

WELLINGTON

**PRIMARY HEALTH CARE
SERVICES**

COLLECTIVE AGREEMENT

TERM:

1 January 2021- 30June 2022

Contents

- 1. NATURE AND COVERAGE OF AGREEMENT 4
- 2. DEFINITIONS 5
- 3. AIMS OF HEALTH SERVICES 7
- 4. STAFF VACANCIES 8
- 5. HOURS OF WORK 8
- 6. OVERTIME 9
- 7. WAGES 9
- 8. ALLOWANCES 14
- 9. PAYMENT OF WAGES/WAGE RECORDS 14
- 10. EXPENSES 15
- 11. INDIVIDUAL AGREEMENT DETAILS 16
- 12. JOB DESCRIPTION 16
- 13. ANNUAL REVIEW 16
- 14. PERSONAL STATEMENTS/CONFIDENTIALITY 17
- 15. PUBLIC HOLIDAYS 17
- 16. ANNUAL HOLIDAYS 18
- 17. LONG SERVICE LEAVE 19
- 18. TANGIHANGA/BREAVEMENT LEAVE 19
- 19. PARENTAL LEAVE 20
- 20. JURY SERVICE LEAVE 20
- 21. SPECIAL or EXTENDED LEAVE 20
- 22. STUDY LEAVE/TRAINING 20
- 23. PROFESSIONAL SUPERVISION 21
- 24. SICK/DOMESTIC LEAVE 21
- 25. NOTICE 22
- 26. REDUNDANCY AND RESTRUCTURING 22
- 27. TRANSFER OF OWNERSHIP 24
- 28. EMPLOYMENT PROTECTION PROVISION 24
- 29. PROCEDURES FOR SETTLEMENT OF PERSONAL GRIEVANCES AND
DISPUTES 25
- 30. SEXUAL HARASSMENT 26
- 31. UNION RIGHTS 26
- 32. STAFF COMMUNICATION 29
- 33. EMPLOYER UNDERTAKINGS 29
- 34. HEALTH AND SAFETY 29
- 35. HEALTHY WORKPLACES 30
- 36. PAY EQUITY OUTCOMES 30

37. RIGHTS OF CLINICAL PRACTICE, CONFLICT OF INTEREST AND RESTRAINT OF TRADE.....	30
38. TERM OF THE AGREEMENT	31
MEMORANDA	31
SCHEDULE 1: MIDWIVES	32
SCHEDULE 2 – EMPLOYEE HEALTH AND SAFETY REPRESENTATIVES	32
SIGNATORY PARTIES	34

1. NATURE AND COVERAGE OF AGREEMENT

(a) Coverage of the Agreement

(i) This is a collective employment agreement made pursuant to the Employment Relations Act 2000 covering all work carried out by employees (or workers) of the health services party to this Agreement. The type of work covered by the different occupational groups is outlined in Clause 2 Definitions.

(ii) The terms and conditions in this agreement are a minimum. Better terms and conditions may be provided for an individual employee who is a party to this agreement.

The health service where the superior condition is being proposed shall consult with the other health services and the appropriate union prior to the condition being actioned.

Superior conditions will normally only be actioned following the annual renegotiation of this collective employment agreement.

(b) Parties to the Agreement

The parties to this collective employment agreement shall be as follows:

- (i) The Employers -
Newtown Union Health Service Incorporated
Porirua Union and Community Health Service Incorporated
Hutt Union and Community Health Service Incorporated

Pacific Health Service Hutt Valley Incorporated
Wainuiomata Kokiri Union Health Service Incorporated
hereunder referred to as "the health services"

- (ii) The Unions

E TŪ INCORPORATED
N.Z. Nurses Organisation

Coverage

All of the employees of the health services above are covered by this Agreement.

(c) Additional Parties

- (i) Any new primary health care service that is a member of Health Care Aotearoa may become a party to this agreement.

The Employers will make every endeavour to encourage the new Health Service to become a party to this agreement.

- (ii) Any new workers employed by any of the Employer parties during the term of this agreement are entitled to the benefits of this agreement provided they are members of a Union party to this Agreement.

(d) Variation of This Agreement

The terms of this agreement may be reviewed at any time during its currency and changed by the agreement of all the parties.

Any changes agreed to must be recorded in writing and attached as a schedule to this agreement. All such changes will form part of this agreement and will supersede any prior provisions affected by such changed terms and shall be ratified in the same manner as was this agreement.

(e) Pass-On

No improvement in any wage rate, allowance or other condition negotiated in this Agreement shall be passed on to any worker who is covered by the Agreement who is not a member of one of the unions in sub-clause 1(b)(ii) of this Agreement.

This shall not prevent the employer complying with section 62(2) of the Employment Relations Act in regard to new employees within their first 30 days of employment.

(f) Trial Periods

When employkng new employees who fall within the coverage of this collective agreement, the employer will not agree to a trial provision as defined in section 67A of the Employment Relations Act 2000.

2. DEFINITIONS

Administrative Worker:

A worker who spends a majority of their time on accounts and/or on other general administrative duties separate to or in addition to receptionist duties.

Community Health Worker:

A person employed to work in the community to promote wellness and community development by encouraging membership participation in appropriate health awareness and education programmes and other activities that strengthen their wellbeing.

Dental Chairside Assistant:

A person employed to provide administrative and chairside support across a primary care practice, under broad direction and delegation from a dental practitioner or management.

Interpreter:

A person who has a recognised qualification in interpreting languages and is employed solely to carry out interpreting work for a health service party to this Agreement.

Health Receptionist:

A worker who primarily performs the function of a receptionist - receiving people to the service; phone calls; appointments and general administration which includes computer work of clients, but who does not spend significant time on accounts, or other advanced administrative matters.

Midwife:

A worker who is registered in New Zealand as a midwife and holds a current annual practising certificate.

Primary Care Practice Assistant:

A person employed to provide administrative and clinical support across a primary care practice, under broad direction and delegation from a health care professional or senior administrative staff.

Primary Health Nurse:

A registered nurse who holds a current practising certificate, whose duties include patient consultations, health promotion and education.

Social Worker:

A worker who, in the opinion of the employer, is suitably qualified and has been appointed specifically to undertake assessments and interventions in respect of the specialised social needs of members and their families.

Part-Time Employee:

A worker who regularly works 35 hours or less. Actual hours of work are agreed between the employer and the worker and are confirmed in writing by the employer. All other workers are full time. Part-timers shall be entitled to all benefits pro-rata.

Manager:

A worker who is employed as a manager, reports directly to the governance body of the organisation on the implementation of its policy and strategic plan and is responsible for the day-to-day organisation and management of the service.

Senior Administrator:

An administrative worker may be appointed by the employer as a senior administrator if his/her job has developed a complexity beyond that in the Administrative Worker definition.

Mental Health Co-ordinator:

A worker who is responsible for providing a co-ordination and liaison service for tangata/whaiora/mental health consumers as referred from agencies and community groups.

Te Wana Review Manager:

A person who is responsible for the planning and organising of accreditation reviews of organisations enrolled on the quality improvement and accreditation programme. Review managers are responsible to liaise with and maintain relationships with enrolled members as well as generate business by bringing new members on to the programme. Budget responsibility is limited to ensuring review costs are within budget and follow guidelines. Review managers co-ordinate training workshops about the quality process and are responsible for the ongoing enrolment, training and support of internal and external peer reviewers.

Temporary Worker:

A worker employed to relieve other workers for events such as sick leave, holidays, parental leave or in addition to permanent staff for a special fixed term project or purpose.

A temporary worker will be employed on the starting rate appropriate to the position as defined in Clause 7 of the wage scale.

Employees who do not fit into groups already covered by a definition or salary scale may following agreement between the parties to the CEA:

- a) have a new salary scale developed for their group. This will occur when there are significant numbers of employees fitting this new definition or
- b) be offered a salary scale in line with an existing salary scale within this agreement or
- c) be offered a salary scale in line with an existing salary scale from the DHB or a community-owned primary health care service, not for profit agency or other similar organisation

3. AIMS OF HEALTH SERVICES

- (a) The employers and the workers shall work honestly, diligently and co-operatively to promote the following aims of the Health Services:

To provide low cost, easily accessible, acceptable and appropriate primary health service for low income people who are: Members of bona fide trade unions, unemployed, beneficiaries and the household members of all these people, and Pacific peoples.

To develop and promote a model of Primary Health Care delivery.

To develop a service in which members are involved in policy making decisions.

To improve the health status of members through the service.

To encourage individual responsibility for health and health care.

To ensure a healthy working environment for staff of the service and to maximise the opportunity for them to use their skills.

To provide such other health, or health-related services as are required by members.

(b) Professional & Patient Responsibility & Accountability

The parties recognise, alongside employee responsibilities to the service and the population served:

- (i) the primacy of the personal responsibility of employees to the patients and the employee's role as a patient advocate;
- (ii) that employees are responsible and accountable to the statutory authorities such as the Medical, Dental, Nursing and Midwifery Councils and the Social Workers Registration Board established under the Health Practitioners Competence Assurance Act 2003, as applicable, including their relevant policy statements and guidelines; and
- (iii) that employees are responsible and accountable to the ethical codes and standards of relevant colleges and professional associations.

4. STAFF VACANCIES

- (a) The employer agrees to take reasonable steps to fill temporary vacancies or staff shortages as they occur. Wherever possible the employer will fill vacancies before they arise.

5. HOURS OF WORK

- (a) The hours of work for each worker will be recorded in the individual component of the worker's agreement or Schedule One.
- (b) Clerical/administration staff: The ordinary hours of work shall be 40 hours on 5 days per week, Monday to Friday; eight hours per day between 8am - 6.30pm. Except that in the Hutt Union and Community Health Service the hours may be 8am - 7pm.
- (c) Nursing staff: The ordinary hours of work shall be 40 hours on 5 days per week, Monday to Friday, 8 hours per day, between 8am - 8 pm.
- (d) Cleaners: Shall work hours of work as determined by the health service and agreed by the employee
- (e) Midwives: The hours of work shall comply with Schedule 4.
- (f) Community Health Workers/Social Workers

The ordinary hours of work shall be 40 hours over 5 days per week Monday to Friday, 8 hours per day, between 8 a.m. and 8 p.m.

- (g) A worker shall not be required to work more than five hours continuously in any one period of work without an uninterrupted meal break between 30 minutes and 1 hour. A worker may agree to work 6 hours without a meal break where they work only 6 hours in the day.

- (h) An uninterrupted interval of fifteen minutes duration shall be allowed to each worker during each four hour work period within the employer's time and without deduction from wages, and the employers shall provide hot water, tea, coffee, milk and sugar.
- (i) Social Workers, Nurses, Community Health Workers and Clerical staff shall not be required to work Sundays or public holidays or to be on call.
- (j) The employment of part-time workers shall not occur in a way which jeopardises the employment of full-time or permanent workers.

6. OVERTIME

Clerical/Administration Workers/Social Workers/Nurses and Community Health Workers:

Approved time worked in excess of or outside the ordinary hours of work defined in clause 5 shall be paid for at time-and-a-half for the first 3 hours and double-time thereafter except for 9 a.m. – 1 p.m. Saturdays which shall be paid at ordinary time only. However, where possible time off in lieu of overtime pay will be taken, the hours to be calculated at the appropriate overtime rate. Overtime shall be calculated on a daily basis.

Time in lieu shall be taken by mutual agreement. Time in lieu may be taken in periods of up to 5 days at a time.

7. WAGES

The following wages shall apply as the minimum rates of wages. In the event the Wellington Primary Health Car is allocated additional funding for pay equity during the term of the Collective Agreement Wellington Primary Health Care employers will meet with NZNO with urgency to agree the allocation of additional funding

- (a) Administration/Reception Per Hour

1/1/2021	
1 st year	\$23.36
2 nd year	\$25.01
3 rd year	\$25.78
5 th year	\$26.59
7 th year	\$26.90
10 th year	\$27.43

- (b) Community Health Workers with a relevant degree qualification Per Hour

1/1/2021	
1 st year	\$24.89
2 nd year	\$26.64
3 rd year	\$27.47
5 th year	\$28.33

7 th year	\$28.67
10 th year	\$29.22

Relevant degree qualification includes a social work degree. Other degrees may be considered 'relevant' if they demonstrate competencies in;

- Te ao Māori (such as understanding Māori theories, models and practises)
- Aotearoa specific knowledge of indigenous communities and their health and social issues
- Aotearoa specific understanding of indigenous communities and their socio-economic barriers that affect their health and wellbeing
- Critical analysis and writing skills (such as submission witting)
- All other qualifications may be considered relevant by negotiation

(c) Community Health Workers (without relevant degree qualification), Primary Care Practice Assistant (PCPA), Dental Assistant Per hour

1/1/2021	
1 st year	\$23.36
2 nd year	\$25.01
3 rd year	\$25.78
5 th year	\$26.56
7 th year	\$26.90
10 th year	\$27.43

(d) Interpreters Per Hour

1/1/2021	
1 st year	\$23.19
2 nd year	\$24.80
3 rd year	\$26.47
5 th year	\$28.07
7 th year	\$28.38
10 th year	\$28.92

(e) Social Worker Per Hour

1/1/2021	
1 st year	\$29.60
2 nd year	\$31.26
3 rd year	\$33.45
5 th year	\$36.66
7 th year	\$40.21
10 th year	\$41.02

(f) Primary Health Nurse Per Hour

1/1/2021	
1 st year	\$29.60
2 nd year	\$31.26
3 rd year	\$33.45
5 th year	\$36.66
7 th year	\$40.21
10 th year	\$41.02

New Graduates may be paid at \$26.68\$subject to satisfactory performance, progression to the 1st year rate above after 6 months employment.

(g) Manager Annual Salary

1/1/2021	
1 st year	\$98383
2 nd year	\$102319
3 rd year	\$106255
5 th year	\$110192
7 th year	\$114781
10 th year	\$117077

(h) Te Wana Review Manager Annual Salary

1/1/2021	
1 st year	\$79659
2 nd year	\$82605
3 rd year	\$84340
5 th year	\$85604
7 th year	\$87316
10 th year	\$89063

(i) Cleaners Per Hour

1/1/2021	
1 st year	\$22.75
2 nd year	\$23.07
3 rd year	\$23.40
5 th year	\$23.72
7 th year	\$24.07
10 th year	\$24.54

(j) Mental Health Community Coordinators Per Hour

1/1/2021	
1 st year	\$27.31
2 nd year	\$28.49
3 rd year	\$29.80
5 th year	\$31.05
7 th year	\$31.35
10 th year	\$31.97

(k) Senior Administrator Annual Salary

1/1/2021	
1 st year	\$61809
2 nd year	\$64502
3 rd year	\$67197
5 th year	\$69891
7 th year	\$72596
10 th year	\$73996

(l) Enrolled Nurse Per Hour

1/1/2021	
1 st year	\$23.09
2 nd year	\$24.37
3 rd year	\$26.30
5 th year	\$27.70
7 th year	\$28.95
10 th year	\$29.54

(m) Coordinator Roles

Where a service has a person designated by the employer as a coordinator of other staff they shall be paid an allowance of between \$3,529.81 and \$8230.73 dependant on the skills and responsibilities of the role, with designated coordinators employed in the Pacific Health Services to be paid a set allowance of \$3,529.81.

This allowance shall also be paid to a Mental Health Community Coordinator who is accountable for supervising staff, collating the service's statistical data and preparing and presenting monthly reports to the service's multi-agency steering group.

(n) Appointment and Progression

The determination as to which step on the wage/salary scale a new staff member should be appointed shall be made by the manager after consultation with the interview panel and appropriate peer or team leader group.

If a worker is recruited from another service part to the Agreement and there is no gap in their terminating employment with that service and commencing employment with the new service, they shall be entitled to bring their service for the purpose of wage/salary step and for long service leave entitlement.

8. ALLOWANCES

- (a) Workers may claim an allowance of \$10.00 per occasion where they are expected to clean up vomit or excreta.
- (c) Staff who are required on a regular basis to use an additional skill in language and culture shall receive an additional \$1.00 per hour.
- (c) Reception and Administration staff shall be paid an additional \$1.00 an hour when they are required, in addition to their normal duties, to train new employees. Payment of this allowance shall be limited to a maximum period of six weeks for each new employee.
- (d) Part-time reception and administration staff shall be paid a special allowance of \$10 on each occasion they are called upon to work one hour more than their normal daily hours and are given less than 24 hours notice to do so.
- (e) Those workers who are requested to do written translation work shall be paid an agreed amount per translation.
- (f) When an employee relieves for the Manager for three days or more an allowance shall be payable, which shall be the difference between the current salary of the employee acting in the higher position and the minimum salary the employee would receive if appointed to that position. The allowance shall be paid from the first day the employee acts in the relieving position.

9. PAYMENT OF WAGES/WAGE RECORDS

- (a) Wage Payment - All wages/salaries shall be paid weekly or fortnightly after the end of the pay period and not later than Thursday. Generally wages shall be paid by direct credit. Employees shall be paid forthwith upon discharge.
- (b) Wage information - The employee shall be supplied in writing with the details of the manner in which wages have been calculated. Details shall also include current entitlements to annual leave, sick leave and time in lieu if reasonable and practicable to do so.
- (c) Deductions - The employer shall be entitled to make a rateable deduction from the wage of an employee for absence due to default of the employee or for sickness in excess of paid sick leave entitlement or compensatable accident.

Deductions in accordance with this sub clause relating to a particular pay period may be made from wages relating to the next pay period.

- (d) Time and wages book - Each employer shall keep a time and wages book in which shall be correctly recorded:
 - (i) The name of every worker employed.
 - (ii) The kind of work on which they are employed.
 - (iii) The hours of their employment, including starting and finishing times.

- (iv) The wages paid, the date thereof and the manner of calculation.

10. EXPENSES

- (a) A worker shall be entitled, on production of receipts where applicable, to a refund of actual and reasonable expenses incurred in the course of approved official duties.
- (b) Workers will be reimbursed for approved use of personal vehicles at the rate of 75 cents a kilometre. A working group to review this rate will be established during the term of this Agreement and AA advice will be considered.

Alternative travel or reimbursement arrangements may be agreed between an employer and a worker including paying the worker a set weekly travel payment based on the average weekly mileage travelled by the worker three months prior to the arrangement being made.

Midwives currently have agreed alternative arrangements for travel costs that are reimbursed at a per week rate as set out in schedule two. It is the intention of the parties to meet as soon as possible to consider increasing these rates and varying the collective agreement to confirm that.

- (b) Any worker (other than a cleaner) who would not normally use her/his own vehicle, required to begin or finish work before or after the availability of public transport, will be conveyed from or to her/his home at the employer's expense.

Employees concerned about their safety at any other time may raise the issue of transport assistance with their manager.

- (c) The employer shall pay up to \$50 an item to any worker who repairs or replaces clothing damaged or soiled in the normal course of their employment. Payment will not be made if the damage arose as a result of the worker not wearing protective clothing supplied.
- (d) Practising Certificates

The employer shall meet the cost of the following practicing certificates for any employee whose only income from medical, nursing, midwifery or social work practice is from their employment with an employer party to this Agreement:

NURSES

- the Nurses Practicing Certificate fees
- in recognition of the professional and indemnity insurance components of the NZNO fee, individual services will contribute 50% of the annual NZNO fee upon production of either invoices or receipts
- the levy for the Medical Misadventure Fund as required under the Accident and Rehabilitation and Compensation Insurance Act.

MIDWIVES

- The annual subscription to the College of Midwives.

SOCIAL WORKERS

- The annual membership fee for the Aotearoa New Zealand Association of Social Workers, including the portion of this fee that applies to annual professional indemnity insurance.
- All fees paid to the Social Workers Registration Board for Registration, Annual Practising Certificates and Competence and Recertification assessments.

- (f) Reimbursement shall be pro rata for part time workers unless it is the part-time worker's sole employment.

11. INDIVIDUAL AGREEMENT DETAILS

Each worker will receive:

- (a) A copy of the Collective Agreement.
- (b) A union membership application form and fee deduction form.
- (c) An individual agreement containing:
 - hours of work;
 - actual pay rate;
 - any individual consideration not contained in collective agreement;
 - job description;
 - Service meeting times and procedures;
 - name of person directly responsible to;
 - name of union delegate and union office details.
- (d) A copy of signed Confidentiality statement (refer to clause 14).

12. JOB DESCRIPTION

All workers will be given a specific job description which shall be part of their individual agreement of employment. Any changes deemed necessary to the job description will be decided by mutual agreement between the employer and the worker.

13. ANNUAL REVIEW

- (a) An annual appraisal of the performance of each worker shall be undertaken by staff at the conclusion of each year of service. For new staff the period for appraisal will be after six months of continuous employment.

The aim of the appraisal is to provide an opportunity to the worker for positive communication and professional development. It is not a disciplinary process and shall be conducted in a fair manner.

- (b) The process of appraisal shall consist of a self assessment by the worker, an assessment by a peer chosen by the worker and an assessment and discussion by the management committee/governance board appointee.
- (c) Points to cover include:
 - Assessment of strengths and weaknesses
 - Review of job description
 - In-service training
 - Future developments
- (d) The annual review shall be a confidential matter between the appraisers and the worker except that a broad outline of the appraisal may be given to the Management Committee/Governance Board.

14. PERSONAL STATEMENTS/CONFIDENTIALITY

- (a) The worker shall not at any time or for any reason, whether during the term of this agreement or after its termination, use or disclose to any person any confidential information relating to the affairs, clients, or trade secrets of the employer except so far as may be reasonably necessary to enable the worker to fulfil their obligations under this agreement. This clause shall not apply to information which has entered the public domain otherwise than as a result of a breach of this clause by the employee.

All workers will sign an agreement of confidentiality before commencing employment. Medical records are confidential to the staff. No other party will have access to the records without the patient's and her/his doctor's consent. This does not deny the role of health workers to defend themselves regarding their professional standing or their role of patient advocate which may involve raising patient details.

Statements and responses to media in the name of the organisation may be made only with prior approval of the Governance Body and/or Manager and in accordance with the organisations media/public relations policy

All statements to the press/media in the name of the health service must conform to the beliefs and aims of the service and staff are responsible to management for their statements.

Prior approval must also be obtained before any staff members may speak on behalf of the Service at any public/professional forum.

15. PUBLIC HOLIDAYS

- (a) The following shall be observed as holidays without deduction from pay: Christmas Day, Boxing Day, New Year's Day and the day following, Good Friday, Easter Monday, ANZAC Day, Sovereign's Birthday, Labour Day, Anniversary Day (or the day observed in the locality in lieu thereof) and Waitangi Day.

- (b) Public holidays shall be taken and paid in accordance with the Holidays Act.
- (c) Should Christmas Day, Boxing Day, New Year's Day, the day following, Waitangi Day and ANZAC Day fall on a Saturday or Sunday and the day would otherwise be a working day for the employee, the public holiday shall be treated as falling on that day.

Should Christmas Day, Boxing Day, New Year's Day, the day following, Waitangi Day and ANZAC Day fall on a Saturday or Sunday and the day would not otherwise be a working day for the employee, the public holiday shall be treated as falling on the following Monday and/or Tuesday (in the case of two of these days falling on the one weekend).

This does not entitle an employee to more than 4 public holidays for those days listed in this sub-clause.

- (d) Should any of the holidays specified in subclause (a) of this clause occur during the currency of the employee's annual holiday, then such annual holiday shall be extended by one day for every such holiday and the employee shall be paid for every such day.
- (e) Any employee who works on a public holiday, in addition to being paid 150% of their relevant daily pay for the hours worked, shall providing it would otherwise be a normal working day for the employee, receive an alternative holiday to be taken at a later date.

16. ANNUAL HOLIDAYS

- (a) All workers shall be entitled to four weeks annual leave after each period of 12 months continuous employment with the employer, to be provided and paid in accordance with the Holidays Act 2003. The parties to this collective agreement agree that the taking of a minimum of 4 weeks paid annual leave per 12 months of employment is essential for the rest and recreation needs of all employees. Therefore the employer will not promote or accept requests from employees to pay out any of the 4 week annual leave yearly entitlement except where the employee establishes that exceptional circumstances require them to make such request.
- (b) Except that:
 - (i) Midwives annual leave shall be a minimum of 8 weeks per year inclusive of time in lieu; and
 - (ii) Managers shall be eligible for a minimum of 5 weeks annual leave per year.
- (c) The parties agree that workers who are paid by direct credit to their bank account shall be paid for their annual holidays in the pay that relates to the period during which the holiday is taken. Where workers are paid other than by direct credit, annual holiday pay shall be paid before the holiday starts.
- (d) Each worker is expected to take their annual leave entitlement by the due date and shall not carry over more than two weeks entitlement into the next year without mutual agreement with their employer. (i.e. leave earned in one year

is to be taken no later than the end of the following year unless agreement has been reached to carry over the leave as outlined above).

- (e) Annual leave may be taken in advance by agreement with the employer and will be available to employees in their first 12 months of service. Such agreement shall not be unreasonably withheld. The parties agree that any such holiday pay paid in advance may be deducted from a worker's final pay if she/he leaves the service before the leave has lawfully been accrued.
- (f) Study leave and annual leave shall be taken at times mutually agreed between the worker and the employer. The worker is required to give reasonable notice of any application of leave. In the event that the parties are unable to reach agreement as to the timing of annual leave, the employer may require the employee to take annual leave by giving 28 days written notice.
- (g) At the beginning of any twelve month period an employee may elect to take a 2% salary reduction in return for an additional weeks leave on full pay at the end of that twelve month period.
- (h) Employers will provide written receipt of request for annual leave immediately if practicable.

17. LONG SERVICE LEAVE

- (a) All workers shall be entitled to an additional weeks paid leave or salary in lieu on the completion of the fourth and each subsequent year of continuous service.
 - (i) Workers shall be entitled to an additional one-off weeks leave or salary in lieu on the completion of ten years service and a further one-off period of two weeks or salary in lieu on the completion of twenty years service.
 - (ii) All workers shall be entitled to an additional weeks paid leave or salary in lieu on the completion of the fifteenth and each subsequent year of continuous service.
- (c) Payment for this leave or salary in lieu shall be limited to the employees basic salary or wages from their normal weekly hours.

18. TANGIHANGA/BREAVEMENT LEAVE

Up to five working days paid leave (inclusive of the Holidays Act entitlement) per bereavement is available on the death of a family member or close friend. This will be arranged through the relevant manager.

This clause will be applied in a way that recognises cultural differences and circumstances, in a sensitive manner. Entitlement for Tangihanga leave for temporary workers shall be pro-rata, except where this may give them less than their entitlement under the Holidays Act 2003.

Where a period of Tangihanga leave falls during annual leave the period of the annual leave be credited as Tangihanga leave.

Unveilings are included in Tangihana leave.

19. PARENTAL LEAVE

- (a) Provisions of the Parental Leave and Employment Protection Act shall be extended to all workers.
- (b) A worker who takes parental leave in accordance with this clause shall be entitled to receive payment for the first five weeks of such leave provided such payment is at the rate of the workers ordinary earnings for the month preceding the start of the leave period.
- (c) Employees shall be entitled, by agreement with their manager, to take reasonable time off work to attend ante natal appointments to do with their pregnancy providing the timing is agreed with the manager in advance and it is not for more than two hours for any single appointment.

20. JURY SERVICE LEAVE

An employee required for Jury Service during working hours will be paid provided any juror's fees paid are forwarded to the employer.

21. SPECIAL or EXTENDED LEAVE

- (a) Special or extended leave may be granted by the manager in exceptional circumstances and in response to demonstrated special need which falls outside of other leave categories or entitlements. Such leave may be paid or unpaid as agreed, and the reasons for its approval will be clearly documented in personnel/payroll records
- (b) After 5 years continuous service with the employer a worker shall be entitled, upon application, to up to 12 months unpaid leave with guaranteed right of return to their previous position. The timing of the unpaid leave shall be determined by mutual agreement between the employer and the worker taking into account the need of the service, including staffing levels.

22. STUDY LEAVE/TRAINING

Workers are encouraged to be fully informed and practiced in developments within their profession or occupation.

- (a) Each service shall budget for study leave and training in each financial year. This budget shall be set in consultation with staff and reasonably reflect the costs of study, including the costs of mandatory professional requirements.

- (b) Staff will be encouraged to take their full entitlement of 10 days paid study leave each year. Study leave may accumulate to 30 days. Extended leave, whether paid or unpaid, for the purpose of study may be granted at the discretion of the employer.
- (c) Workers who undertake approved study outside their normal working hours will be granted time in lieu on an hour for hour basis against this entitlement. Payment of hourly rate instead of time in lieu may be agreed by both parties.
- (d) The services accept the reasonable cost requirements of approved study that meet the mandatory requirements of professional registration.
- (e) Nurses may use study leave to complete the Professional Development and Recognition Programme (PDRP). Should their allocation of study leave have been exhausted they may reach agreement with their manager to extend their study leave for this purpose.
- (f) Workers who reach the following PDRP levels shall receive a pro-rated allowance as long as the employee maintains that level of practice. All levels of practice allowances shall be added to the relevant base rate of pay.

The rates of these allowances are as follows:

- RN Proficient \$1200 per annum
 - RN Expert/RM Leadership \$2200 per annum
- (g) All staff will receive initial training to familiarise themselves with their functions and responsibilities.

23. PROFESSIONAL SUPERVISION

The parties recognise the importance to the service and staff development of encouraging and making budgetary annual provision for professional supervision of staff.

24. SICK/DOMESTIC LEAVE

- a) Ten days paid leave per year is available from the commencement of employment and may be accumulated up to 80 days. Sick leave may be used for sickness or injury, or where a worker is needed to care for a sick family member or close friend. Additional paid time off shall occur for cervical screening and/or mammography. An additional day sick leave shall lift this to 11 days effective 24th July 2021.
- b) A medical certificate will normally be required for sick leave of 3 days or more. A certificate may be required in other circumstances. This requirement will not be exercised unreasonably.
- c) Where an employee has suffered an accident and is subject to a stand down period or whose earnings related compensation doesn't equate to 100% of

wages/salary they may use outstanding sick leave entitlement to bring their earnings up to that level.

- d) Extra paid sick/domestic leave may be granted at the discretion of the Manager. Special consideration will be given where an infectious disease is contracted at work which involves isolation from work or inability to work not covered by ACC leave. Consent shall not be unreasonably withheld.
- (e) Where a worker falls sick during a period of annual leave the period of the illness may be debited against sick leave and their annual leave entitlement will be correspondingly increased.

25. NOTICE

- (a) Temporary workers - one weeks notice of termination shall be given by either the worker or the employer.
- (b) For all other workers – One months notice of termination shall be given by all other workers or the employer except managers where three months notice shall be given by either party. This shall not prevent agreement by the parties to a shorter period of notice.
- (c) Upon termination of employment the Employer shall furnish a signed letter setting out the nature and period of the worker's employment.

26. REDUNDANCY AND RESTRUCTURING

- (a) The parties recognise the serious consequences of loss of employment. The employers undertake to engage in full and early consultation with affected workers before any restructuring takes place. The purpose of this consultation is to explore alternatives and minimise the adverse affects, if any, on workers.

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

The requirement for consultation should not be treated perfunctorily or as a mere formality. The person(s) to be consulted must be given sufficient opportunity to express their view or to point to difficulties or problems.

If changes are proposed and such changes need to be preceded by consultation, the changes must not be made until after the necessary consultation has taken place. Both parties should keep open minds during consultation and be ready to change. Sufficiently precise information must be given to enable the person(s) being consulted to state a view, together with a reasonable opportunity to do so – either orally or in writing.

Consultation requires neither agreement nor consensus, but the parties accept that consensus in a desirable outcome.

The consultation process will give employees affected, or likely to be affected, by any significant change to staffing, structures or work practices and the union delegates, the opportunity to put forward their views on any proposals or options developed for change prior to any final decision being made.

The process shall be as follows:

- (i) 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.
 - (ii) Sufficient information must be provided by the employer to enable the party/parties consulted to develop an informed response
 - (iii) Sufficient time must be allowed for the consulted party/parties to assess the information and make such a response, subject to the overall time constraints within which the decision needs to be made
 - (iv) Genuine consideration must be given by the employer to the matters raised in the response
 - (v) The final decision shall be the responsibility of the employer
- (b) The employers shall provide the employee and the relevant Union with not less than three months notice of any impending redundancy and every endeavour shall be made to enable mutually agreed redeployment.
- (c) The employee shall be entitled to reasonable paid time off to attend interviews and seek alternative employment without loss of pay.
- (d) The employee made redundant shall be provided with a certificate of service stating that employment was terminated as a result of redundancy.
- (e) The employee made redundant shall be entitled to receive the following compensation payments calculated according to her/his length of service based on the following scale, subject to clause 27 below:
- First year of service - 8 weeks pay based on her/his average earnings in the last 12 months
 - For each subsequent year of service or part thereof - 2 weeks pay based on her/his average earnings in the last 12 months.
 - Redundancy will be capped at 6 months for all employees employed subsequent to date of ratification of this agreement.
- (f) If a future employment position with the employer becomes available during the 24 month period immediately following a worker’s redundancy which is substantially similar to the position that the worker held prior to his or her redundancy that worker shall have the first option for reemployment to that position.

The parties recognise that in the event of total closure of a service there will be financial constraints and difficulties on the employers but in that situation reasonable endeavours shall be made to meet the above. Transfer of Ownership shall be dealt with under Clause 27 of this Agreement.

27. TRANSFER OF OWNERSHIP

Where employment is being terminated by reason of the sale or transfer of the whole or part of the employer's business, nothing in this agreement shall require the employer to pay compensation for redundancy if:

- (a) The person acquiring the business or the part being sold or transferred:
 - (i) has offered employment in the business or the part being sold or transferred; and
 - (ii) has agreed to treat service with the employer as if it were service with that person; and
 - (iii) as if it were continuous; and
- (b) The conditions of employment offered by the person acquiring the business or part of the business being sold or transferred are no less favourable than conditions of employment including:
 - (i) any service related conditions; and
 - (ii) any conditions relating to redundancy; and
 - (iii) any conditions relating to superannuation under the employment being terminated; and
- (c) The offer of employment by the person acquiring the business or part of the business being sold or transferred is an offer to employ in the business or part of the business either:
 - (i) in the same or similar capacity as that in which the employee was employed by the employer or
 - (ii) in any capacity that you are willing to accept.

Where the person acquiring the business does not offer employment on the basis of (a), (b) and (c) above employees will have full access to the staff surplus provisions.

Note: In the event of transfer of the whole or part of a business the provisions of subpart 1 of Part 6A of the Employment Relations Act will apply in relation to cleaners.

28. EMPLOYMENT PROTECTION PROVISION

- (a) If an employer proposes to restructure (as defined in section 69OI of the Employment Relations Act), and the proposal may result in a worker's work being performed for a new employer, the employer will as soon as is reasonably practicable, taking into account the commercial and confidentiality requirements of the business:

- (i) endeavour to arrange a meeting or meetings (if required) with the new employer before the business is transferred to the new employer. In attendance at the meeting(s) will be the employer's representatives and representatives of the new employer.
 - (ii) advise the worker of such meeting(s), the intended agendas and the attendees before any meeting with the new employer.
- (b) The purpose of the meeting(s) will be to discuss and negotiate with the new employer as to whether the worker may:
- (i) transfer to the new employer on the terms and conditions of employment set out in this agreement; or
 - (ii) transfer to the new employer on different terms and conditions of employment; or
 - (iii) not transfer to the new employer.
- (c) The Employer will meet with the worker and the worker's representative after the meeting(s) with the new employer to:
- (i) convey the outcome of the negotiation and decision outlined in above; and
 - (ii) outline the worker's entitlements (if any) if the worker does not transfer to the new employer.
- (d) For employees whose work is covered by Schedule 1A of the Employment Relations Act 2000 (e.g. cleaners) their employee protection provisions are set out in subpart 1 of Part 6A of the Employment Relations Act.

29. PROCEDURES FOR SETTLEMENT OF PERSONAL GRIEVANCES AND DISPUTES

- (a) This clause shall be available to all members of unions party to this agreement from the commencement of employment
- All employees shall be entitled to raise a personal grievance claim of unjustified dismissal regardless of whether or not an employee has been employed for more than 90 days
 - Should it be found that there has been an unjustified dismissal reinstatement shall be a remedy
- (b) The procedures for settling any personal grievance or dispute on the interpretation, application or operation of this Agreement shall be those procedures contained in Parts 9 and 10 of the Employment Relations Act 2000.

(c) RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

Definitions:

Employment Relationship Problem includes a personal grievance, a dispute, and any other problem relating to or arising out of an employment

relationship, but does not include any problem with the fixing of new terms and conditions of employment.

Personal Grievance means a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union or employees' organisation.

Dispute means a dispute about the interpretation, application or operation of an employment agreement.

(d) RAISING A PERSONAL GRIEVANCE OR OTHER PROBLEM

If the employee considers he/she has a **personal grievance** the employee must raise the grievance, dispute or problem with the employer by making the employer aware of the personal grievance that the employee wants to have addressed.

The employee must raise the **personal grievance** within 90 days after the action complained of, or the date the employee became aware of it, unless there are exceptional circumstances.

For any other **employment relationship problem**, the employee should advise the employer of the existence and nature of the problem, as soon as practicable and that the employee wants something done about it.

(e) PROCEDURE – ALL EMPLOYMENT RELATIONSHIP PROBLEMS (INCLUDING PERSONAL GRIEVANCE)

If the employment relationship problem cannot be resolved by discussion between the employer and employee, then either party may request assistance from the Department of Labour who may provide mediation services.

If the problem is not resolved by mediation, the employee may apply to the Employment Relations Authority for investigation and resolution.

30. SEXUAL HARASSMENT

- (a) The parties to this agreement agree that sexual harassment is totally unacceptable and shall be dealt with under the Personal Grievance procedure of the Employment Relations Act 2000, or the Human Rights Commission Act 1977.
- (b) Sexual harassment includes the bringing of pornographic material onto the premises. Workers are encouraged to report any instance of sexual harassment to management who will investigate promptly and endeavour to settle the matter rapidly.

31. UNION RIGHTS

- (a) The employer acknowledges and encourages the right of workers to be members of and represented by a bona fide trade union and will recognise and deal with representatives chosen by the workers.

(b) **Union fees**

The employer will deduct union fees from the wages of members of the unions party to this Agreement (including during periods of time off work on paid leave) when authorised in writing by members and shall remit such monies to the union at agreed intervals that shall be no greater than monthly.

The monies will be paid by direct credit to the union's bank account, with an identifying reference. The employer shall simultaneously forward to the union via e-mail where possible or by post a schedule detailing the name (and address if possible) of the employee, value of deduction, the employees payroll number, the date of termination of any employee who has left, and details of the period covered by the remittance.

(c) **Stop-work Meetings**

A worker may attend union stop-work meetings on pay for four hours in each calendar year subject to the following provisions:

- (i) At least two weeks notice of the intention to hold such a meeting shall be communicated by the secretary or authorised officer of the Union in writing to the employer;
 - i) Absence for attendance at such meetings shall not exceed two hours on each occasion;
 - (iii) Employers shall be entitled to make a rateable deduction from weekly wages for all time lost in excess of two hours in attending the two specified stop-work meetings.
- (d) Authorised union representatives shall be entitled to enter the workplace at reasonable times, in a reasonable way and in compliance with health and safety requirements, for purposes related to the employment of its members and /or the union's business.

When union representatives want to enter the workplace they will advise the manager in advance of that visit.

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

- (e) Workers' delegates shall be entitled to up to 4 days paid leave per year to attend training courses run by the union, provided the union gives 3 weeks' notice to the employer. This leave is inclusive of that allowed under the Employment Relations Act 2000.

(f) **Staff Lists**

Upon request from the relevant union at not more than three-monthly intervals, the employers shall supply a list of employees' names, job titles, and home addresses of those employees who are covered by this agreement or who have agreed that this information may be provided.

(g) **Union Delegates**

Union delegates shall be recognised following notification of their election in writing from the respective union. Union delegates shall be allowed reasonable time during working hours to carry out their role which may include off-site meetings with other delegates or union organisers by agreement with the employer.

(h) **Renewal of the Agreement**

An agreed number of delegates shall be allowed leave on full pay to attend the negotiations for the renewal of this Agreement.

32. STAFF COMMUNICATION

- (a) Good communications between all workers is essential for the smooth, efficient running of each Service.
- (b) All workers are expected to attend regular staff meetings as organised by each service within ordinary working hours.
- (c) Workers can expect to have the opportunity to participate in meetings and have their opinions recognised.
- (d) Each worker is required to recognise the value of the work of others and their combined contribution to the service.
- (e) All workers can expect to be regarded as equals and are required to afford the same courtesy to others.

33. EMPLOYER UNDERTAKINGS

- (a) The employer shall at all times treat the workers with fairness and consideration, and make every effort to maintain a safe, healthy and pleasant workplace.
- (b) The employer shall make every effort to resolve amicably any disputes or any issues raised by or with the workers.
- (c) Recruitment, terms of employment, conditions of work, fringe benefits and opportunities for training and promotion shall be undertaken or offered without preference being given on the basis of sex, age, marital status, disability, religious or ethical belief, sexual orientation, colour, race or ethnic or national origin.
- (d) No worker who is performing her/his duties satisfactorily shall be required to cease employment by reason merely of her/his age.

34. HEALTH AND SAFETY

- (a) The parties shall take reasonable steps to ensure adequate health and safety in the workplace as specified in the Health and Safety in Employment Act 1992. All services party to this Agreement shall have a Health and Safety

Employee Participation Agreement signed off with the Unions party to this Agreement which shall provide for the at least one elected health and safety delegate per service (see Schedule 2).

(b) **Protective Clothing**

Protective clothing shall be available to all workers on request. This shall include but not be limited to an apron, rubber gloves, masks or goggles, umbrella or raincoat. Cleaners shall be provided with rubber gloves.

(c) **Vaccinations**

Any appropriate vaccinations including against Hepatitis B and seasonal influenza shall be provided free upon request.

(d) All staff will be offered appropriate screening for TB

(e) **VDU Test**

Staff who regularly work with VDUs will receive on request to the manager an eye test undertaken annually at no cost to them by an optometrist.

(f) **Security**

All employment premises shall be safe and secure, and all reasonable safety precautions including training shall be undertaken by the service to ensure the safety of staff while working on or off the premises

(g) The employer will ensure that staff injured while travelling during their employment will be covered for medical treatment and loss of earnings as if it was a normal workplace accident.

35. HEALTHY WORKPLACES

The parties to this collective agreement agree that all employees should have a healthy workplace. The parties support a workplace culture with a collective responsibility for ensuring an appropriate balance between safe quality care, a safe quality work environment, patient or client access, and business sustainability.

36. PAY EQUITY OUTCOMES

NZNO and the employer parties to this MECA agree to meet by 31 March 2020 to discuss the DHB/NZNO/PSA/MERAS pay equity outcomes with the view of informing the next MECA wage scales for nurses. This would include discussion on Nurse Practitioner and Designated RN Prescriber roles

37. RIGHTS OF CLINICAL PRACTICE, CONFLICT OF INTEREST AND RESTRAINT OF TRADE

a) The employer recognises the right of employees to engage in other clinical practice but not in such a way that would give rise to a conflict of interest.

- b) Employees exercising this right shall not knowingly allow it to affect adversely the performance of their contractual obligations with the employer.
- c) Employees shall advise the employer of either their intention to commence, or that they are already undertaking, other clinical practice elsewhere
- d) The parties accept that in the absence of their reaching an agreement in respect of any possible conflict of interest, legal remedies are available to them, including the option of termination of employment.
- e) Midwives shall not, without the prior approval of the employer, during the term of this agreement or for 9 months after termination of employment provide midwifery care to a client of the employer.

38. TERM OF THE AGREEMENT

This Agreement shall take effect on 1 January 2019 and shall continue until 31 December 2020.

MEMORANDA

Living Wage Commitment

The parties to this Agreement support the principle of a Living Wage, which is the income necessary to provide workers and their families with the basic necessities of life and enable them to live with dignity and participate as active citizens in New Zealand society.

The parties will work together during the term of this Agreement to support the Living Wage Campaign.

Reception, Administration and CHW Pathway

The parties to this Agreement agree that developing a pathway for receptionists, administrators and community health workers will be a major priority for the next negotiations.

The parties agree to establish a working group to develop reception/admin/senior admin pathway. Parties agree to meet two months following ratification of collective.

Manager Salary Bands

A working party will be formed during the term of the Agreement to look at benchmarking the salary bands for managers in the collective agreement relevant to similar organisations. The first meeting will take place six months from ratification with the number of participants to be mutually agreed.

SCHEDULE 1: MIDWIVES

In addition to the conditions outlined in the agreement, the following conditions shall also apply for midwives in the respective services:

Porirua Union and Community Health Service

1. Salary: as per salary scale for a full-time staff member, pro rata for a part-time staff member.
2. Caseload: For a full-time staff member, the expectations is the midwife will have responsibility each year for between 45 and 50 women enrolled in the maternity capitation programme. Part-time staff case loads will be pro rata, based on the full-time case load expectations.
3. Mileage: Midwives will be provided with the use of a car for the carrying out of their work responsibilities. Where a car is not available they will be paid mileage in accordance with clause 10 (b)
4. Care must be available to women 24 hours a day, seven days a week. The midwives arrange equitable and safe coverage between themselves.
5. Leave entitlement: Four weeks annual leave plus a further four weeks special leave in recognition of being on call over public holidays for a full-time staff member. (Pro-rata for part-time staff or where a midwife is not required to be on call).
6. Study Leave: ten days per annum (pro rata)
7. PUCHS will pay for practising certificate, indemnity fee, mobile phone, pager and toll calls. (On a pro-rata basis for part-time staff.)
8. For periods of sick, annual and other leave, the other midwives will generally provide cover but PUCHS will have provision of a locum midwife as necessary.

SCHEDULE 2 – EMPLOYEE HEALTH AND SAFETY REPRESENTATIVES

This agreement is intended to give guidance to the implementation of clause 34(a) of the Wellington Primary Healthcare Collective Employment Agreement.

Election of Employee Health and Safety Representatives

Election of employee health and safety representatives will be held by the employees in each workplace at the time of ratifying the Collective Agreement. When the position of health and safety representative becomes vacant another election shall be held.

Health and Safety Representative Training

Each elected H&S representative will be required to attend an ACC/CTU Stage 1 Health and Safety workshop. If there is no CTU workshop available then the training will be carried out in a workshop agreed to between the representative and their manager. The training will take place within 6 months of the election of the reps.

Each elected health and safety representative is entitled to two days paid leave per year to attend a training course (section 19G of the HSE Act). At least 14 days notice must be given to the employer of the leave required to attend the training, and taking the leave should not be unduly disruptive to the employer's business.

Role and functions of Health and Safety Representative

- (a) To foster positive health and safety management practices and relationships in the place of work.
- (b) Promote a safety culture in the workplace – lead by example by running wellness initiatives and injury prevention initiatives.
- (c) To promote and represent those employees who have been harmed at work, including arrangements for rehabilitation and return to work.
- (d) Provide a voice for employee's concerns on health and safety matters and encourage and support the reporting of incidents.
- (e) To identify and bring to the employer's attention hazards in the place of work and discuss with the employer ways that the hazards may be dealt with.
- (f) Support the elimination of unsafe work practices.
- (g) Take part in any health and safety committee meetings (where they exist) and report back to employees.

Health and Safety reps are to be advised of any health and safety related issue, initiative or concern amongst the workers that they represent.

Health and safety representatives are to be advised of any inspection, visit or audit undertaken in relation to health and safety, and given an opportunity to meet with the person undertaking the inspection, visit or audit.

The manager will actively support the health and safety rep including ensuring s/he has sufficient time and resources to undertake the role effectively.

SIGNATORY PARTIES

DATE 16/08/2021

Newtown Union Health Service Incorporated by its duly authorised representative	
Porirua Union and Community Health Service Incorporated by its duly authorised representative	
Hutt Union and Community Health Service Incorporated by its duly authorised representative	
Pacific Health Service Hutt Valley Incorporated by its duly authorised representative	
Wainuiomata Kokiri Union Health Service Incorporated by its duly authorised representative	

UNION PARTIES

DATE

N.Z. Nurses Organisation	
E TŪ INCORPORATED	