vi) **“Casual employee”** means an employee who has no set hours or days of work and who is normally asked to work as and when required. Casual employees can not be used to replace genuine permanent or temporary situations except to meet business requirements when no other alternative is available.
  - (vii) **“Temporary/fixed term employee”** means an employee who is employed for a specified limited term for a specified project, situation or event, or, **for example**, to replace an employee on parental leave or long term accident or sickness. There is no expectation of ongoing employment. Temporary agreements must not be used to deny staff security of employment.
  - (viii) **“Part-time employee”** means an employee, other than a casual employee, who is employed on a regular basis but works less than the ordinary or normal hours prescribed in this CA. Any wages and benefits, e.g. leave, will be pro rata according to the hours worked unless specifically stated otherwise in this CA.
  - (ix) **“Full time employee”** means an employee who works not less than the “ordinary” or “normal” hours set out under “hours of work” in this CA.
  - (x) **Satisfactory Performance will be assumed to be the case unless the employee has been advised**
  - (xi) **“Duty/Shift”** means a single, continuous period of work required to be given by an employee, excluding on-call and call-back. A duty shall be defined by a starting and finishing time. Duties shall be morning (AM), afternoon (PM) duties, night duties or duties otherwise agreed between the parties to this CA. When a major part of a duty falls on a particular day the whole duty shall be regarded as being worked on that day.
  - (xii) **“Night Duty”** means any duty in which the majority of the rostered hours of the duty are worked between midnight and 7:00am on any day of the week. Night Duty is usually worked between 10.45pm until 7.15am unless otherwise agreed by the parties to this agreement.
  - (xiii) **“Shift work”** means the same work performed by two or more employees or two or more successive sets or groups of employees working successive

periods excluding on-call and call-back. A shift shall be defined by a starting and finishing time. Shifts shall be morning (AM), afternoon (PM) shift, night shift or shifts otherwise agreed between the parties to this CA. It is acknowledged that some shifts current at WDHSL differ, for example Maternity Centre employees' shift hours commence at 11.45pm and end at 8.15am.

- (xiv) **“Qualifying shifts”** are shifts which involve at least 2 hours work performed outside the hours of 8.00am – 5.00pm, excluding overtime and are shifts that qualify the employee to an extra weeks annual leave entitlement.
- (xv) **“On Call”** means a situation where an employee is specifically required to be available for duties/shifts on their normal off duty hours on a specific day or days.
- (xvi) **“Ordinary time hourly rate of pay”** shall be 1/2086, correct to two decimal places of a dollar, of the yearly rate of salary payable. T1 refers to the ordinary hourly rate of pay; T1.5 refers to one and a half times the ordinary hourly rate of pay; and T2 refers to double the ordinary hourly rate of pay.
- (xvii) **“Service”** means the current/continuous service with WDHSL, except where otherwise defined in this CA.
- (xviii) **“Week”** is defined as midnight Sunday/Monday to midnight Sunday/Monday, for the purpose of calculating the pay week and “fortnight” has a corresponding meaning involving two successive weeks.

## **6.0 Hours of Work**

- 6.1 The parties note that the Health & Safety at Work Act 2015 requires the employer to take all practicable steps to prevent harm occurring to employees from the way work is organised.
- 6.2 In designing and implementing shift rosters to meet service needs, the employer shall ensure the disruption, personal health effects and fatigue associated with shift work are minimised for the group of workers involved. Rosters shall be jointly developed and reviewed by the employer, representatives of the affected employees and NZNO.
- 6.3 The employer will endeavour to ensure safe staffing levels and appropriate skill mix in work areas. There shall be a programme of regular monitoring of staffing levels and skill mix. Any identified staffing deficiencies shall be addressed. In the event that an acute staffing shortage cannot be alleviated, patient cares, and the volume and range of services may be reduced in accordance with direction by the hospital manager and employer policies. When an incident occurs related to inappropriate staffing levels and/or skill mix, or a situation arises that a staff member believes may contribute to unsafe practice, it shall be reported to the person in charge and the appropriate incident report submitted. All such incidents shall be investigated and an NZNO delegate will be involved in investigations and corrective measures, via mechanisms to be determined at WDHSL through consultation with local NZNO representatives.

- 6.4 The ordinary working hours of an employee employed full-time shall be 80 per fortnight.
- 6.5 Employees will normally work 8 hours a day/shift in duration, except that part-time employees by mutual agreement between the employer and the employee, may work shifts of no less than 4 hours. This may be varied by agreement between the employer and employee.
- 6.5.1 When discussing agreement of clauses 6.4, 6.5 6.9, 6.10 and 6.11 of this CA, it was agreed that some current shifts fall outside the agreed duration or hours. Current practice is as follows:
- (i) **Outpatient Clinics including Mobile Bus:** Employees are rostered for the clinic (not hours) for their shift. The overtime provisions will apply after 8 hours work. The number of hours worked varies within each clinic. Some clinics necessitate preparation and/or verbal/personal follow-up sessions of less than 4 hours, before or after the clinic day.
  - (ii) **Maternity:** The maternity registered and enrolled nurses at WDHSL whose shifts start at 11.45pm and finish at 8.15am the following morning.
- 6.5.2 Some employees work dual roles at WDHSL. Due to the rural nature of WDHSL, it is essential that this continues and prior arrangements continue unaffected by these clauses
- 6.6 The pay period shall commence at the beginning of the Sunday/Monday night shift. All duties must commence between 0600 and 2315 hours. It is acknowledged that some current duties commence at times different to those set out in this clause. See Clause 6.5.1 above.
- 6.7 Rosters will be published not less than 28 days prior to the commencement of the roster, provided that less notice may be given in exceptional circumstances. Rosters posted will show duties for a minimum 28 day period. Changes in rosters, once posted, shall be by mutual agreement.
- 6.8 Where the employer clearly identifies that alterations in staff hours are required the hours of work may be varied by agreement between the employees affected, NZNO and the employer. Such agreement shall be put in writing and signed.
- 6.9 Other than in an emergency, no employee shall work more than seven consecutive 8 hour duties, unless agreement is reached between WDHSL and the employee.
- 6.10 Every employee shall have two periods of at least 24 hours off duty each week, except in the case of emergencies or by mutual agreement between WDHSL and the employee, these shall be consecutive. Wherever practicable, when an employee finishes their last night shift, the off duty period commences after the minimum break between shifts.
- 6.10.1 **Note:** These off duty periods may fall separately no more than once every four weeks for the following reasons:

- (i) at the request of the employee; or
- (ii) to facilitate rostering (See Clause 6.5.1 above)

- 6.11 A break of at least twelve continuous hours must be provided wherever possible between any two periods of duty of a full shift or more, unless otherwise mutually agreed. Note: if the employee requests a lesser break the overtime payments will not apply. (See Clause 6.9.1 above)
- 6.12 This requirement to provide a break wherever possible applies whether or not any penalty payment will apply under the provisions of this clause.
- 6.13 If a break of at least nine continuous hours cannot be provided between periods of a full shift, the shift is to be regarded as continuous until a break of at least nine continuous hours is taken, and it shall be paid at overtime rates, with proper regard to the time at which it occurs and the amount of overtime which precedes it, unless otherwise agreed.
- 6.14 If a call back of less than a full shift is worked between two periods of duty of a full shift or more, a break of nine continuous hours must be provided, either before or after the call-back. If such a break has been provided before the call-back it does not have to be provided afterwards as well.
- 6.15 Notwithstanding the foregoing conditions staff may be permitted to change shifts one with another by mutual arrangement and with the prior approval of the manager and/or delegated authority. Overtime or other penalty provisions shall not apply in these instances. For the purposes of public holidays, the employee working the shift or other duty shall take up all the entitlements due.
- 6.16 Where the employer requires employees to attend classes of instruction or examinations as part of their education the time so occupied shall be deemed to form part of their hours of work.
- 6.17 As a general principle, when additional shifts are required when drafting the nurses' roster, preference will be given in the first instance to part-time employees. Otherwise, Casual employees may be employed to cover additional shifts required for a published roster.
- 6.18 Employees will not be required to change between day and night duties more than once in any 80 hour fortnight, unless request is initiated by the employee.
- 6.19 Any duty, once commenced, shall be continuous unless otherwise agreed between the employer and the employee.
- 6.20 Changing time: where an employee is required by the employer to wear a particular uniform on duty and is not permitted to wear that uniform within the precincts of the hospital, the employee shall be permitted a period of 6 minutes, both at the commencement and cessation of each duty as changing time.

## **7.0 Meal Breaks and Rest Periods**

- 7.1 Except when required for urgent or emergency work and except as provided in 7.2 below, no employee shall be required to work for more than five hours continuously without being entitled to a meal break of not less than half an hour where practicable. There will be only one meal break of not less than half an hour during a shift of up to 10 hours.
- 7.2 An employee unable to be relieved from work for a meal break shall be entitled to have a meal while on duty and this period shall be regarded as working time.
- 7.3 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, and the equivalent breaks for night duty where these occur during duty, shall be recognised as time worked.
- 7.4 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer.

## 8.0 Salaries

### Registered Nurse / / Enrolled Nurse /Health Care Assistants / Hospital Aides / District Nurse Salary Scales

Wages:

<b>Registered Nurse</b>	<b>1/11/2021</b>
Step 7	\$81,302
Step 6	\$78,934
Step 5	\$76,636
Step 4	\$68,974
Step 3	\$65,282
Step 2	\$61,451
Step 1	\$56,769

Progress through the steps is by annual increment on their anniversary date and subject to satisfactory performance.

<b>Enrolled Nurse</b>	<b>1/11/2021</b>
Step 4	\$59,934
Step 3	\$58,188
Step 2	\$53,931
Step 1	\$51,093

Progress through the steps is by annual increment on their anniversary date and subject to satisfactory performance.

<b>HCA</b>	<b>1/11/2021</b>
Step 5	\$50,432
Step 4	\$48,963
Step 3	\$48,096
Step 2	\$45,081
Step 1	\$43,075

Progress through the steps is by annual increment on their anniversary date and subject to satisfactory performance.

<b>Senior Nurses</b>	<b>1/11/2021</b>
Grade 1	\$78,223
	\$79,791
	\$81,354
Grade 2	\$83,796
	\$85,436
	\$89,696
Grade 3	\$91,284
	\$94,796
	\$101,255
Grade 4	\$96,549
	\$100,060
	\$106,679
Grade 5	\$101,813
	\$105,329
	\$112,102
Grade 6	\$105,329
	\$108,838
	\$115,720
Grade 7	\$108,838
	\$112,349
	\$118,076
Grade 8	\$114,637
	\$120,847
	\$127,058
	\$137,264

Progress through the steps is by annual increment on their anniversary date and subject to satisfactory performance.

<b>District Nurses</b>	<b>1/11/2021</b>
Step 8	\$87,156
Step 7	\$82,990
Step 6	\$81,362
Step 5	\$76,636
Step 4	\$68,974
Step 3	\$65,282
Step 2	\$61,451
Step 1	\$56,768

Progress through the steps is by annual increment on their anniversary date and subject to satisfactory performance.

### **Operation of Salary Scales**

8.1.1 On appointment, the employer may place employees on any step of the relevant scale, taking into account the following factors:

- (a) previous nursing experience or other relevant work and life experience – the employer may credit this service;
- (b) degree of difficulty in recruiting for specific skills and/or experience required for the position.

8.1.2 For new appointees to designated senior nurses, placement on the grade will be based on job size, job content, responsibility, experience and qualifications. These shall reflect outcomes of the senior position scoping exercise undertaken in 2005.

**8.1.2.1** Duty Nurses will be placed on Grade Two of the Senior Nurses scale

8.1.3 A nurse previously employed on the top Enrolled Nurse step shall be appointed no lower than the second step of the registered Nurse scale when they qualify as a Registered Nurse.

8.1.4 Movement through the salary scales shall be by automatic annual increment, except for senior nurses whose advancement through the steps in their salary grade shall be annual, subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised. Movement across senior salary grades shall only occur with a change in position.

8.1.5 Employees on fulltime study leave or parental leave, with or without pay, shall continue to receive annual increments to which they would otherwise be entitled.

8.1.6 The parties agree that this agreement provides minimum rates of pay. The payment of rates more favourable to individual employees than these rates shall not be inconsistent with the provisions of this Collective Agreement

## 8.2 Parity

8.2.1 Acknowledging the special funding nature of the WDHS Ltd situation, WDHS Ltd will attempt to align pay rates/terms and conditions of employment with other Rural Hospitals with similar services.

This is to acknowledge that the professionalism and skills required of a nurse do not change across sectors.

8.2.2 WDHS Ltd wishes to promote excellence in nursing and view pay parity and benchmarking with the DHB MECA as a primary goal.

WDHS will work towards achieving this goal, by improving terms and conditions of employment where we can.

8.2.3 To aid this work the bargaining team will meet with management 2-3 times before the term of the agreement to discuss the differences and present evidence supporting best employment practice.

8.2.4 Subsequent parity issues being raised as a variation when the SDHB has concluded their negotiations, subject to variations achieved in our contract negotiations with the SDHB.

8.2.5 Waitaki District Health Services Ltd agrees to meet to discuss the pass on of any additional funding it receives from the Government, Ministry of Health or District Health Board for pay parity with the NZNO/DHB MECA This shall be applied to wages and/or conditions no later than the date it is received/applicable from.

## 9.0 Overtime and Penal Time

9.1 **Eligibility restricted for senior nurses.** This clause shall apply to all employees except that for Senior Nurses; overtime and penal rates will only apply as outlined in 9.1. (a) and (b) below:

(a) Penal – Payment of weekend and night ‘penal’ rates shall be payable where Senior Nurses are required to work shifts and rosters or have approval to work weekends or nights on a regular basis in order to fulfil the requirements of the Job Description.

(b) Overtime shall be payable to senior nurses only where the appropriate manager or designated authority is satisfied that the additional time worked is necessary because of an emergency or other special circumstances.

9.2 **Equivalent** time off for work performed outside normal hours may be granted in lieu of overtime by agreement between the employee and the manager or designated authority concerned.

### 9.3 Overtime

### 9.3 Payment of overtime

Payment of overtime rate is to be paid only in accordance with this clause and where authorised in advance.

Overtime is time worked in excess of:

- 8 hours per day (or an agreed shift longer than 8 hours)
- 80 hours per fortnight

When an employee is called back to work and after finishing their normal rostered duty they are entitled to have a nine hour break at the conclusion of the call back. If the employee is unable to have a 9 hour break, overtime shall be paid for all hours worked until a period of nine continuous hours off work is allowed.

Overtime will be paid at the following rates:

- Overtime worked on any day (other than a public holiday) from midnight Sunday/Monday to midnight on the following Friday/Saturday shall be paid at one and half times the normal hourly pay rate (T1.5) for the first three hours and at double the normal hourly pay rate (T2) thereafter.
- Additional rates for overtime on a public holiday is not applicable as the PH rate is T2 as set out in clause 12.4.
- Overtime worked from 22:00 through 06:00 Sunday to Friday, or from midnight Friday/Saturday to midnight Sunday/Monday shall be paid at double the ordinary rate (T2).

Notwithstanding that an employee may qualify for overtime as provided in this clause overtime shall not be paid where the employee has arranged an interchange of periods of work as set out in clause 6.15.

Overtime will not be paid for any time spent in any training including professional development

#### 9.4 **Penal Rates**

9.4.1 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.

9.4.2 Public Holiday rate – Hours worked on a public holiday will be paid at double time (T2).

9.4.3 Night rate – applies to ordinary hours of duty (other than overtime) that fall between 8p.m. and 7 a.m. 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.

9.4.4 Overtime and weekend/public holiday or night rates shall not be paid in respect of the same hours, the higher rate will apply.

9.5 Where an employee is “on call” the allowance set out in clause 10 below will be paid.

## **10.0 Allowances**

### **10.1 On Call**

- 10.1.1 In the interests of healthy rostering practices, the parties agree that the allocation of on-call time should be spread as evenly as practicable amongst those required to participate in an on-call roster.
- 10.1.2 Where an employee is instructed to be on call during normal off duty hours, an on call allowance of \$8.00 per hour shall be paid except on Public Holidays where the rate will be \$10.00 per hour.
- 10.1.3 The on call allowance is payable for all hours the employee is rostered on call including time covering an actual call out. If an employee is called in on call, the call out rate as per clause 9.3 and 9.4 starts as soon as the employee receives the phone call for the call out.
- 10.1.4 Unless by mutual agreement or in emergencies, no employee shall be required to remain on call for more than 50% of the employee's off-duty time in any three-weekly period.
- 10.1.5 In services where the employer's operational requirements and staffing levels permit, employees working seven day rosters should not be rostered on call on their rostered days off.
- 10.1.6 An employee who is required to be on call must live within a 40 minute drive of Ōamaru Hospital and have access to an appropriate locator/ cell phone and or land line.
- 10.1.7 Where an employee is "on call" the allowance set out in clause 10.1.2 will be paid.

### **10.2 Call Back**

10.2.1 "A Call-back" occurs when the employee:

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

Call-back is to be paid at the appropriate overtime rate (clauses 9.3 and 9.4) for a minimum of three hours, or for actual working and travelling time, whichever is the greater, except that call-backs commencing and finishing within the minimum period covered by an earlier call-back shall not be paid for. 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.

### **10.3 Higher Duties**

- 10.3.1 A higher duties allowance shall be paid to an employee who, at the request of the employer is substantially performing the duties and carrying the responsibilities of a position or grade higher than the employee's own.
- 10.3.2 The higher duties allowance payable shall be paid at a rate of \$3.00 per hour per 8 hour duty.
- 10.3.3 The period for which higher duties allowance will be paid commences on the first working day on which the higher duties are performed, subject to 10.3.2 above

**10.4 Shift Leader Allowance**

- 10.4.1 A shift leader allowance shall be paid to an employee who, at the request of the employer is carrying the responsibilities of a shift leader
- 10.4.2 The shift leader allowance payable shall be paid at a rate of \$3.00 per hour

**11. Reimbursing Payments**

**11.1 Annual Practising Certificate**

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

- (a) it must be a statutory requirement that a current certificate be held for the performance of duties.
- (b) the employee must be engaged in duties for which the holding of a certificate is a requirement.

Any payment will be offset to the extent that the employee has received a reimbursement from another employer.

**11.2 Travelling Expenses and Incidentals**

- 11.2.1 When travelling on employer business or on call, the employee will be reimbursed for costs on an actual and reasonable basis on presentation of receipts.
- 11.2.2 Employees who are instructed to use their motor vehicles on employer business shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time. The IRD rates that applied at the commencement of this collective agreement are as follows:

<b>Annual business use reimbursement per kilometre</b>	
Kilometres	\$ per kilometre
1 – 3,000 km	\$0.79
Over 3,000 km	\$0.28

## 12 Public Holidays

12.1 The following days shall be observed as public holidays:

- (i) New Year's Day
- (ii) 2 January
- (iii) Waitangi Day
- (iv) Good Friday
- (v) Easter Monday
- (vi) ANZAC Day
- (vii) Sovereign's Birthday
- (viii) Labour Day
- (ix) Christmas Day
- (x) Boxing Day
- (xi) Anniversary Day (as observed in the locality concerned)
- (xii) Matariki

12.2 The following shall apply to the observance of Christmas Day, Boxing Day, New Year's Day or 2 January, where such a day falls on either a Saturday or a Sunday:

12.2.1 Where an employee is required to work that Saturday or Sunday the holiday shall, for that employee, be observed on that Saturday or Sunday and transfer of the observance will not occur. For the purposes of this clause an employee is deemed to have been **required** to work if they were rostered on, or on-call and actually called in to work. They are not deemed to have been **required** to work if they were on-call but not called back to work.

12.2.2 Where an employee is not **required** to work that Saturday or Sunday, observance of the Saturday shall be transferred to the Monday, and observance of the Sunday shall be transferred to the Tuesday in accordance with the provisions of Sections 45 (1) (b) and (d) of the Holidays Act 2003.

12.2.3 Should a public holiday fall on a weekend, and an employee is **required** to work on both the public holiday and the week day to which the observance is transferred, the employee will be paid at weekend rates for the time worked on the weekday/transferred holiday. Only one alternative holiday will be granted in respect of each public holiday.

12.3 In order to maintain essential services, the employer may require an employee to work on a public holiday.

12.4 When employees work on a public holiday as provided above they will be paid at double the ordinary hourly rate of pay (T2) for each hour worked and they shall be granted an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.

12.5 An employee who is on call on a public holiday as provided above, but is not called in to work, shall be granted an alternative holiday, except where the public holiday falls on a Saturday or Sunday and its observance is transferred to a Monday or Tuesday which the employee also works. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.

- 12.6 When an employee works a night shift or duty, where the majority of the night shift or duty hours fall on a public holiday, the whole shift shall be deemed to have fallen on the public holiday and shall be paid at the public holiday rate of double time.
- 12.7 Those employees who work a night shift which straddles a public holiday shall be paid at public holiday rates for those hours which occur on the public holiday and the applicable rates for the remainder of the shift. One alternative holiday shall apply in respect of each public holiday or part thereof worked.
- 12.8 Off duty day upon which the employee does not work:
- 12.8.1 Fulltime employees–
- (a) For fulltime employees and where a public holiday, when they fall on either a Saturday or Sunday, falls on the employee's rostered off duty day, the employee shall be granted an alternative holiday at a later date.
  - (b) In the event of Christmas Day, Boxing Day, New Year's Day or 2 January falling on either a Saturday or Sunday and a full time employee is rostered off duty on both that day and the weekday to which the observance is transferred, the employee shall only receive one alternative holiday in respect of each public holiday.
- 12.8.2 Part-time employees–
- (a) Where a part-time employee's days of work are fixed, the employee shall only be entitled to public holiday provisions if the day would otherwise be a working day for that employee.
  - (b) Where a part time employee's days are not fixed, the employee shall be entitled to public holidays if they worked on the day of the week that the public holiday falls more than 40% of the time over the last three months. Payment will be relevant daily pay.
- 12.9 Public holidays falling during leave:
- 12.9.1 Leave on pay  
When a public holiday falls on a day that would otherwise be a working day 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.
- 12.9.2 Leave without pay  
  
Unless required under the Holidays Act 2003, an employee shall not be entitled to payment for a public holiday falling during a period of leave without pay. (Including sick or military leave without pay.
- 12.9.3 Leave on reduced pay  
An employee, during a period on reduced pay, shall be paid at the relevant daily pay for public holidays falling during the period of such leave.

- 12.10 The alternative holiday is to be a whole working day off to be taken on a day agreed by the employer and the employee. If no agreement is reached, then the employee may within 12 months of becoming entitled to the alternative holiday determine when the day is to be taken (having taken into account the employer's view and given not less than 14 days' notice). After 12 months the employer may determine when the alternative holiday is to be taken having given the employee not less than 14 days' notice or the parties may agree that the alternative holiday be exchanged for a payment to be agreed.
- 12.11 Where the employee is entitled to payment for a public holiday or an alternative holiday it shall be paid at an amount that is equivalent to the employee's relevant daily pay.

### 13 Annual Leave

- 13.1 Employees, other than casuals, shall be entitled to 4.4 weeks annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause, except that on completion of five years recognised current continuous service the employee shall be entitled to 5 weeks annual leave. For the purpose of this clause, current continuous service shall be any service with WDHSL which has not been broken by any single break of more than three months.
- 13.2 Casual employees shall be paid 8% of gross taxable earnings along with wages in accordance with the provisions of the Holidays Act 2003.

#### 13.3 Shift Employees

Employees who work rotating shift patterns or those who work qualifying shifts shall be entitled, on completion of 12 months employment on shift work, to up to an additional 5 days annual leave, based on the number of qualifying shifts worked. The entitlement will be calculated on the annual leave anniversary date.

Qualifying shifts are defined as a shift which involves at least 2 hours work performed outside the hours of 8.00am – 5.00pm, excluding overtime.

Number of qualifying shifts per annum	
121 or more	= 5 days
96 – 120	= 4 days
71 – 95	= 3 days
46 – 70	= 2 days
21 – 45	= 1 day
<b>Note:</b> The entitlement cannot exceed a maximum of 5 days in any leave year.	

#### 13.4 Conditions

- 13.4.1 Annual leave is to be taken within 24 months of entitlement becoming due. Where the annual leave is not taken within twenty-four (24) months of being accrued and there is no agreement on when the leave is to be taken, the employer may direct the employee to take annual leave with a minimum of four (4) weeks' notice.
- 13.4.2 Annual leave may be granted in one or more periods. In accordance with the Holidays Act 2003, the employee shall be given the opportunity to take two weeks leave at one time.
- 13.4.3 Annual leave is able to be accrued to a maximum of two years entitlement.
- 13.4.4 Annual leave shall be taken to fit in with service/work requirements and the employee's need for rest and recreation.
- 13.4.5 An employee may request annual leave entitlement in advance. Any decision will be based on the sole discretion of the employer.
- 13.4.6 Responses to annual leave requests should be provided within 14 days of a request having been made.

## **14 Sick Leave**

- 14.1 The following Sick Leave provisions shall apply and are inclusive of minimum statutory entitlements under the Holidays Act 2003.
- 14.2 The employee shall be entitled to 15 working days' sick leave in the first 12 months of employment and a further 15 days in each subsequent period of twelve months for use when:
  - (a) the employee is sick or injured;
  - (b) the employee's spouse (this term in this agreement includes a spouse or de facto partner of either sex) is sick or injured; or
  - (c) a person who depends on the employee for care is sick or injured.
- 14.3 Part time employees
  - 14.3.1 Sick leave will be pro-rated for part time employees. A part time employee shall receive no fewer than five (5) working days paid sick leave for the first twelve months of employment and a minimum of five (5) additional working days for each subsequent twelve month period.

FTE	SL Days allocated
1	15
.9	14
.8	13
.7	12
.6	11
.5 and below	10

14.3.2 This change will take effect from the employee's next anniversary due post ratification date of this collective agreement.

14.4 The employer may require the employee to provide a medical certificate or other proof of sickness or injury as per the Holidays Act 2003.

14.5 The employee may carry over, to any subsequent 12 month period of employment, up to 90 days' current entitlement in any year.

14.6 The employee must notify the employer of the employee's intention to take sick leave:

14.6.1 as early as possible before the employee is due to start work on the day that such leave is being taken; or

14.6.2 If that is not practicable, as early as possible after that time.

14.7 Where the employee is entitled to paid sick leave and bereavement leave it shall be paid at an amount that is equivalent to the employee's relevant daily pay. Payment will be made provided:

14.7.1 The employee has been requested by the employer, and has agreed, to work on the day or days concerned;

14.7.2 Notification of the employee's intention to take such leave is given; and

14.7.3 In the case of sick leave a medical certificate or other proof of sickness or injury has been provided by the employee to the employer if required and requested as per the Holidays Act 2003.

## **15 Bereavement Leave**

15.1 The employee shall be entitled to:

(a) 3 days' bereavement leave on the death of a spouse, a child or grandchild, a brother or sister, a parent or spouse's parent or grandparent;

(b) 1 day's bereavement leave on the death of any other person that the employer accepts as being a bereavement for the employee based on relevant factors such as those set out in the next sub-clause.

15.2 The relevant factors referred to in the last sub-clause include:

(a) the closeness of the association between the employee and the deceased;

(b) whether the employee has to take significant responsibility for the ceremonies relating to the death of the deceased; and

(c) the employee's cultural responsibilities in relation to the death.

- 15.3 The employer may, at its discretion, consider approving special bereavement leave on pay for an employee to discharge any obligation and/or pay respects to a Tupapaku/deceased person with whom the employee has had a close association. Such obligations may exist because of blood or whanau connection or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). The length of time shall be exercised in accordance with the Holidays Act 2003.
- 15.4 The employee must notify the employer of the employee's intention to take bereavement leave:
- 15.4.1 as early as possible before the employee is due to start work on the day that such leave is being taken; or
  - 15.4.2 if that is not practicable, as early as possible after that time.
- 15.5 If bereavement occurs while an employee is absent on annual leave, sick leave on pay under this clause only or any other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of clause 15.1 above for any day or days the employee would otherwise have worked. This provision will not apply if the employee is on leave without pay for that week.
- 15.6 In granting time off therefore, and for how long, the employer must administer these provisions in a culturally appropriate manner, especially in the case of Tangihanga.
- 15.7 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 clause 15.1 above.

## **16 Additional Provisions Relating to Leave**

### **16.1 Discretionary Leave**

- 16.1.1 In the event an employee has no entitlement left, they may be granted an additional 10 days per annum. In considering the grant of leave the employer shall recognise that discretionary sick and domestic leave is to ensure the provision of reasonable support to staff having to be absent from work where their entitlement is exhausted. Requests should be considered at the closest possible level of delegation to the employee and in the quickest time possible, taking into account the following:
- (a) the employee's length of service
  - (b) the employee's attendance record
  - (c) the consequences of not providing the leave
  - (d) any unusual and/or extenuating circumstances

- 16.1.2 Reasons for refusal shall, when requested by the employee, be given in writing and before refusing a request, the decision maker is expected to seek appropriate guidance.
- 16.1.3 Leave granted under this provision may be debited as an advance on the next year's entitlement up to a maximum of 5 days.
- 16.1.4 At the employer's discretion an employee may be granted further anticipated sick leave or domestic leave. Any leave taken in advance and still remaining outside the entitlement will be paid to the employer, and the employer may deduct monies due from the final pay.
- 16.2 The provisions in this agreement for sick leave and bereavement leave include any statutory entitlement under current legislation.
- 16.3 Where an employee is suffering from a minor illness or an illness contracted at work which could have a detrimental effect on the patients or other staff in the employer's care, the employer may, at its discretion, subject to a medical certificate, either:
  - 16.3.2 place the employee on suitable alternative duties; or
  - 16.3.3 direct the employee to take leave on full pay for not more than eight days in any one year. Such leave shall not be charged against any current leave balances.
- 16.4 Approval is not to be given for absences during or in connection with the birth of an employee's child. Annual leave or parental leave should cover such a situation.
- 16.5 At the employer's discretion, an employee may be granted leave without pay, where the employee requires time away from work to look after a seriously ill member of the employee's family.
- 16.6 The production of a medical certificate or other evidence of illness may be required.
- 16.7 Where an employee has a consistent pattern of short term Sick Leave, or where those absences are more than 10 working days/shifts or more in a year, then the employee's situation may be reviewed. The focus of the review will be to assist the employee in establishing practical arrangements to recover from sickness or injury. For frequent or long term absence and after exhausting all avenues, the employer reserves the right to consider terminating the employment for incapacity without compensation, with four weeks' pay in lieu of notice.

## **17 Parental Leave**

### **17.1 Statement of Principle**

The parties acknowledge the following provisions are to protect the rights of employees during pregnancy and on their return to employment following parental leave.

### **17.2 Entitlement and Eligibility**

Provided that the employee assumes or intends to assume the primary care of the child born to or adopted by them or their partner, the entitlement to parental leave is:

- (a) in respect of every child born to them or their partner;
- (b) in respect of every child up to and including five years of age, adopted by them or their 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.

17.3 Employees intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner or midwife certifying the expected date of delivery. The provision may be waived in the case of adoption.

17.4 The commencement of leave shall be in accordance with the provisions of the Paid Parental Leave and Employment Protection Act 2002 and the Parental Leave and Employment Protection Amendment Bill 2018.

17.5 Depending on eligibility, the employee may be entitled to parental leave after 6 months current continuous employment with the employer.

17.6 An employee absent on parental leave is required to give at least one month's 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.

**17.6.1** *NOTE: It is important that employees are advised when they commence parental leave that, if they fail to notify the employer of their intention to return to work or resign, they shall be considered to have abandoned their employment.*

17.7 Parental leave is not to be granted as sick leave on pay.

17.8 Job protection –

17.8.1 Subject to 17.10 below, an employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:

- (a) at the equivalent salary, grading;
- (b) at the equivalent weekly hours of duty;
- (c) in the same location or other location within reasonable commuting distance; and
- (d) involving responsibilities broadly comparable to those experienced in the previous position.

- 17.8.2 Parental leave shall be recognised towards service-based entitlements, ie: annual leave and sick leave. However, parental leave will not contribute to Retiring Gratuities allowance calculations.
- 17.9 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 as per the Parental Leave and Employment Protection Act 1987 and amendments.
- 17.10 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 17.8 (a) above) is not available, the employer may approve one of the following options:
- (a) 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
  - (b) an offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in 17.8(b) above for up to 12 months; or
  - (c) the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of 17.8(b) 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 17.8(b), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or
  - (d) where extended parental leave in terms of 17.8(b) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 24.3 of this contract.
- 17.11 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 17.8.1 above, parental leave shall cease.
- 17.12 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.
- 17.13 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, either on the agreed date or upon giving 3 weeks notice under certain circumstances.
- 17.14 Employees on parental leave may from time to time and by agreement work occasional duties during the period of parental leave and this shall not affect the rights and obligations of either the employee or the employer under this clause.

## 18 Leave to Attend Meetings

- 18.1 The employer shall grant paid leave (at ordinary rates) to employees required to attend formal meetings of the New Zealand Nursing Council, except where the matter arises out of employment with another employer.
- 18.2 Paid leave shall also be granted where an employee is required to attend meetings of Boards or Statutory Committees provided that the appointment to the Board or Committee is by ministerial appointment.
- 18.3 Any remuneration received by the employee for the period that paid leave was granted shall be paid to the employer.
- 18.4 **Witness Leave:** Where an employee is required to be a witness in a matter arising out of his/her employment, he/she shall be granted paid leave at the salary rate consistent with their normal rostered duties. The employee is to pay any fee received to the employer but may retain expenses.

## 19 Long Service Leave

- 19.1 An employee shall be entitled to long service leave of one week upon completion of a five-year period of current continuous service with WDHSL. Such entitlement may be accrued.
- 19.2 Long Service Leave will be paid for each week of leave on the same basis as annual leave (13.0) in accordance with Holidays Act 2003. This will be based on the employee's FTE status at the time of taking the leave. Wherever practicable long service leave is to be taken in periods of not less than a week.
- 19.3 For the purposes of 19.1 current continuous service shall be commenced from 1 July 2012.
- 19.4 Leave without pay in excess of three months taken on any one occasion will not be included in the 5 year qualifying period, with the exception of Parental Leave.
- 19.5 The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment.
- 19.6 In the event of the death of an employee who was eligible for long service leave but has not taken the leave, any monies due will be paid to the deceased estate.

## 20 NZNO Meetings

- 20.1 Union members shall be entitled to up to a total of 4 hours leave per year (a year being the period beginning on the 1<sup>st</sup> day of January and ending on the following 31<sup>st</sup> day of December) on ordinary pay to attend meetings authorised by the union providing the following conditions are fulfilled.
- 20.2 The union shall give the employer at least 14 days' notice of the date and time of any union meeting to which clause 20.1 above is to apply.

- 20.3 The union shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.
- 20.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any union member for a period greater than two hours in respect of any meeting.
- 20.5 Only union members who actually attend a union meeting during their working hours shall be entitled to pay in respect of that meeting and to that end the union shall supply the employer with a list of members who attended and shall advise the employer of the time the meeting finished.

***Note: The provisions of these clauses (20.1 – 20.5) are inclusive of any entitlements provided by the Employment Relations Act 2000.***

- 20.6 Attendance at Seminars of Section Groups/Colleges of NZNO
- 20.6.1 Leave on pay is restricted to one half day or one full day a year for travel where appropriate. This leave is intended to cover the time required for a nurse to travel to the centre in which the seminar is to be held.
- 20.6.2 Leave on base salary only is to be granted for attendance at a national seminar organised by the NZNO or one of the national interest groups or colleges of that body. Attendance at regional or local seminars does not qualify for leave on pay.
- 20.6.3 Travel and accommodation expenses are the responsibility of the individual attending the seminar.
- 20.6.4 In all cases, granting of leave on pay for travel purposes is to be at the discretion and convenience of the employer.

## **21 NZNO Right of Entry**

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, in accordance with Sections 20 and 21 of the Employment Relations Act 2000.

## **22 NZNO Delegate / Workplace Representative**

- 22.1 The employer accepts that employee job delegates are the recognised channel of communication between the union and the employer in the workplace.
- 22.2 Accordingly paid time off (at ordinary time rates) shall be allowed for recognised employee delegates to attend meetings with management, consult with union members, and other recognised employee job delegates and union officials, to

consult and discuss issues such as management of change, staff surplus, and representing employees.

- 22.3 Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.
- 22.4 The amount of paid time off and facilities provided shall be sufficient to enable delegates and Convenors of delegates (where these positions exist) to give adequate consideration to the issues in the workplace.
- 22.5 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.

## **23 Employment Relations Education Leave**

- 23.1 The employer shall grant leave on pay for employee's party to this CA to attend courses authorised by NZNO to facilitate the employee's education and training as employee representatives in the workplace.
- 23.2 The numbers of days education leave granted is based on the formula of 35 days per annum for the first 280 full time equivalent employees (employees covered by this CA who have authorised the NZNO to act on their behalf) and a further five days per annum for every 100 full time equivalent employees thereafter.
- 23.3 For the purposes of this clause, calculating the number of full-time equivalent eligible employees employed by an employer –
  - (a) An eligible employee who normally works 30 hours or more during a week is to be counted as 1.
  - (b) An eligible employee who normally works less than 30 hours during a week is to be counted as one-half.
- 23.4 NZNO shall send a copy of the programme for the course and the name of employees attending at least 21 consecutive days prior to the course commencing.
- 23.5 The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.
- 23.6 The provision of Part 7 of the Employment Relations Act 2000 shall apply where any provision or entitlement is not provided for, or is greater than specified above.

## **24 Co-operation, Consultation and Management of Change**

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

- 24.1.2 Regular consultation between the employer, its employees and the union is essential on 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.
- 24.1.3 Therefore, the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters.
- 24.1.4 The employer accepts that employee delegates are a recognised channel of communication between the union and the employer in the workplace.
- 24.1.5 Prior to the commencement of any significant change to staffing, structure or work practices, the employers will identify and give reasonable notice to employees who may be affected and to the NZNO to allow them to participate in the consultative process so as to allow substantive input.
- 24.1.6 Reasonable paid time off at T1 shall be allowed for employee delegates to attend meetings with management and consult with employees to discuss issues concerning management of change and staff surplus.
- 24.1.7 Prior approval of such meetings shall be obtained from the employer and such approval shall not be unreasonably withheld.
- 24.1.8 The parties agree that meetings will occur at reasonable intervals between management and NZNO delegates. These meetings will enable effective operational and strategic communication and resolution of issues.
- 24.2 **Consultation** Consultation involves the statement of a proposal not yet finally decided upon, listening to what others have to say, considering their responses and then deciding what will be done. Consultation clearly requires more than mere prior notification.
- 24.1.2 The requirement for consultation should not be treated perfunctorily or as a mere formality. The person(s) to be consulted must be given sufficient opportunity to express their view or to point to difficulties or problems. If changes are proposed and such changes need to be preceded by consultation, the changes must not be made until after the necessary consultation has taken place.
- 24.2.2 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.
- 24.2.3 Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
- 24.2.4 However, the final decision shall be the responsibility of the employer.

24.2.5 From time to time directives will be received from government and other external bodies, or through legislative change. On such occasions, the consultation will be related to the implementation process of these directives.

24.2.6 The process of consultation for the management of change shall be as follows:

- (a) 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.
- (b) Sufficient information must be provided by the employer to enable the party/parties consulted to develop an informed response.
- (c) Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.
- (d) Genuine consideration must be given by the employer to the matters raised in the response.
- (e) The final decision shall be the responsibility of the employer.

24.2.7 The above process shall be completed prior to the implementation of clause 24.3.

### 24.3 Redundancy

24.2.1 Redundancy is defined as a situation when an employee’s employment with the employer is terminated by the employer, the termination being attributable wholly or mainly to the fact that the position filled by the employee is or will become superfluous to the needs of the employer. This does not include a situation where the employee is offered employment on generally no less favourable terms and conditions of employment by a new employer on the sale, transfer or contracting out of the employer’s operation or any part of it. In such circumstances of technical redundancy the employee shall not be entitled to any form of redundancy compensation whatsoever.

24.2.2 Where the employer declared the employee’s position redundant, the employer shall where practicable give the employee four weeks notice of termination of employment due to redundancy. If such notice is not given payment in lieu shall be made by the employer.

24.2.3 During the notice period the parties agree to meet to discuss a formula on any severance payment that may be offered to employees affected.

## 25 Family Friendly Practices

*The employer recognises the importance of family friendly practices in the workplace and will work with the union to develop an environment where family friendly policies are practised.*

## 25.1 **Reappointment after Absence due to Childcare**

- 25.1.1 Employees who resign to care for a dependant pre-school child or children may apply to their former employer for preferential re-appointment.
- 25.1.2 The total period of childcare absence allowed is four years plus any increases in lieu of parental leave. Longer absence renders a person ineligible for preferential appointment.
- 25.1.3 The employer will endeavour to find a suitable vacancy for eligible applicants as soon as their eligibility for preferential re-entry is established. Appointment to a position may be made at any time after the original notification of intention to return to work, provided the appointee agrees.
- 25.1.4 Absence for childcare reasons will interrupt service but not break it.
- 25.1.5 The period of absence will not count as service for the purpose of sick leave, annual leave, retiring leave or gratuities, long service leave or any other leave entitlement.
- 25.1.6 Employees do not have a right of review against their non-appointment.

## 25.2 **Childcare Facilities**

The parties recognise the importance of good quality childcare facilities being readily available to employees, and support present childcare facilities arrangements. Employers are encouraged to provide facilities for mothers to feed new born infants.

## 26 **Confidentiality/Public Statements**

- 26.1 In recognition of the rights and interests of the public in the health service employees reserve the right to enter into reasonable public debate over matters relevant to their professional expertise and experience.
- 26.2 If an employee is concerned about any issues regarding their practice, the practice of the employer, or other matters with respect to the operation of the employer, the parties agree that, in the first instance, the matter should be raised in-house as a matter of course with the appropriate manager, or the person responsible for Protected Disclosures.
- 26.3 If the concerned employee is not satisfied with the response given, then they may speak out on the issue of concern provided that they identify themselves as speaking as authorised by and on behalf of NZNO. Before speaking out on the issues of concern, these comments are to be discussed with the employee's divisional General Manager prior to release in order that the employer has the opportunity to discuss any effects which such comments might have on the employer's business.
- 26.4 Attention is drawn to the applicable WDHSL or employer Media Policy and the Privacy Act.

## 27 Professional Development

*The employer acknowledges a commitment to supporting the continued safe practice of its workforce and to supporting opportunities for the development of knowledge and skills which will benefit the patient, organisational effectiveness and workforce.*

- 27.1 The employer shall grant professional development leave of up to 32 hours per calendar year for full time employees (pro rata to no less than 8 hours per calendar year for part time employees) who are registered/enrolled nurses. This leave is to enable employees to complete qualifications, to attend courses and to undertake research or projects that are relevant to the employer and which facilitate the employee's growth and development. 8 hours per calendar year shall be available for Health Care Assistants and Hospital Aides and Health Support Workers who are preparing to apply for Merit 1 or Merit 2. Prior approval of the employer must be obtained.
- 27.2 Gaining and developing cultural knowledge shall be grounds to apply for professional development leave.
- 27.3 Paid leave to meet organisational and service requirements, and those HPCA requirements not otherwise addressed in this clause, shall be granted in addition to the above provisions. The employer will meet any associated costs.
- 27.4 Professional development leave will be granted at T1 rate and shall not accumulate from one year to the next.
- 27.5 Any claim for expenses must be approved in advance and will be considered on a case by case basis.
- 27.6 Staff working on preparing a portfolio, obtaining or maintaining skill levels associated with the Professional Development and Recognition Programme are entitled to additional leave in order to undertake research or study associated with meeting the PDRP requirements as follows:

Level	
Proficient	2 days per annum
Expert / Accomplished	3 days per annum
<i>This entitlement is payable upon the successful completion of the work associated with the PDRP.</i>	

- 27.7 It is acknowledged that designated senior nurses may require additional paid opportunities for development.

### 27.8 Professional Development and Recognition Programmes

- 27.7.1 PDRP for WDHSL will be in alignment with that of the Southern District Health Board.

27.7.2 In recognition of the importance of increasing the number of expert/accomplished and proficient nurses, an employee who reaches the following levels will receive a pro-rate allowance as long as s/he 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, and shall attract penal rates and overtime.

27.7.3 The rates of these allowances are as follows:

Nurse Practitioner	\$5,000 per annum
RN Expert	\$4,500 per annum
RN Proficient	\$3,000 per annum
EN Accomplished	\$4,500 per annum
EN Proficient	\$3,000 per annum

**27.8 Health Care Assistants / Hospital Aides**

27.8.1 When an employee successfully achieves a level 3 NZQA qualification relevant to their position as a Health Care Assistant they will be eligible for the Merit 1 allowance.

27.8.2 When an employee successfully achieves a level 4 NZQA qualification relevant to their position as a Health Care Assistant they will be eligible for the Merit 2 allowance.

27.8.3 In recognition of the importance of ongoing development for Health Care Assistants/Hospital Aides, an employee who achieves merit criteria will receive an allowance as long as s/he maintains those criteria. This allowance shall be added to the base rate of pay and be payable on all hours worked, and shall attract penal rates and overtime.

27.8.4 The rates of allowances are as follows:

Merit 1	\$1,000 per annum
Merit 2	\$2,000 per annum

**28 Policies and Procedures**

28.1 All employees covered by the Agreement shall comply with the employer’s policies and procedures in force from time to time, to the extent that such policies and procedures are not inconsistent with the terms and conditions of this Agreement.

- 28.2 The union will be consulted regarding any additions/amendments to those policies and procedures, where such additions/amendments have a material effect on employees' conditions of employment.
- 28.3 **Insurance Protection** for employees travelling on work related business is provided in accordance with WDHSL's insurance policy.
- 28.4 **Leave Without Pay** – Fulltime or part-time employees are able to take leave without pay each year, providing that such leave is mutually agreed between the employer and the employee, and is in accordance with the employer's policy on leave without pay.

## **29 Indemnity Cover**

- 29.1 The employer undertakes to indemnify employees, subject to the terms and conditions of the employer's Professional Indemnity/Medical Malpractice Insurance Policy, against actions taken by persons suffering damage as a result of acts or omissions of the employee while acting in the course of their employment.
- 29.2 This indemnity shall not apply to any employee acting outside of his or her employment, or for any action taken against the employee by their own professional association. The parties agree that the payment of any excess or deductible amount is the responsibility of the employer.

## **30 Health and Safety**

- 30.1 The employer shall comply with the provisions of the Health and Safety at Work Act 2015 and subsequent amendments concerning safety, health and welfare matters. The parties to this agreement agree that employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken. The parties agree to comply with the Employee Participation Agreement in place at WDHSL.
- 30.2 It shall be the responsibility of the employer to ensure that the workplace meets required standards and that adequate and sufficient safety equipment is provided.
- 30.3 It shall be the responsibility of every employee covered by this agreement to work safely and to report any hazards, accidents or injuries as soon as practicable to their supervisor.
- 30.4 It is a condition of employment that safety equipment and clothing required by the employer is to be worn or used by the employee and that safe working practices must be observed at all times.
- 30.5 Attention is also drawn to the employer's policies and procedures on health and safety.
- 30.6 The employer recognises that to fulfil their function health and safety delegates require adequate training, including unit standard 29315 (describe the Role & Functions of the Health & Safety Representative in a New Zealand Workplace).

- 30.7 The parties to this agreement recognise that effective health and safety committees are the appropriate means of providing consultative mechanisms on health and safety issues in the workplace.

## **31 Accidents – Transport of Injured Employees**

- 31.1 Transport of injured employees – Where the accident is work-related and the injury sustained by the employee necessitates immediate removal to a hospital, or to a medical practitioner for medical attention and then to their residence or a hospital, or to their residence (medical attention away from the residence not being required), the WDHSL is to provide or arrange for the necessary transport, pay all reasonable expenses for meals and lodging incurred by or on behalf of the employee during the period she/he is transported, and claim reimbursement from ACC.
- 31.2 Where an employee is incapacitated as a result of a work accident, and that employee is on earnings related compensation, then the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation as long as there is existing leave entitlement such as unused sick leave. The employer may agree to reimburse employees for treatment and other expenses or for financial disadvantage incurred as a result of a work-related accident. This agreement will be on a case by case basis.

## **32 ACC**

- 32.1 Where an employee is incapacitated as a result of a work accident (except where the accident is a work place assault – see clause 32.2 below), and that employee is on earnings related compensation, then the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation. This leave shall be taken as a charge against untaken Sick Leave entitlement, to the extent entitlement exists. The employer may agree to reimburse employees for treatment and other expenses or for financial disadvantage incurred as a result of a work-related accident. This agreement will be on a case by case basis.
- 32.2 Where an employee is incapacitated as a result of a work place assault, and that employee is on earnings related compensation, then the employer will top up the ACC payments to 100% of normal/ordinary rate of pay during the period of incapacitation. This top up payment shall not be debited against the employee's untaken sick leave entitlement. The employer will reimburse the employee for any costs incurred that are part charges for ACC agreed treatment and other associated ACC expenses.
- 32.3 For non work -related accidents, where the employee requests, the employer shall supplement the employee's compensation by 20% of base salary and this shall be debited against the employee's untaken Sick Leave entitlement, to the extent entitlement exists.

## **33 Uniforms and Protective Clothing**

- 33.1 Where the employer requires an employee to wear a uniform, it shall be provided free of charge, but shall remain the property of the employer.
- 33.2 Suitable protective clothing shall be provided at the employer's expense where the duty involves a risk of excessive soiling or damage to uniforms or personal clothing or a risk of injury to the employee.
- 33.3 Damage to personal clothing – An employee shall be reasonably compensated for damage to personal clothing worn on duty, or reimbursed dry cleaning charges for excessive soiling **only** when required by WDHSL to wear personal clothing, provided the damage or soiling did not occur as a result of the employee's negligence, or failure to wear the protective clothing provided. Each case shall be determined on its merits by the employer.

## **34 Payment of Wages**

- 34.1 Employees will be paid fortnightly in arrears by direct credit. Where errors have occurred as a result of employer action or inaction, corrective payment must be made within one working day of the error being brought to the employer's attention where practicable.
- 34.2 Where an employee has taken leave in advance of it becoming due, and the employee leaves before the entitlement has accrued, the employer will deduct the amount owing in excess of entitlement from the employee's final pay.
- 34.3 Any monies agreed, as being owed by the employee to the employer upon termination will be deducted from the employee's final pay.
- 34.4 The employees shall complete timesheets as required by the employer. Wherever practicable any disputed items shall not be changed without first referring it to the affected employee.
- 34.5 **Overpayment Recovery Procedures**: Attention is drawn to the Wages Protection Act 1983. The provisions of this Act, or any amendment or Act passed in substitution for this Act, shall apply.
- 34.6 The employer shall use its best endeavours to direct credit payment of wages into the employee's bank account one clear banking day prior to a public holiday.

## **35 Termination of Employment**

### **35.1 Notice Period**

- 35.1.1 Either party may terminate the employment agreement with four weeks written notice, unless otherwise negotiated with the employer. Agreement for a shorter notice period will not be unreasonably withheld. When notice or any part of notice or agreed notice is not given or worked, the balance of the period of notice not given or worked shall be paid or forfeited by the party failing to give the agreed notice

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

**35.2 Abandonment of Employment**

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

**36 Harassment Prevention**

- 36.1 Employees should refer in the first instance to the provisions and procedures specified in the employer's Harassment Policy. The employee's attention is also drawn to clause 36 Employment Relationship Problems. Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence, and other forms of intimidating behaviour.

- 36.2 Sexual harassment is verbal or physical behaviour of a sexual nature which is unwelcome to the receiver and is embarrassing or intrusive. It affects morale, work effectiveness and the right to enjoy a good working environment. Some types of behaviour constituting sexual harassment are listed below.

35.2.1 Type of behaviour:

- (a) sex-orientated jibes or abuse
- (b) offensive gestures or comments
- (c) unwanted and deliberate physical contact
- (d) requests for sexual intercourse, including implied or overt promises for preferential treatment or threats concerning present or future employment status

35.2.2 Where it may occur:

- (a) among co-workers
- (b) where a supervisor uses position and authority to take sexual advantage of another employee or to control or affect the career, salary or job of that employee
- (c) in dealing with members of the public

- 35.2.3 Responsibilities for supervisors and complainants when dealing with sexual harassment :

- (a) It is the responsibility of the employer to maintain a work environment free of unwelcome behaviour and to provide a mechanism for reporting sexual harassment, ensuring a fair investigation and avoiding reprisals against the complainant.
- (b) Care is to be taken during the investigation of any complaint of sexual harassment and afterwards to prevent any disadvantage to the complainant and care must also be taken to protect the position of other parties if the complaint is found to be unwarranted.
- (c) The employer relies on supervisors at all levels to facilitate and encourage proper standards of personal and ethical conduct in the workplace.

35.3 Sexual harassment complaints must be taken seriously and handled with sensitivity and impartiality. Behaviour, words and gestures have different meanings in different cultures. What may be acceptable in one culture may not be in another. This needs to be taken into account in the workplace.

35.4 Services are available for the resolution of the problem. The employee may either raise a personal grievance in an application to the Employment Relations Authority for the resolution of this grievance or make a complaint under the Human Rights Act 1993, but not both.

#### 35.5 Racial Harassment

An employee is racially harassed if the employee's employer or a representative of the employer uses language (whether written or spoken), or visual material, or physical behaviour that directly, or indirectly:

- (a) expresses hostility against, or brings into contempt or ridicule, the employee on the grounds of race, colour, or ethnic or national origins of the employee; and
- (b) is hurtful or offensive to the employee (whether or not that is conveyed to the employer or the representative); and
- (c) has, either by its nature or through repetition, a detrimental effect on the employee's employment, job performance or job satisfaction.

## 36 Family violence

Family violence may impact on an employee's attendance or performance at work. The employer will support staff experiencing family violence. This support includes:

36.1 For those experiencing family violence, up to 10 days of paid leave in any calendar year to be used for medical appointments, legal proceedings and other activities related to family violence.

36.2 This leave is in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

36.3 To support safety planning and avoidance of harassing contact, the employer will approve any reasonable request from an employee experiencing family violence for:

36.3.1 changes to their span or pattern of working hours, location of work or duties;

36.3.2 a change to their work telephone number or email address; and

36.3.3 any other appropriate measure including those available under existing provisions for flexible work arrangements.

36.4 An employee who supports a person experiencing family violence may take domestic leave to accompany them to court, to hospital, or to mind children.

36.5 All personal information concerning family violence will be kept confidential and will not be kept on the employee's personnel file without their agreement.

36.6 Proof of family violence may be requested and can be in the agreed form of a document from the Police, a health professional or a family violence support service.

Family violence means domestic violence as defined by s2 of the Domestic Violence Act 1995

## **37 Flexible Work**

37.1 Employees may at any time, request in writing a variation of their working arrangements pursuant to Part 6AA Employment Relations Act 2000. A variation may be requested in relation to the following arrangements:

- (a) the location of the employee's workplace:
- (b) the hours of work
- (c) the days of work

37.2 The employer must respond in writing to a request as soon as possible but not later than 1 month after receiving the request, to advise whether the request has been approved or refused. If the request is refused, the employer will set out the grounds of that refusal.

37.3 Grounds for refusal are one or more of the following:

- (a) inability to reorganise work among existing staff:
- (b) inability to recruit additional staff:
- (c) detrimental impact on quality:

- (d) detrimental impact on performance:
  - (e) insufficiency of work during the periods the employee proposes to work:
  - (f) planned structural changes:
  - (g) burden of additional costs:
  - (h) detrimental effect on ability to meet customer demand.
- 37.4 However, an employer must refuse a request if—
- (a) the request is from an employee who is bound by a collective agreement; and
  - (b) the request relates to working arrangements to which the collective agreement applies; and
  - (c) the employee’s working arrangements would be inconsistent with the collective agreement if the employer were to approve the request.
- 37.5 An employee may not challenge his or her employer’s refusal of a request, or failure to respond to a request, except—
- (a) if the employee believes his or her employer has not responded to the request in the one month timeframe above: and
  - (b) to the extent provided by sections 69AAH to 69AAJ Employment Relations Act.

## **38 Resolution of Employment Relations Problems**

- 38.1 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 employment.
- 38.2 Where an employment relationship problem arises the parties will in the first instance seek to resolve it between the immediately affected parties. Further to this:
- (a) The employee is entitled to seek representation at any stage during the process. Help with an employment relations problem is available from within the work place (employee manager) or outside the workplace (Department of Labour 0800 800 863), or a union, an advocate or a lawyer.
  - (b) If the matter is unresolved either party is entitled to seek mediation from the Labour Department or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)
- 38.3 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 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.

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

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

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

38.7 See Schedule A at end of this Agreement for procedure for resolving employment relationship problems and Schedule B for behaviour and performance concerns.

### **39 Deduction of Union Fees**

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

39.2 A list of members shall be supplied by NZNO to WDHSL on request.

### **DECLARATION**

**DATED at this day of 2021**

Signed on behalf of  
**WAITAKI DISTRICT HEALTH SERVICES LTD** by:

Signature   
 Name *Keith Marshall*

**Signed on behalf of  
NEW ZEALAND NURSES ORGANISATION by:**

*Signature*

*Name*

*KMCM  
Karyn Chalk*

## SCHEDULE A: PROCEDURE FOR RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS

We can save time and help preserve our working relationship by resolving problems quickly and amicably. If you believe that an employment relationship problem exists, or you feel aggrieved because of some action by us, or you dispute the interpretation or application of some part of this agreement, you should as soon as possible raise the matter informally.

You should advise

- ☞ The details of your concern or grievance
- ☞ The reason(s) why you are concerned or feel aggrieved, and
- ☞ The action(s) you want taken to resolve the concern or grievance.

If you do want to raise the matter directly, you can contact the union, then with union representation, or through a representative of your choice, meet to attempt to resolve the matter.

If at that meeting, or further meetings, the matter is not resolved, we may decide to have the matter settled by some other acceptable person. If so, we must agree in writing stating:

- The name of the agreed person
- How that person's fees, if any, shall be paid
- The process agreed to, and
- Whether that person's decision shall be binding or final.

If the matter is resolved by us or by the decision of the agreed person, we agree to ask a Mediation Service Mediator to sign the terms of settlement in accordance with Section 149 of the Employment Relations Act 2000.

If we do not agree to have the matter resolved by some other person and the matter remains unresolved, you may refer the matter to the Ministry of Business, Innovation and Employment for assistance or if appropriate to the Employment Authority or Employment Court for resolution.

### IMPORTANT NOTES

The Employment Relations Act 2000 specifies that personal grievances must be raised with employers within 90 days of the event which gave rise to the grievance or came to the employee's notice.

Section 149 of the Employment Relations Act 2000 allows a Mediation Service Mediator to sign agreed terms of settlement at the request of the parties. When so signed, the terms of settlement become final and binding and cannot be appealed or reviewed.

If making submissions in writing, submissions should be as soon as possible. A delay could be interpreted as a reduction in the seriousness of the claim because the attempt to settle the matter was not made as soon as possible.

The Employment Relations Service operates a free phone info line service at 0800 209020 and a related website at [www.employment.govt.nz](http://www.employment.govt.nz).

## CODE OF CONDUCT

Conduct which threatens other staff, clients, personal health, well-being or security, or which endangers plant, property or services, is unacceptable.

The following are *examples* of behaviour which are considered to be *serious misconduct* and which may lead to instant dismissal:

- ▶ Falsifying records or other documents
- ▶ Consuming or possessing alcohol or illicit drugs on the company's premises without prior authorisation, or being at work under the influence of illicit drugs or alcohol
- ▶ Unauthorised possession of the company's property or property owned by clients or other persons
- ▶ Wilful damage
- ▶ Walking off the job
- ▶ Refusing to obey lawful instructions
- ▶ Deliberately acting to adversely affect hygiene, safety or quality
- ▶ Not notifying a work accident involving injury
- ▶ Not following a safety or health procedure
- ▶ Using abusive or inappropriate language or harassment of any kind, including sexual harassment
- ▶ Unauthorised disclosure or use of confidential information
- ▶ Unauthorised use of the company's computers or sending inappropriate e-mail communications or visiting unsuitable websites;
- ▶ Unauthorised use of the company's procedures, methods or information outside the scope of this employment; Misrepresentation
- ▶ Engaging in competitive employment without prior authorisation

**NOTE:** THE ABOVE EXAMPLES ARE INDICATIVE OF SERIOUS MISCONDUCT.

**OTHER SIMILAR BEHAVIOUR MAY ALSO BE CONSIDERED TO BE SERIOUS MISCONDUCT.**

Conduct which is contrary to the accepted rules of behaviour but which does not warrant instant dismissal shall be considered *Less Serious Misconduct* and shall be dealt with by way of warning. In this process, genuine mistakes may not be seriously penalised, but repeated lapses may lead to dismissal.

Less serious misconduct includes:

- ▶ Failure to carry out lawful instructions
- ▶ Misusing or using without authority property or equipment
- ▶ Leaving the place of work without authority
- ▶ Posting offensive notices
- ▶ Preventing another employee or employees from undertaking their work
- ▶ Wasting time or materials
- ▶ Failing to report for work or not completing the stipulated hours of work without notification, unless sick or injured, or because of personal emergency.
- ▶ Repeated lateness
- ▶ Lack of application to assigned work
- ▶ Inappropriate dress
- ▶ Unacceptable personal hygiene.

**NOTE:** THE ABOVE EXAMPLES ARE INDICATIVE OF LESS SERIOUS MISCONDUCT.

**OTHER SIMILAR BEHAVIOUR MAY ALSO BE CONSIDERED TO BE SERIOUS MISCONDUCT**

## **SCHEDULE B: DISCIPLINARY PROCEDURES**

If misconduct has or is suspected to have occurred, the following procedure shall be followed:

- An investigation will commence.
- The employee shall be advised that alleged misconduct or serious misconduct is being investigated.
- If the alleged misconduct is serious misconduct, the employee may be suspended on pay while the allegation is investigated.
- If the investigation reveals that misconduct may have occurred, the employee shall be:
  - invited to attend an interview about the matter
  - advised that the employee is entitled to have a support person or representative of their choice present at the interview
  - that a possible outcome of the meeting may be dismissal or other appropriate penalty
- The employee and representative shall be advised of the time, day and place of the interview.
- The person(s) investigating the alleged serious misconduct shall ensure the matter is not prejudged or the outcome prejudiced.
- At the interview, the alleged specific breach shall be put to the employee, and the employee shall be invited to explain the alleged misconduct or to make representations about the matter.
- Following that meeting, the person(s) investigating the matter shall decide the action to be taken if misconduct has occurred.

If after hearing and considering the employee's explanation, the outcome is that serious misconduct has occurred, the company's action may be any one or any combination of the following:

- Instant dismissal, or
- Rearrangement of the employee's responsibilities or duties or both, and/or
- Demotion to a lesser position, and/or
- Suspension without pay for a period of up to 10 working days, and/or
- The issue of a final written warning.

None of these actions shall constitute redundancy of the employee's position.

If the misconduct is less serious and the action to be taken is the issue of a warning, the warning shall be one of the following

- A verbal warning with the details noted, or
- A written warning with a copy retained, or
- A final written warning clearly stating that any further breach of failure to perform to required standards will result in dismissal, with a copy retained.

## **BELOW STANDARD PERFORMANCE**

If performance is below the company's standard(s), the employee shall be advised of the shortfall and the action(s) to be taken to remedy the performance. If appropriate, a written warning (see below) also may be issued.

## CONTENT OF WRITTEN WARNINGS

Written warnings must include the following:

- ▶ A clear statement of the misconduct or the performance standard not attained
- ▶ The Employee's explanation
- ▶ The reasons why the employee's explanation was not acceptable
- ▶ The penalty to be imposed, if any
- ▶ The corrective action to be taken by the employee
- ▶ The assistance to be given by the company
- ▶ The timetable to achieve the corrective action, and
- ▶ A clear statement that a failure to complete the corrective action could result in dismissal.

### FURTHER INFORMATION

Further information about your Holiday Act entitlements and about other employment rights can be obtained from the Employment Relations Service of the Ministry of Business, Innovation and Employment (Free phone 0800 800 863, website [www.employment.govt.nz](http://www.employment.govt.nz)) or from your Union if you are a member.

**Healthy****Workplaces**

The parties to this collective agreement support that all employees should have a healthy workplace based on the following principles:

- a. Having the appropriate levels of staff, skill mix, experience, and resourcing to achieve a match between demand and capacity
- b. Systems, processes and work practices that ensure efficient scheduling and a credible, consistent and timely response to variance in demand
- c. 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.
- d. Recognition that everyone can be a leader by using the authority (expertise) vested in their role to participate and constructively engage with others.
- e. 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.
- f. Appreciation that good patient outcomes rely on the whole team and that teams need opportunities to work and plan together.
- g. 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.

Agreement to participate in Healthy Work place Meetings at agreed frequency throughout the year.