



**WHITE CROSS
HEALTHCARE LTD**

Nurses Collective Employment Agreement

Negotiated between:

White Cross Healthcare

and

NZ Nurses Organisation (NZNO)

1 July 2018 – 30 June 2020

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1 NATURE AND COVERAGE OF THE AGREEMENT

- 1.1 This Agreement (hereinafter referred to as a “CA”) is made pursuant to the Employment Relations Act 2000 and covers employees employed in nursing positions as described in the definition clause (3) and who are members of the New Zealand Nurses Organisation (hereinafter referred to as “Employees” or “Employee”).
- 1.2 The terms and conditions in this Agreement are a minimum. Better terms and conditions for Employees may be provided for in a separate schedule.
- 1.3 All Employees will have a separate Letter of Engagement (LOE) that will run concurrently with this Collective Agreement, specifying their wage rate, hours of work, and preferred shifts/availability as agreed during the recruitment process.
- 1.4 All Employees employed prior to the commencement date of this Collective Agreement will not have their incomes reduced by the coming into force of the Agreement.

2 THE PARTIES

2.1 The parties to this CA will be:

- 2.1.1 White Cross Healthcare and
- 2.1.2 The New Zealand Nurses Organisation Incorporated (“NZNO”)

2.2 New Employees

- 2.2.1 New Employees whose employment is covered by the coverage clause of this agreement will be offered the terms and condition of the collective agreement for the first 30 days of their employment; they shall be informed by the Employer that this agreement exists and covers the work to be done by the employee and shall be given a copy of this agreement.

The Employer shall offer the new employee if not a current union member in writing the opportunity to become a member of the New Zealand Nurses Organisation and provide information as to how to contact NZNO. The new Employee will, from the date of becoming a union member, be entitled to all the benefits under this agreement.

- 2.2.2 Existing Employees who are covered by the coverage clause of this Agreement who become NZNO members during the term of the Agreement, shall advise the employer of their NZNO membership. The Employee can advise the Employer of their intention to transfer to the Collective Agreement, and from date of notification, therefore be bound by all the benefits and obligations relating to employees under this Agreement

- 2.2.3 Further to this, the provisions of section 62 of the Employment Relations Act 2000 will apply.

2.3 Subsequent Parties

- 2.3.1 NZNO and the Employer may agree to any other employer becoming a party to this Agreement. The name of each subsequent employer party will be recorded on the First Schedule, with the date from which that employer became a party.

3 DEFINITIONS

- 3.1 **“Registered Nurse”** is a nurse within the scope of practice of “Registered Nurse” as described by the Nursing Council of New Zealand pursuant to Section 11 of the Health Practitioners Competence Assurance Act 2003. They will also be required to meet all statutory obligations which includes, but is not limited to, the Vulnerable Children Act 2014.
- 3.2 **“Charge Nurse (Nurse Leader)”** is a registered nurse who is appointed to a Charge Nurse (Nurse Leader) position and undertakes duties as outlined in the Charge Nurse (Nurse Leader) position description.
- 3.3 **“Casual”** means a nurse who has no set hours or days to work and comes in as required. Casual nurses will not be engaged on a regular and sustained basis where it is reasonably practical to meet the requirements with full time or part time Employees. Each engagement of a casual employee stands as a distinct and separate period of engagement.
- 3.4 **“Permanent”** means employed in a permanent position either full-time or part-time
- 3.4.1 A **“Full-time”** Employee is one whose normal hours of work are 70 or more hours per fortnight.
- 3.4.2 A **“Part-time”** Employee is one whose normal hours of work are less than 70 hours per fortnight.
- 3.5 **“Week”** will mean the seven days from midnight Sunday to the following Sunday, or in the case of night shift nurses the seven days from 7am Monday to the following 7am Monday.
- 3.6 **“Rostered Shift”** means a minimum rostered period of time worked, but not less than four hours. Three hour rostered shifts may only be worked with the agreement of the Nurse.
- 3.7 **“Ad hoc shift”** – in exceptional circumstances, periods of less than 4 hours may be worked by mutual agreement to cover unexpected short gaps in the roster or to cover meeting attendance.
- 3.8 **“Nursing hours”** means the amount of time (usually stated in hours per week) spent in undertaking nursing duties.
- 3.9 **“Annual Practising Certificate (APC)”** means the certificate issued pursuant to the Health Practitioners Competence Assurance Act 2003
- 3.10 **“Continuous Service”** means service that is unbroken except for periods of approved leave and includes service as a Westcare, Baycare Community Services or Southern Cross employee at any worksite. For purposes of calculating annual, long service and sick leave entitlements only, previous continuous service with UMS Limited at 2163 Great North Road and 1956 Great North Road, with Baycare Community Services at 188 St Heliers Road and with Southern Cross at 64 Anzac Street and 122 Remuera Road will be recognised.
- 3.11 A **“Normal Day of Work”** is a rostered day of work, where a permanent employee would otherwise have an obligation to work. This does not include covering the shift for another employee on what is their normal rostered day, unless the permanent employee has been on the roster for at least 4 weeks. This does not apply to casual staff.
- 3.12 A **“Current Roster”** will mean the roster that applies at the time in question, prepared in accordance with the Roster Guidelines reviewed at least 3 yearly between the Employer and the NZNO at the Joint Consultative Committee (JCC) meetings.

4 APPLICATION OF THIS AGREEMENT

- 4.1 This Agreement will apply to the Employer's clinics listed in the First Schedule and to all Employees employed in these establishments/operations, as defined in Clauses 2 and 3 of this Agreement, excluding current employees who choose to remain on their current existing agreements.

5 VARIATION OF AGREEMENT

- 5.1 This Agreement may be altered by agreement in writing between the parties during its term. Should any matter arise which is not dealt with, or is dealt with in only the most general terms, the parties to this Agreement will commence negotiations to provide for any such matter. The negotiations will be conducted in good faith by all parties to provide for a variation of all or any of the provisions of this Agreement so as to provide for the matter which arises which is not dealt with by this Agreement or is dealt with in only general terms.

6 90-DAY TRIAL PERIOD

- 6.1 A new employee may be employed on a trial period in accordance with section 67(a) of the Employment Relations Act 2000. Any trial period requires agreement between the new employee and employer. Where a trial period is proposed it shall be specified in the employee's letter of offer, which letter shall also advise the employee of the right to seek independent advice about the implications of this provision prior to agreeing to this trial period.

7 INTENT OF AGREEMENT

- 7.1 During the term of this Agreement the Employees undertake to exercise their best endeavours to serve and promote the interest of the Employer.
- 7.2 The Employees will perform professionally, honestly and diligently to the best of their abilities, the duties and responsibilities set out in the applicable Job Descriptions.
- 7.3 The Employees will perform their duties in full compliance with the Employer's laid-down policies and procedures as communicated to the Employees from time to time; provided that, where appropriate, the Employer will hold consultations with the Employees regarding certain policies and procedures that may affect the Employees' working conditions.
- 7.4 The Employer will conscientiously fulfil the role of Employer and in particular provide administrative support, training and suitable resource material to the Employees.
- 7.5 Both parties are committed to collectively developing an environment of innovation and continuous improvement to achieve mutually agreed goals that

recognise operational requirements and work/life balance.

8 HOURS OF WORK

- 8.1 The nursing hours and shifts allotted to all Employees employed before 1st November 2005 will be by mutual agreement between the Employer and the Employee.
- 8.2 The nursing hours allotted to all Employees employed after 1st November 2005 will be by mutual agreement between the Employer and the Employee. Where practicable, individual preferences and circumstances will be incorporated in the allotment of shifts.
- 8.3 The nursing shifts allotted to an Employee will be spread throughout the 24 hour period, Monday to Sunday, in accordance with the current roster. If operational requirements identify a need for a change in shift patterns at a clinic, then consultation with employees will occur.
- 8.4 Rosters will be notified at least one month prior to the commencement of the roster. Rosters will show duties for a minimum of four weeks. Once posted rosters will not be changed without the Agreement of the Employee concerned and the Charge Nurse (Nurse Leader) .
- 8.5 Positions that become vacant will be advertised internally and notified to staff.
- 8.6 Where the Employer seeks a change to contracted hours of work and no mutual agreement can be reached, the parties will consult and every endeavour will be made to enable a mutually agreeable redeployment.
- 8.7 In the case of one or both parties failing to consult in good faith over the matter refer to Schedule Two, Clause 4.
- 8.8 Where both parties cannot agree, following consultation over changes to hours, the redeployment and redundancy provisions of Clause 33 apply.

8.9 Charge Nurse (Nurse Leader) Hours

- 8.9.1 Where a Charge Nurse (Nurse Leader) opts to work on a weekend, outside of normal rostered hours outside of base clinic, s/he will be paid at the appropriate RN rate plus penals;
- 8.9.2 When a Charge Nurse (Nurse Leader) within their base clinic works rostered shifts including weekends as part of their agreed work pattern or in exceptional circumstances to cover operational requirements, the Charge Nurse (Nurse Leader) will be remunerated at their relevant daily rate plus penals.

8.10 Meal Break

- 8.10.1 After working five and a half hours continuously in any day's work, the Employee will be entitled to an unpaid half hour meal break;
- 8.10.2 Where an Employee is rostered to work a six hour shift, no unpaid meal break will be required to be taken;
- 8.10.3 Where an Employee is unable to be released from duties due to operational requirements the nurse will receive a paid meal break. This includes having to remain on site due to the nurse being a preceptor and for a rostered night shift. In exceptional circumstances an Employee may be required to work 10 or more continuous hours without a meal break. Should this happen the nurse will be paid as in clause 8.10.3.

8.11 Tea Rest/Break

- 8.11.1 A rest break of ten minutes duration will be allowed to each Employee

within each four hours of duty within the Employer's time and without deduction from wages, and the Employer will provide hot water, tea, coffee, sugar and milk. Employees working a six hour shift will be allowed one 15 minute paid tea break.

8.12 Minimum Break

8.12.1 An Employee is entitled to a minimum break of 10 hours off duty between shifts, regardless of whether or not such shifts are worked for the same Employer; provided that a break of less than 10 hours may be taken by mutual agreement between the Employer and the Employee.

8.13 Days Off

8.13.1 Every employee shall have two periods of at least 24 hours off duty each week, and except in the case of emergencies or by mutual agreement, these shall be consecutive. Note: These off duty periods may fall separately no more than once every four weeks for the following reasons:

- at the request of the employee, or
- to facilitate rostering

8.13.2 Except in an emergency, no employee shall work more than seven consecutive duties/shifts.

8.14 Rostering

8.14.1 The employer supports healthy and safe nursing rosters that are based on clinic needs reflecting patient volumes and level of acuity, patient flows, nursing workload and appropriate skill mix:

8.14.2 Where "10-hour" shifts are being worked, no more than four consecutive 10 hour shifts may be rostered except five may be worked on the request of the Employee.

8.14.3 No Employee will be required to work more than three consecutive night duties, except by mutual agreement between the Nurse Leader and Employee.

8.14.4 No Employee shall be required to work more than seven consecutive shifts.

8.14.5 On request by the Employee, with agreement from the Employer, 11 hour shifts may be rostered, but no more than four consecutive 11 hour shifts to be worked.

8.14.6 No Employee will be rostered / required to work greater than 12 hours in a 24 hour period from 12 midnight to 12 midnight.

8.14.7 The above clauses will apply across all companies' party to this agreement and no employee will be allowed to work more than 50 hours per week and no more than 80 hours per fortnight.

8.15 Healthy Workplaces / Safe Staffing

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

Achieving healthy workplaces requires:

8.15.1 Having the appropriate levels of staff, skill mix, experience and resourcing to achieve a match between workload demand and capacity to respond.

8.15.2 Systems, processes, work practices and escalation policy that ensure an effective, credible, consistent and timely response to variance in workload demand

8.15.3 A workplace culture between employees and their managers that reflects an understanding and actively advocates a balance between safe quality care, a safe quality work environment and organisational efficiency

- 8.15.4 The development of a learning culture that emphasizes employees at all levels being given the opportunity to extend their knowledge and skills.
- 8.15.5 Appreciation that good patient outcomes rely on the whole team and that teams need opportunities to work and plan together.
- 8.15.6 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.
- 8.15.7 The Joint White Cross Management / NZNO Delegates forum will monitor the efficacy of this clause, and will meet a minimum of three times per annum.

9 CLASSIFICATION OF NURSES AND WAGES

- 9.1 A **Graduate Nurse** is a Registered Nurse who is in their first year of post registration experience.
- 9.2 An **Entry Level Nurse** is a Registered Nurse who has had at least one years' post registration experience.
- 9.3 A **Competent Nurse** is a Registered Nurse who meets the required clinical competencies as defined in the White Cross Professional Development and Recognition Programme.
- 9.4 A **Proficient Nurse** is a Registered Nurse who has demonstrated the relevant level of practice through participation and validation of that level in the White Cross Professional Development and Recognition Programme.
- 9.5 An **Expert Nurse** is a Registered Nurse who has demonstrated the relevant level of practice through participation and validation of that level in the White Cross Professional Development and Recognition Programme.
- 9.6 A **Charge Nurse/ Nurse Leader** is an appointed Senior Nurse position with responsibilities for staff and budgeting.
- 9.7 **Permanent Relievers** are employed by the Employer for the following purpose:
 - 9.7.1 To provide nursing cover across some / all Auckland based clinics;
 - 9.7.2 To cover for planned leave
 - 9.7.3 To cover short notice unplanned leave or unexpected absence.
 - 9.7.4 Where possible, shifts will be rostered. However, flexibility is required and Relieving Nurses are therefore paid an additional allowance of \$5 per hour to acknowledge the inconvenience caused through short notice changes and unpredictable shift allocation. Penal rates do not apply on this allowance. This allowance does not apply to night duty or to the acting Charge Nurse/ Nurse Leader role.
 - 9.7.5 Relief Nurses are not entitled to claim a reimbursement travel allowance when travelling to their rostered/expected place of work unless there is a change of clinic once the shift has been commenced, in accordance with the Travel-related Expense Policy.

10 REMUNERATION

- 10.1 Employees will occupy and advance through the various pay levels, and be paid the corresponding wage rates, as set out below.

10.2 Wage rates

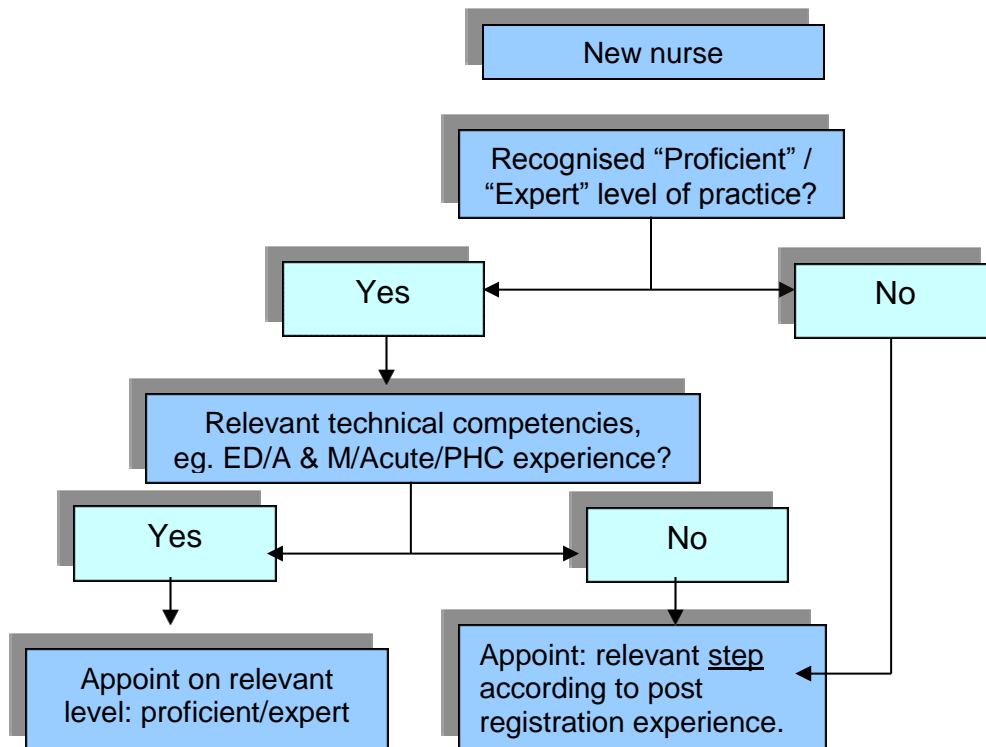
Pay scale – Registered Nurses			
Step	Years of nursing	1 July 2018 to 30 June 2019	1 July 2019 to 30 June 2020
Step 1 – Graduate	< 1	\$23.99	\$24.59
Step 2	1	\$26.27	\$26.92
Step 3	2	\$28.01	\$28.71
Step 4	3	\$29.58	\$30.32
Step 5 – no portfolio	4+	\$32.30	\$33.11
Step 5 – with portfolio	4+	\$32.84	\$33.66
Casual - Step 4	3	\$28.58	\$29.30
Casual - Step 5	4+	\$31.22	\$32.00
Casual - Step 5 with portfolio	4+	\$31.73	\$32.53
Pay scale – Charge Nurses (Nurse Leaders)			
Step	Years in Charge Nurse Position	1 July 2018 to 30 June 2019	1 July 2019 to 30 June 2020
CN1	< 1	\$40.65	\$41.67
CN2	1	\$41.89	\$42.94
CN3	2	\$43.12	\$44.20
CN4	3	\$44.35	\$45.46
Levels of practice			
Competent Below Step 5	\$1,000 per annum		
Proficient	\$3,250 per annum		
Expert	\$5,500 per annum		

10.2.1 Charge Nurses (Nurse Leaders) remuneration

- 10.2.2 Charge Nurses (Nurse Leaders) will be appointed to the step that reflects the years of experience gained at Charge Nurse (Nurse Leader) Level.
- 10.2.3 All Charge Nurses (Nurse Leaders) will progress to the next step on the anniversary of their appointment to the Charge Nurse (Nurse Leader) position at White Cross, subject to satisfactory performance, which will be assumed to be the case unless the employee is otherwise advised.
- 10.2.4 Charge Nurses (Nurse Leaders) at clinics that are required to remain open 24/7 will receive an additional hourly remuneration of \$1.00 per hour

- 10.3 **Senior Nursing Positions** RNs appointed to senior nursing positions will be remunerated as per the Charge Nurse/ Nurse Leader pay scale in 10.2.

10.4 Appointment Process – Registered Nurses



10.4.1 New employees will be placed on a pay step dependent on the years of post registration experience.

10.4.2 Where newly appointed employees have already attained and continue to hold current competent, proficient or expert levels of practice within other PDR Programmes, and where their professional and technical competencies are assessed at appointment as substantially similar, their level of practice will be recognised and they will be remunerated as per the pay scale table. Ex White Cross employees who have previously been assessed as competent, proficient or expert and return to White Cross, will have their level of practice recognised and will be remunerated accordingly, provided that the period for their level of practice has not expired.

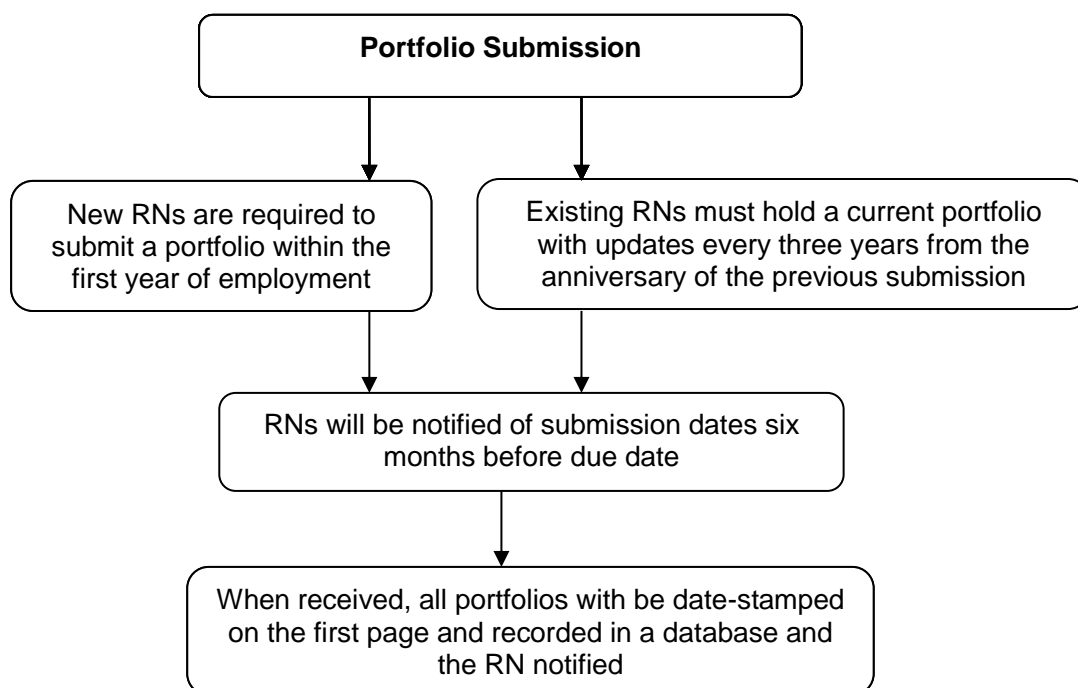
10.5 Progression

Nurses will progress to the next step annually on the anniversary of their registration.

10.6 PDRP Process

10.6.1 The White Cross PDRP is aligned to the current National Framework for Professional Development and Recognition Programmes (PDRP) and any appendices, Nursing Council NZ and HPCA Act requirements.

10.6.2 All Nurses are required to demonstrate competent levels of practice participating in the White Cross PDRP programme, meeting the requirements as outlined in the current White Cross PDRP Resource Book;



10.6.3 The application, assessment and appeal process is as per the current White Cross PDRP Resource book. Guiding principles of the PDRP are as per schedule.

10.7 PDRP Review Process

10.7.1 There will be a review of the process at least 3 years to keep up with current trends within the nursing profession and to reflect the needs of the Employer.

10.7.2 Changes may only be made in consultation and agreement with the parties.

10.7.3 This review will:

10.7.3.1 Agree to any changes or process necessary to further the PDRP including education, and review of the criteria;

10.7.3.2 Ensure that the programme is managed consistently in terms of fairness;

10.7.3.3 Review the assessment and appeal process, and recommend any changes as necessary

10.8 PDRP Allowance

10.8.1 RNs who fulfill the criteria to attain and maintain competent, proficient and expert levels of practice will have remuneration recognition. This will be a pro-rata allowance as long as the level of practice is maintained. All levels of practice allowances will be added to the base rate and be payable on all hours worked and will attract penal rates and overtime.

10.8.2 The rates of these allowances are as follows:

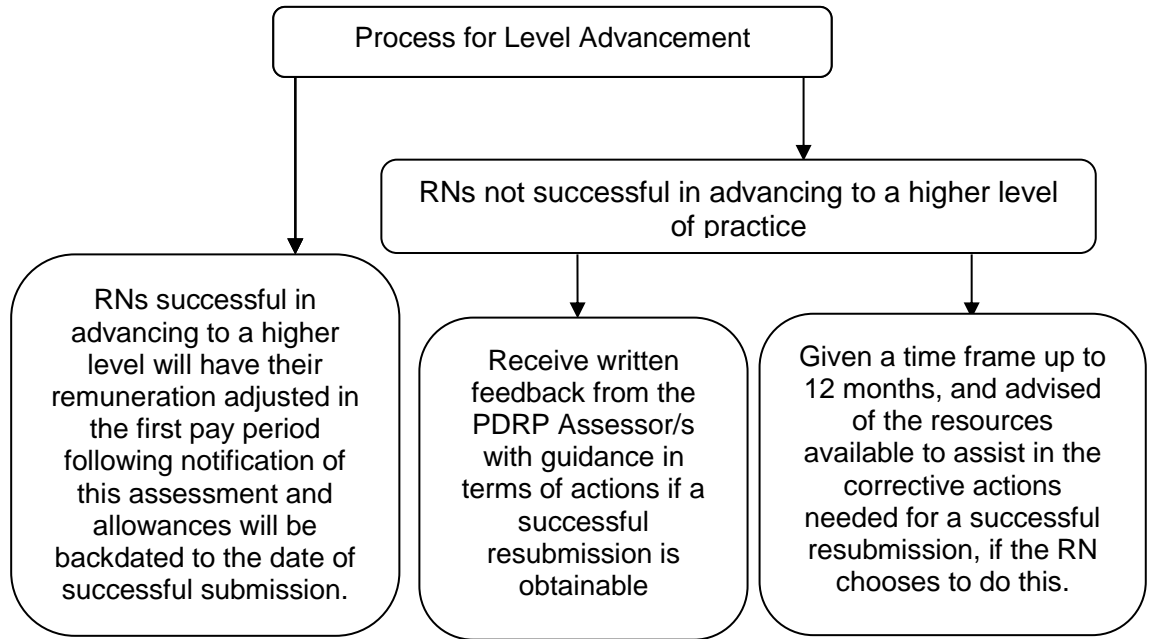
10.8.2.1 Competent; \$ 1000 per annum

10.8.2.2 Proficient; \$3,250 per annum

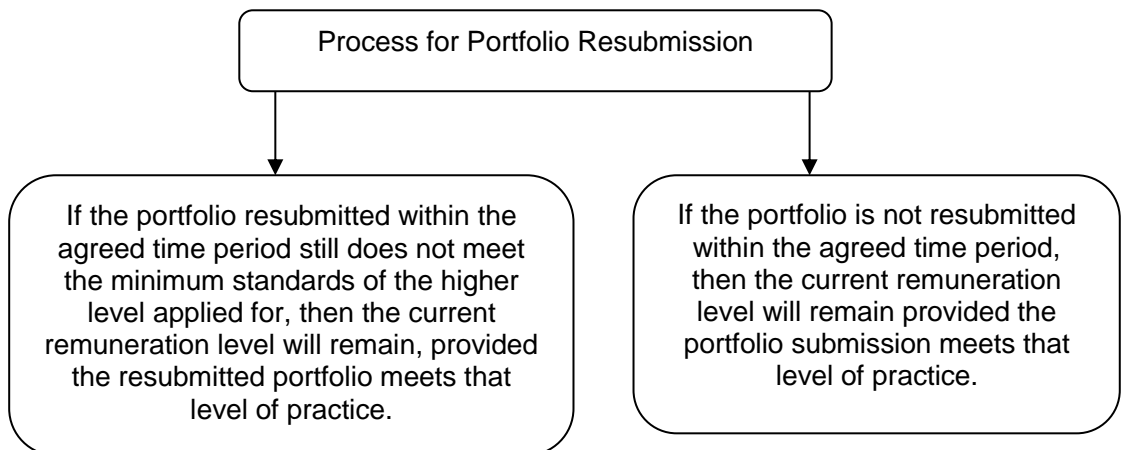
10.8.2.3 Expert; \$5,500 per annum

10.9 PDRP Submission Process for Level Advancement

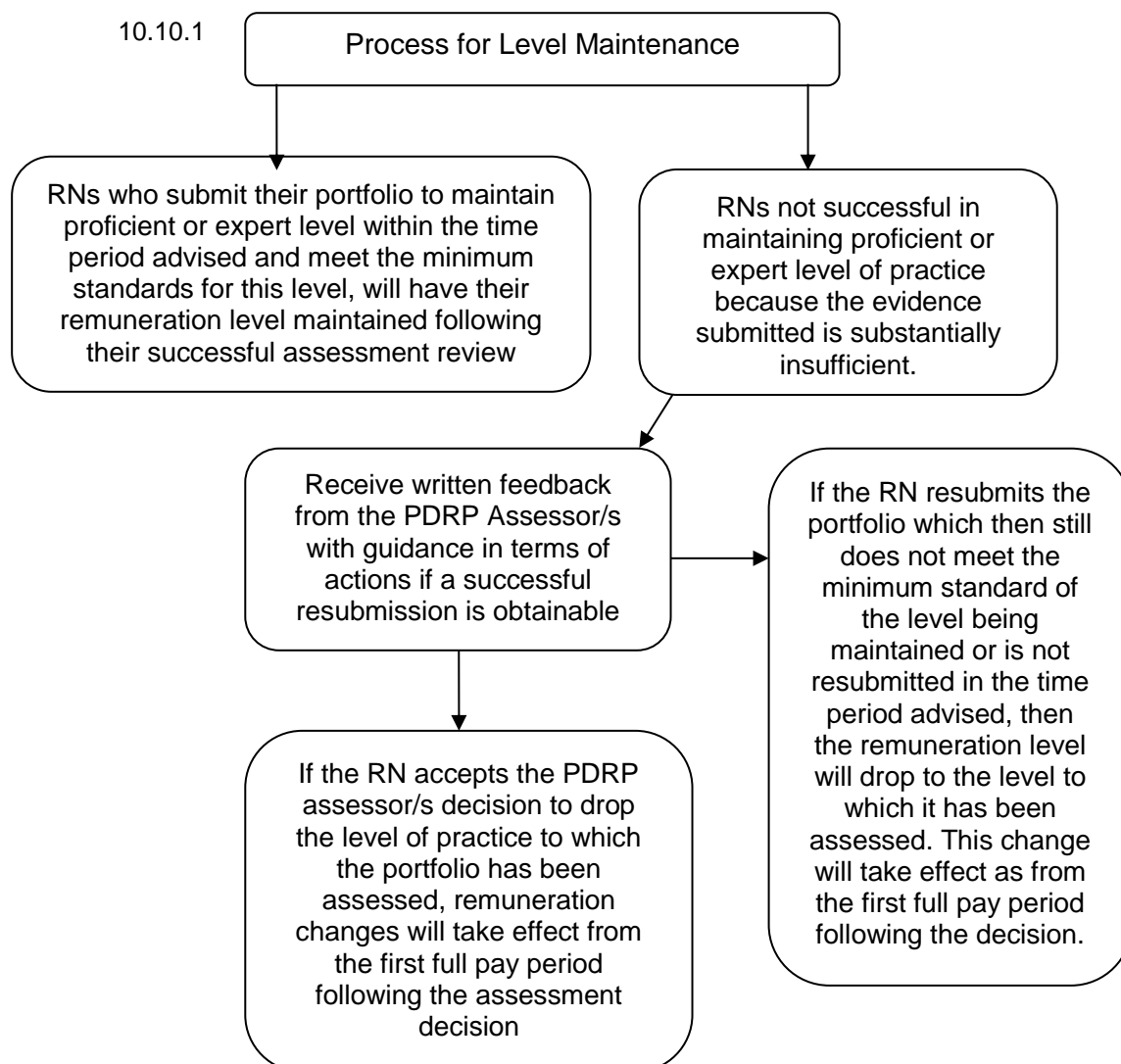
10.9.1 Progression through the Levels, Competent, Proficient and Expert is based on Professional Development and subject to formally presenting evidence against the criteria and competencies as per the PDRP Resource book.



10.9.2 Re-submission process for level advancement



10.10 PDRP Submission Process for Proficient/ Expert Level Maintenance



10.10.2 RNs who are not successful in maintaining their current level of practice, will drop to Step 5 and the PDRP allowance will be forfeited as from the first full pay period following the due date.

11 PENAL RATES AND OVERTIME

11.1

	Pay Rate
Weekdays AM shift: 0700 – 1900 (Monday to Friday)	T1
Weekdays PM shift: 1900 – 2000/ 2200 (closing time)	T1.25
Weekend: Saturday & Sunday 0700 - 2300	T1.5
Public Holidays: Monday to Friday - all day & normal day of work	T1.5

	+ lieu day
Public Holidays: Saturday &/or Sunday - all day & normal day of work	T2 + lieu day
Public Holidays: All day - not a normal day of work	T2
Christmas Day: All day & normal day of work	T2 + lieu day
New Years Eve: 1800 – 2400	T1.5
Overtime on weekdays: Excess of 8 hours per day or rostered shift (whichever is the greater) or 80 hours per fortnight, subject to approval. Overtime and penal time will not be paid in respect of the same hours	T1.5
Overtime: Weekends and Public Holidays Excess of 8 hours per day or rostered shift (whichever is the greater) or 80 hours per fortnight, subject to approval. Overtime and penal time will not be paid in respect of the same hours	T2

- 11.2 The following penal rates will apply to the basic hourly rates defined in Clause 10.2 where an employee works night shifts.

The rates below only apply to the 24/7 clinics

Weekdays and Weekends 10:00 pm -8:00 am	T2
Christmas Day 10:00 pm – Midnight + an alternate days holiday as per 18.4	T2 + \$5 / hour
New Years Eve 6:00 pm - Midnight	T2
Public holidays: Not Normal day of work	T2
Public holidays: Normal day of work + an alternate days holiday as per 18.4	T2 + \$5 / hour

- 11.3 Overtime due to late closure where the rostered shift is less than 8 hours: Where the employee is required to work 30 minutes or more beyond their rostered shift the applicable overtime rate of T1.5 Monday to Friday and T2 weekends and public holidays shall be paid for all time worked beyond the rostered shift. Where the employee works less than 30 minutes beyond their rostered shift the applicable penal rate for the shift applies and no overtime rate shall be paid.

12 CASUAL NURSES

- 12.1 Casual nurses will be paid the applicable rates and penalties as contained in clauses 10 and 11 above.

- 12.2 In lieu of annual leave, there will be a payment of 8% of their gross earnings. This

will be paid out in fortnightly pay periods at the end of each period of engagement.

- 12.3 All the applicable Collective Agreement terms and conditions apply apart from the following:
- 12.3.1 Call in allowance (Clause 16).
 - 12.3.2 Free medical care (Clause 17).
 - 12.3.3 Study leave will be for compulsory requirements only and only where White Cross is the primary Employer. Other study leave is by agreement with the Employer. Course fees are not paid for casual staff.
 - 12.3.4 PDRP Allowances (Clause 10)
 - 12.3.5 Medical Indemnity Insurance and Annual Practising Certificates

13 WAGE PAYMENT

- 13.1 Wage payments will be made by direct credit to the bank of the Employee's choice. Payment to be two weekly not later than three working days after Sunday week ending. Employees will be paid forthwith upon termination. Where the Monday immediately following the end of the pay period is a public holiday, wage payments may not be available in employee's accounts until the Thursday of the week following the pay period.

13.2 Wage details

- 13.2.1 Employees will be supplied in writing with details of the manner in which their wages are calculated. Annual Leave entitlements will be shown on the wage slips.

13.3 Deductions

- 13.3.1 The Employer will be entitled to make deductions from the wage of an Employee for absence due to the default of the Employee, for sickness in excess of paid sick leave entitlement or, on termination of an Employee's employment, for un-accrued annual leave taken in advance.

13.4 Time and Wages Record

- 13.4.1 The Employer will keep a time and wage record in accordance with the requirements of Section 130 of the Employment Relations Act.

13.5 Overpayment

- 13.5.1 In the event of an overpayment or overpayments of wages to the Employee, the Employer may recover the amount of the overpayment or overpayments by way of deduction from any subsequent payment due to the Employee.
- 13.5.2 The Employee will be provided with written notification of the Employer's intention to recover the overpayment, the amount to be recovered and a full explanation of the reasons for the overpayment
- 13.5.3 The rate and payment of the overpayment will be by mutually agreed schedule, agreement by either party not to be unreasonably withheld.
- 13.5.4 Where the employee resigns and there is outstanding money to be recovered under 13.5.3, then this will be deducted from the final pay. A full explanation of final pay will be provided.

14 UNION FEE DEDUCTIONS

- 14.1 The Employer will, upon written request from the Employee, deduct from the Employee's remuneration, fees for the NZ Nurses Organisation (NZNO). Such fees will be remitted not less frequently than three monthly to NZNO.

15 HIGHER DUTIES ALLOWANCE

- 15.1 When an RN is designated to the role of Acting Charge Nurse/ Nurse Leader, he/she will be paid the Charge Nurse step 1 rate as per table 10.2 for all hours worked in this role.
- 15.2 When a Charge Nurse is on leave for 3 days or more, an experienced or otherwise appropriate RN will be designated as Acting Charge for that time period. Where two or more RN's are being considered for the role, preference will be given to the nurse with the highest practice level who is available to work the Charge Nurse shifts or as close as practicable.
- 15.3 The Acting Charge Nurse rates will apply to all shifts worked by the Acting Charge Nurse on shifts that the Charge Nurse/ Nurse Leader would normally work. This includes the Charge Nurse/ Nurse Leader's usual weekend shifts (if any) but does not apply to night duty. The total number of Acting Nurse Leader hours will not exceed the contracted Charge Nurse/ Nurse Leader's hours per week at any individual clinic. This includes clinics where the Charge Nurse is in a part-time role.
- 15.4 Where a designated Acting Charge Nurse/ Nurse Leader is required to undertake the Nurse Leader responsibilities for 2 weeks or more in a 24/7 clinic and they work the same rostered hours for the Nurse Leader, they will receive the additional 24/7 allowance of \$ 1.00 per hour as in clause 10.2.4

16 CALL IN / SHIFT CHANGE ALLOWANCES

Where the Nurse Leader or GM Nursing encounters staffing shortages because of unforeseen sick leave or other exceptional circumstances such as bereavement leave, the following shall apply:

16.1 Call in Allowance

- 16.1.1 Where the Nurse Leader or GM Nursing offers an employee additional work within 24 hours of the beginning of the shift then a \$20 call in allowance will be paid for that shift. Where the call in is within 12 hours of the beginning of the shift a \$50 call in allowance will be paid for that shift.

16.2 Shift Extension Allowance

- 16.2.1 Where the Nurse Leader or GM Nursing requests an Employee to extend their shift from one to two hours inclusive, then a \$20 allowance will be paid; If an employee extends the shift for more than two hours, then a \$50 allowance will be paid.

16.3 Shift Adjustment Allowance

- 16.3.1 Where the Nurse has demonstrated flexibility to assist the clinic and there is a request from the Nurse Leader or GM Nursing to alter a rostered shift without alteration to the number of hours to be worked. When the request is made within 24 hours of the beginning of the rostered shift an incentive payment of \$20 will be paid. Where a shift extension payment is offered the new hours offered will then be reflected as the rostered shift. Overtime will only apply if you are required to work beyond the new rostered shift.

17 FREE MEDICAL CARE

- 17.1 Permanent full time and part time Employees and their nominated partner or Nurses MECA

spouse, and dependent children and/or another nominated person as agreed by the CEO will be entitled to free medical consultations for accident and episodic medical care at any White Cross clinic.

- 17.2 Eligible Employees and their nominated person(s) who present at a clinic will be checked against the employee healthcare database kept on file. Nominated person(s) may be asked to provide Identification to verify their identity. Should this be unable to be presented, the White Cross Medical Care policy will be followed.
- 17.3 White Cross reserves the right to decline to treat staff and nominated persons with chronic conditions except for acute (short term) exacerbations of chronic conditions. White Cross policy for treatment of staff and nominated persons is that it is generally inappropriate for White Cross doctors to sign medical certificates for these persons for long terms of ongoing incapacity.
- 17.4 Eligible Employees must supply the Employer with the names of their nominated persons, for updating of the data base at the request of the CEO.

18 ATTENDANCE OF MEETINGS

- 18.1 Where required by the Employer to attend meetings or other activities relevant to the business or professional services of the clinic, such time will be paid at the ordinary rate. If held on the Employee's rostered time off, payment will be for a minimum of two hours.

19 PUBLIC HOLIDAYS

- 19.1 Public holidays will be allowed in accordance with the Holidays Act 2003.
- 19.2 The following days will be observed as public holidays:
 - 19.2.1 New Year's Day
 - 19.2.2 The day following New Year's Day
 - 19.2.3 Waitangi Day
 - 19.2.4 Good Friday
 - 19.2.5 Easter Monday
 - 19.2.6 ANZAC Day
 - 19.2.7 Sovereigns Birthday
 - 19.2.8 Labour Day
 - 19.2.9 Christmas Day
 - 19.2.10 Boxing Day
 - 19.2.11 The Anniversary Day of the region in which an Employee normally works.
- 19.3 Public Holidays will be observed on the day on which they fall.
- 19.4 Transfer of Christmas and New Year holidays, ANZAC and Waitangi Days will be as per the Holidays Act 2003. That is:
 - 19.4.1 If the Public holiday falls on a Saturday or Sunday, and that Saturday or Sunday would otherwise be a working day for the employee, the public holiday must be treated as falling on that day; and
 - 19.4.2 If the Public Holiday, falls on a Saturday or Sunday, and that Saturday or Sunday would not otherwise be a working day for that employee, the public holiday must be treated as falling on the following Monday or Tuesday, respectively.

- 19.5 Where a public holiday, as outlined in clause 19.2, falls on a normal working day for an Employee, then that Employee will, apart from being paid the appropriate penal rate in terms of the penal rates table, also receive an alternative paid holiday of one day at a later date, paid at the relevant daily rate, the timing of which is to be determined by agreement between the Employer and the Employee, or in the absence of agreement according to the Holidays Act. This entitlement will only apply if the Employee had actually worked her / his rostered shift on the public holiday concerned. If the Employee works a public holiday that falls on a Saturday or Sunday, the Employee can choose to take the alternative day credited on the following Monday and or Tuesday as applicable.
- 19.6 Where an employee becomes entitled to an alternative paid holiday pursuant to clause 19.5 and 12 months have passed since the employee's entitlement to the alternative holiday arose, pursuant to the Holidays Act 2003 the employee may request the Employer to exchange the employee's entitlement to an alternative holiday for payment at the employee's average daily pay rate.
- 19.7 Where a public holiday as outlined in clause 19.2, does not fall on a normal working day for an Employee, but the Employee agrees to work then they will be paid the appropriate penal rate as per the table in clause 11.
- 19.8 Where a public holiday, as outlined in clause 19.2, falls on a day on which the Employee usually works and that Employee is granted or is required to take paid leave, then the Employee will be paid at the relevant daily rate for the time that she / he would normally have worked on that day
- 19.9 In rostering over public holidays, the Employer shall consider the Employees request for annual leave. Final approval must be given by the GM Nursing. Leave will not be unreasonably withheld provided cover has been arranged, and written confirmation of the shifts to be worked signed by the employee/s providing cover has been received by the GM Nursing. In granting leave preference will be given to those who have previously worked the public holiday/s concerned.
- 19.10 An Employee may be required to work on a public holiday where that public holiday occurs on her/his normal rostered day of work.
- 19.11 If the Employer decides to close a clinic on a public holiday and:
19.11.1 That day falls on a normal working day for the Employee, then that Employee will be paid at the relevant daily rate for the time that she/he would have normally worked on that day.
19.11.2 That day is not a normal working day for the Employee, then that Employee will not be paid. If the Employer fails to provide two weeks notice of the intention to close, then the Employee will be paid at the relevant daily rate for the time that she/he would have otherwise worked on that day.
- 19.12 Where clinics are closed on public holiday's employees who would normally be rostered on those days will be offered the first option to work in the clinics that remain open.

20 ANNUAL HOLIDAYS

- 20.1 On the completion of one year's continuous service, from the date of commencement, employees shall be entitled to 4 weeks annual leave in accordance with the Holidays Act 2003.
- 20.2 After completion of six months continuous employment, Employees may take any accrued holidays up to one week.

- 20.3 All requests for annual leave of 1 week or more are to be submitted for approval at least 4 weeks prior to the leave commencing, but preferably prior to the roster being published.
- 20.4 For the purposes of this clause, “per annum” and “year” relate to the period between each anniversary of an Employee’s commencement of employment with the Employer.
- 20.5 Where an Employee takes annual holidays during a period where a public holiday falls, as defined in clause 19.2, and would have otherwise worked on that public holiday, then that day will not count as annual holidays.
- 20.6 No holidays may be taken in advance, i.e. before it becomes due, without the Employer’s approval, which may not be unreasonably withheld.
- 20.7 Every Employee is required to take a minimum of two weeks’ consecutive leave in each 12-month period.
- 20.8 Leave accrual**
- 20.8.1 With the approval of the Employer, which approval will not be unreasonably withheld, an Employee may accrue Annual Holidays up to 18 months after becoming entitled to it.
- 20.8.2 Should any Annual Holidays accrue for more than 18 months; the Employer will give the Employee a grace period of no less than six months within which to take that leave.
- 20.9 No period when an Employee is sick may be counted as part of Annual Holidays; provided that the provisions relating to Sick Leave set out in clause 22 have been met.
- 20.10 Payment for Annual Holidays will be made in the pay that relates to the period during which the holiday is taken, and not in advance of the holiday.
- 20.11 Payment for Annual Holidays will be made for the agreed portion of the entitlement at the **greater** of:
- 20.11.1 The Employee’s ordinary weekly pay as at the beginning of the Annual Holiday; or
- 20.11.2 The Employee’s average weekly earnings for the 12 months immediately before the end of the last pay period before the Annual Holiday.

21 OTHER LEAVE

21.1 Special Leave

- 21.1.1 Leave without pay for exceptional circumstances will be at the discretion of the Employer but will not be unreasonably withheld, taking into account the Employers operational requirements,

21.2 Domestic Violence Leave

- 21.2.1 Family violence may impact on an employee’s attendance or performance at work. White Cross will support staff experiencing family violence. This support includes:
- For those experiencing family violence, up to 5 days paid leave in any calendar year to be used for medical appointments, legal proceedings and other activities related to family violence. This leave is in addition to existing leave entitlements and may be taken as consecutive, single or half days.

- 21.2.2 To support safety planning and avoidance of harassing contact, White Cross will consider any reasonable request from an employee experiencing family violence for:
- Changes to their span or pattern of working hours, location of work or duties;
 - A change to their work telephone number or email address; and
 - Any other appropriate measure including those available under existing provisions for flexible work arrangements
- 21.2.3 An employee who supports a person experiencing family violence may apply to take domestic leave to accompany them to court, to hospital, or to mind children. The employer will consider on a case by case basis and approval will not be unreasonably withheld.
- 21.2.4 All personal information concerning family violence will be kept confidential and will not be kept on the employee's personnel file without their agreement.
- 21.2.5 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.
- 21.2.6 Family violence means domestic violence as defined by s2 of the Domestic Violence Act 1995. The employee will advise the employer as soon as practicable of any inability to work

21.3 Long Service Leave

- 21.3.1 An employee will become entitled to one week paid long service leave as a permanent employee where 5 years continuous service is completed on or after the date of 1 December 2015. Where an employee has more than 5 years and less than 10 years' service as at 1 December 2015 they are entitled to one week's unpaid long service leave.
- 21.3.2 An employee will become entitled to the following paid long service leave based on years of continuous service as a permanent employee
- One week paid leave at 10yrs
 - One week paid leave at 15yrs
 - One week paid at 20yrs
 - One week paid at 25yrs
 - One week paid at 30 yrs
- All long service leave must be taken within 4 years of it falling due
- Those staff who at 1 December 2013 have completed 15yrs or more of continuous permanent employment and have not yet attained 20 years of service will be entitled to combine their 15 year and 20 year allocation
- 21.3.3 Long Service Leave will be paid on the same basis as Annual Leave.

22 SICK LEAVE

- 22.1 After working for the Employer for three months:
- 22.1.1 Full Time Employees will be entitled to the equivalent of 10 days' paid sick leave in each ensuing period of 12 months of her/his employment.
- 22.1.2 Part time Employees employed after the 1st June 2003 will be entitled to sick leave under the provisions of the Holidays Act 2003 provided that staff will in each year of qualifying service be entitled to sick leave greater than five days but not more than ten days, the actual amount of sick leave days being the number of days rostered on average per

- fortnight at the time of entitlement.
- 22.1.3 All Part time Employees employed prior to 1st June 2003 will be entitled to the equivalent of 10 days paid sick leave in each ensuing period of 12 months of his or her employment.
- 22.2 Sick pay for a day will be calculated as being equivalent to the employee's relevant daily pay for each day of sick leave taken by the employee that would otherwise be a working day for the Employee.
- 22.3 A record will be kept of sick leave taken so that, by request to the Nurse Leader/Nurse Leader, employees may know at any time the number of days of sick leave available to them.
- 22.4 Leave in order to care for children during a partner's illness, or to care for a sick partner, or where there is no partner to care for a sick dependent relative, may be granted as paid sick leave and recorded against that Employee's sick leave entitlement.
- 22.5 The Employer may require the Employee to produce proof of sickness or injury for sick leave taken under Clause 22 if the sickness or injury that gave rise to the leave is for a period of three or more consecutive calendar days, whether or not the days would otherwise be working days for the Employee.
- 22.6 However, where the Employer has reasonable grounds to suspect that the sick leave is not genuinely taken, or where the Employer has concerns about the employee's fitness to work, a medical certificate may be required for a period of less than 3 calendar days.
In these circumstances;
- 22.6.1 The employee will be notified of this requirement prior to the employee returning to work
- 22.6.2 The Employer will meet the employee's reasonable expenses in obtaining this proof of sickness or injury
- 22.6.3 The medical certificate should not be supplied by a White Cross employee or contractor
- 22.7 "Proof of sickness or injury" referred to in Clause 22.5 may include a certificate from a medical practitioner (as defined in the Medical Practitioners Act 1995), that:
- 22.7.1 The Employee is not fit to attend work because of sickness or injury; or
- 22.7.2 The Employee cannot attend work:
- 22.7.2.1 Because the Employee's spouse is sick or injured;
- 22.7.2.2 Because a person who depends on the Employee for care is sick or injured.
- 22.8 The Employer may call for a second opinion from an independent medical practitioner, at the Employer's expense in cases of exceptional sickness absence. Any report will be treated confidentially.
- 22.9 Sick leave without pay may be granted at the discretion of the Employer when the nurse has exhausted her/his sick leave entitlement.
- 22.10 When an Employee is unable to work due to illness (or accident) the Employee must speak directly (**NOT email, text or leave messages with reception or other staff**) with their Charge Nurse, Acting Charge Nurse or Charge Nurse-on-call as soon as possible, and advise them of the likely time period of absence from work. Failure to notify the appropriate person as above may lead to unpaid leave or disciplinary action. The employee is not required to disclose the details of the illness unless it is a notifiable disease. The Charge Nurse will be responsible for arranging suitable cover for the shift(s).

22.11 The maximum amount of sick leave that an Employee may accumulate and have due to him/her at any one time will be 30 days in total

22.12 Employees are only eligible for paid sick leave on what would be a normal day of work for the Employee.

ACC

22.13 The Employer is responsible for the first weeks pay after a work related accident. If compensation is being received from elsewhere (insurance or ACC) the Employer will not be responsible for any extra payment.

22.14 For earnings related compensation where an Employee is receiving payments from ACC as a result of an accident, the Employer may supplement, upon request from the employee, the remaining 20% of their wages and this shall be debited against the Employee's sick leave where there is an entitlement.

23 PARENTAL LEAVE

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

24 EMPLOYMENT RELATIONS EDUCATION LEAVE

24.1 The Employer shall grant leave on pay for NZNO delegates to attend courses to facilitate the Delegate's education and training as Employee Representatives in the workplace, and for NZNO members to increase their knowledge of employment relations matters in order to build productive employment relationships, especially the duty of the parties to act in good faith.

24.2 The Employer will grant up to a total of 5 days leave on ordinary pay per annum to NZNO delegates covered by this agreement to attend Employment Relations Education courses.

24.3 Unused leave will not accumulate from one year to the next.

24.4 The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.

24.5 NZNO shall send a copy of the programme for the course and the name of Employees attending at least 14 consecutive days prior to the course commencing. .

24.6 Additional leave may be granted at the Employer's discretion.

24.7 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.

25 BEREAVEMENT LEAVE

25.1 All Employees are entitled to bereavement leave in accordance with the Holidays Act 2003.

25.2 Employees are entitled to 3 days bereavement leave upon the death of the Employee's spouse or partner, parent, child, brother, sister, grandparent, grandchild, or the parent of the Employee's spouse or partner.

- 25.3 On the death of any other person, if the Employer accepts that the Employee has suffered a bereavement, then the Employee may be entitled to one day's bereavement leave. Factors the Employer will consider in these circumstances include:
- 25.3.1 the closeness of the association between the Employee and the deceased
 - 25.3.2 whether the Employee has had to take significant responsibility for all or any of the arrangements for the ceremony relating to the death; and
 - 25.3.3 any cultural responsibility of the Employee relating to the death
- 25.4 In relation to tangihana the employer shall consider these provisions in a culturally appropriate manner. The granting of time off and for how long shall be at the discretion of the employer.
- 25.5 Additional unpaid bereavement / compassionate leave may be taken at the discretion of the Employer.
- 25.6 Payment for bereavement leave will be equivalent to the Employee's relevant daily pay for each day of the bereavement leave taken by the Employee that would otherwise be a working day for that Employee.
- 25.7 Upon request the Employee may be asked to provide information in support of their claim to bereavement leave such as a copy of a death notice.
- 25.8 The Employer will consider any special and/or cultural circumstances with regard to granting bereavement leave.
- 25.9 The Nurse Leader or in their absence the appropriate Line Manager will be responsible for arranging cover for the relevant shift(s).

26 JURY / WITNESS SERVICE

- 26.1 An Employee called for Jury Service must immediately notify the Employer of her/his intention to undertake Jury Service, in which case the Employer may apply for the exemption of that Employee from Jury Service. Where the Employee is nevertheless required to undertake Jury Service then she/he will be entitled to paid leave on the following conditions:
- 26.1.1 The Employee pays over to the Employer any jury fees paid to her/him by the Court (excluding reimbursing payments).
 - 26.1.2 The Employee returns to work immediately on any day that she/he is not actually serving on a jury.
 - 26.1.3 The Employee provides the Employer with evidence of attendance at the trial.
 - 26.1.4 Paid leave will be for a maximum of five days in respect of each separate period on Jury Service, with an overall maximum of five days per annum; provided that such leave will only be paid in respect of those days and hours normally worked by the Employee.
 - 26.1.5 Should an Employee be required to undertake Jury Service for a period longer than the paid leave entitlement provided for in clause 24.1.4, then she/he may elect to take Annual Leave or unpaid special leave to cover this period of absence.
- 26.2 Where an employee is required to be a witness in a matter arising out of their current employment, they shall be granted paid leave at the relevant daily pay. The employee is to pay any fee received to the employer, but may retain expenses.

27 STUDY LEAVE

- 27.1 The Employer and Employee are committed to staff education and development. Nurses will be actively encouraged to attend educational courses relevant to their professional development and of benefit to the nursing work of the Employer.
- 27.2 Each Full-time Employee will be entitled to 32 hours per annum paid study leave for the purpose of the individual's professional development. This is to enable employees to complete Employer approved qualifications and Employer approved attendance at courses continuing education sessions, conferences and seminars. Where this is funded through Health Workforce NZ paid study leave and any course expenses paid is in addition to the individual's professional development entitlements under this clause.
- 27.3 This entitlement will be pro-rated for Part-time Employees; provided that they will receive no less than 8 hours' Study Leave per annum.
- 27.4 This entitlement excludes compulsory requirements of the Employer to attend training. For all nurses who work 12 hours or more per week, or for whom White Cross is the primary employer, paid leave and the cost of the course shall be paid by the Employer and shall not be deducted from the employee's study leave entitlement. Nurses required to attend such courses will be paid for their time at their ordinary rate. Where a course has been booked and the employee has failed to give sufficient notice, without a good and sound reason, of their inability to attend the training (so that another Employee can be scheduled or the course postponed, etc) the cost of attendance at the rescheduled course will be at the Employees expense.
- 27.5 Employees may accrue unused Study Leave for a maximum of two years. Any Study Leave not applied for within this time will automatically fall away.
- 27.6 Employees will be able to access their study leave balance at any time by request to the Charge Nurse (Nurse Leader). Charge Nurse (Nurse Leader) Approved study leave will be paid at the ordinary hourly rate (T1) whenever the time is taken, irrespective as to whether the study is undertaken within the employee's normal day of work
- 27.7 RNs working on preparing a portfolio, obtaining or maintaining skill levels and knowledge 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. There must be evidence this additional study allocation is relevant to the submission or maintenance of the portfolio level.

There will also be a provision of hours that will be paid for preparation and submission of a portfolio. This will only be in the 12 months prior to the submission being due.

These additional hours are listed in the table below. This leave must be applied for as stated in the leave policy.

Portfolio level	Paid hours for Portfolio Submission	Additional Study Hours per annum
Competent	4	N/A
Proficient	4	6
Expert	8	8
Charge Nurse (Nurse Leader)	4	N/A

27.7.1 A one-off \$500 [maximum] fees refund will be paid to those nurses at Proficient Level who successfully pass post-graduate university study (level 8) as part of their successful attainment of Expert Level. This will be paid following notification of the successful attainment,

A \$500 [maximum] fees refund will apply to those nurses at Expert Level on each 3 year portfolio submission who successfully pass post-graduate university study (level 8) as part of their successful retention of Expert Level. This will be paid following notification of the successful revalidation.

27.8 Where an Employee presents educational sessions at the request of White Cross, they will be paid at the rate that applies at the time the presentation is held, i.e.: penal rates may apply.

27.9 Financial reimbursement of associated costs will be in accordance with White Cross training and development policy.

27.10 Nurse Leaders are entitled to receive reimbursement of up to a maximum of \$1,250 per annum towards the cost of professional development, which is pertinent to the needs of the organisation and relevant to the nurse's practice at White Cross. Consideration will be given to additional funding on a case by case basis.

27.11 Prior application for Study Leave and/or financial reimbursement must be made to the Employer.

27.12 Where study leave is denied, the employee will be advised in writing of the reasons.

27.13 For the purposes of this clause, "per annum" relates to the financial year of White Cross Group (1998) Limited.

28 REIMBURSEMENTS

28.1 The company undertakes to reimburse all employees for personal costs incurred in the execution of pre-approved company business.

28.2 Indemnity/Annual Practising Certificate (APC)

28.2.1 Employees covered by this collective agreement may be required to provide proof of indemnity with NZNO.

28.2.2 Annual Practising Certificate
Where a nurse is required by law to hold an APC, the cost of the certificate shall be met by the employer provided that:

28.2.2.1 It must be a statutory requirement that a current certificate be held for the performance of duties.

28.2.2.2 The employee must be engaged in duties for which the holding of a certificate is a requirement.

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

28.2.2.4 It is the responsibility of the individual to maintain their registration and ensure their practicing certificate is current at all times.

28.2.2.5 Provision of the certificate, including the receipt, to the employer will be adequate for reimbursement.

28.3 Travelling Expenses

- 28.3.1 When travelling on pre-approved Employer business, the employee will be reimbursed for costs on an actual and reasonable basis on presentation of receipts, per the Travel-Related Expense Policy
- 28.3.2 Employees who agree to use their motor vehicles on pre-approved Employer business will be reimbursed in accordance with the IRD mileage rates as issued from time to time.
- 28.3.3 Reimbursement for business purposes is calculated to and from the workplace if the employee is at work. If the employee is not at work, reimbursement will be the actual mileage travelled less the normal mileage that would have been travelled to and from home to workplace.
- 28.3.4 Mileage reimbursement does not apply to attendance at regular clinic staff meetings where clause 18 applies.
- 28.3.5 The IRD rates that apply as per the IRD Commissioner's mileage rate.

28.4 Telephone

- 28.4.1 The company will reimburse employees for all costs incurred in the use of private telephone or mobile phones upon presentation of an account highlighting the calls and costs. Reimbursement will be made where a reasonable explanation is provided in support of the claim.

28.5 Charge Nurses/ Nurse Leaders

- 28.5.1 An allowance of \$10.00 per fortnight will be paid to cover costs incurred in use of private phone or mobile phone. Where costs are greater than this reimbursement will be made on presentation of an account where a reasonable explanation is provided in support of the claim.

28.6 Acting Charge Nurses/ Acting Nurse Leaders

- 28.6.1 Acting Charge Nurses/ Acting Nurse Leaders will be reimbursed for costs incurred in the use of private telephone or mobile phones upon presentation of an account highlighting the calls and costs. Reimbursement will be made where a reasonable explanation is provided in support of the claim.

28.7 Parking

- 28.7.1 The company will reimburse employees on presentation of a receipt for all parking costs incurred when on official, authorised company business.

29 CONFIDENTIALITY

- 29.1 All Employees will comply with the requirements of all relevant legislation including :
 - 29.1.1 The Health and Disability Act
 - 29.1.2 The Health Information Privacy Code
 - 29.1.3 The Privacy Act
- 29.2 The Employer will make available copies of all relevant legislation in each worksite.
- 29.3 The employee must not use, divulge or communicate to any person any information apart from that relevant to normal business with clients or to persons who have proper authority, relating to the Employer's business, or that if its principals, without the Employer's prior approval.
- 29.4 The employee must keep confidential, after termination of employment, all Employer's business arrangements, tariffs or pricing information, customer and

supplier names, private matters, and other confidential information in regard to the business of the Employer, its employees and its principals and not disclose any such information to anyone.

- 29.5 The employee must leave with the Employer all books, records, notes, papers, correspondence and other documents concerning and containing reference to the business of the company, and/or its principals on their termination of employment.
- 29.6 The employee must not copy any material described in clause 29.3 above for personal use or by any unauthorised person.
- 29.7 The employee must recognise their obligations of confidentiality for information and records relating to individual patients.
- 29.8 These provisions do not inhibit the employee's right to be represented either industrially or professionally. Only confidential information relevant to that particular issue being dealt with will be disclosed.
- 29.9 Subject to clause 29.8 if the Employee becomes aware that an incident occurring in the clinics has generated interest from the media the Employee will not have any discussions with the media.
- 29.10 Subject to the limitations placed on the Employee in the clauses above, the Employee reserves the right to enter into public debate and dialogue over matters relevant to their professional expertise and experience. Where such debate could be in conflict with the clauses above the Employee will discuss the matter first with the Employer.
- 29.11 This clause will apply during the term of this Agreement and will continue, on expiry of the Agreement, to apply thereafter.

30 OTHER EMPLOYMENT

- 30.1 The Employee may undertake other employment with other employers provided that the employment is in their own time and the total hours worked does not affect the required standards of safety and care at the Employer's clinics.
- 30.2 Where the Employee wishes to undertake any other employment the Employee must first notify the Employer.

31 TERMINATION OF EMPLOYMENT

31.1 Notice periods

- 31.1.1 The period of notice of termination for an Employee under this Agreement will be four weeks; provided that the notice period will remain at two weeks for all Employees employed prior to 22 April 2002 by Westcare White Cross Limited, Baycare Community Health Limited, Southern Cross Limited and Dr Ponsonby Limited, with the exception of Nurse Leaders, whose notice period in all cases will be four weeks.
- 31.1.2 Employees who retain the two-week notice period under this clause are encouraged, nevertheless, to give four weeks' notice wherever possible. Where employment is terminated without having given the requisite notice period, then the party terminating the employment will pay or forfeit the appropriate notice period in salary.
- 31.1.3 Nothing in this clause will prevent the summary dismissal of an Employee for serious misconduct.

- 31.2 The Employer may direct that the Employee ceases to work before the completion of the notice period, but payment for the full notice period will nevertheless be made to the Employee.
- 31.3 In the event of any serious misconduct, or any serious breach, serious non-observance or serious non-performance of any of the terms and conditions of this Agreement, the Employer retains the right to dismiss the Employee.
- 31.4 Upon termination of employment the Employer will provide on request a signed certificate setting out the nature and period of the nurse's engagement.
- 31.5 Where an Employee is absent from work for a continued period exceeding 3 days without the consent of the Employer or without notification to the Employer, she or he will be deemed to have terminated his or her employment without notice, unless a reason satisfactory to the Employer is given.
- 31.6 Upon termination of the Employee's employment :
- 31.6.1 The Employee must immediately return all property of the Employer to the Employer.
- 31.6.2 If the Employee fails to return all such property to the Employer, the Employer may delay payment of the final pay until such property is returned.

32 EMPLOYEE RELATIONS

- 32.1 The parties to this Agreement recognise the mutual benefit of positive employee relations. In its relationship with those affected by this Agreement the Employee's organisation will have regard to the special nature of the medical profession.
- 32.2 With the consent of the Employer, which will not be unreasonably withheld, an authorised officer of the NZNO may interview or have a meeting with nurses at their place of employment.
- 32.3 The Employer will supply an updated schedule of current Employees to the NZNO from time to time, upon request.

33 REDUNDANCY

- 33.1 The Employer and NZNO recognise that loss of employment is a serious matter for those involved.
- 33.2 In the event that the Employer intends to declare any Employee redundant, the Employer will discuss that intention with the Employee and NZNO before giving notice of termination of employment.
- 33.3 The Employer will provide the Employee and NZNO with one month's notice of any impending redundancy and every endeavour will be made to enable mutually agreed redeployment to a substantially similar role in nature and remuneration. In the case of full redundancy the Employee will not be required to work out the period of paid notice.
- 33.4 A role substantially similar in nature and remuneration will constitute one that:
- 33.4.1 has comparable duties and responsibilities; and
- 33.4.2 has terms and conditions the same or substantially similar; or
- 33.4.3 In a capacity that the employee is prepared to accept.
- 33.4.4 If the employee is offered a redeployment of a substantially similar role, no redundancy compensation will be payable.

- 33.5 If the Employee works out their period of notice they will be given such reasonable time off without loss of pay as may be necessary to enable her/him to seek alternative employment and to undergo counselling.
- 33.6 The Employee made redundant will be provided with a certificate of service stating that employment was terminated as a result of redundancy.
- 33.7 The Employer will supply suitable redundancy counselling services for any Employee requiring such services.
- 33.8 The Employee made redundant will be entitled to receive compensation payment calculated to the length of service based on the following scale:
- 33.8.1 For the first year of service or part thereof, five weeks pay based on the Employee's average weekly earnings for the 12 months immediately prior to the date of dismissal; and
- 33.8.2 For each subsequent year of service or part thereof, two weeks pay based on the Employee's average weekly earnings for the 12 months immediately prior to the date of dismissal.
- 33.9 No redundancy payment will be payable in the event that the Employee's employment is terminated solely as a consequence of the whole or any part of the Employer's business being reorganised into a single employing company, sold, transferred, merged or allied with that of another business and the new employer offers the Employee employment in the same or a similar capacity, on terms and conditions no less favourable. In such circumstances the Employee's service will be treated as being continuous.
- 33.10 Partial redundancy will apply in a situation where a Full-Time or Part-Time Employee accepts redeployment to a position with reduced hours.
- 33.11 Partial redundancy will be calculated on the basis of applying the redundancy pay formula described in clauses 33.8.1 and 33.8.2 of this agreement to the total number of lost ordinary hours per week at a rate that ensures the employees average weekly earnings are maintained for the duration of the pay out. This total will be paid as an allowance over the number of weeks of entitlement to a maximum of 30 weeks. Should the Employee's permanent hours increase over this period, the allowance will be reduced or removed accordingly. This redundancy payment will not be negatively impacted by additional casual shifts.
- 33.12 Should an employee resign from White Cross or the payment stretch beyond 30 weeks then the remaining balance will be paid in a lump sum.

34 EMPLOYMENT PROTECTION PROVISIONS

- 34.1 These provisions are to provide protection to the employee if the Employer sells, transfers or contracts out their business or part of their business (restructuring). If the Employer considers doing so these provisions apply.
- 34.2 To provide protection of the Employees employment during restructuring the following process will be followed by the Employer:
- 34.2.1 The Employee will be notified that restructuring is a possibility as soon as is practicable, subject to requirements to protect commercially sensitive information.
- 34.2.2 The Employer will negotiate with the proposed new employer about the possibility of transferring the Employees employment to them on terms and conditions the same or substantially similar and with continuity of service. The Employer will endeavour to get the new employer to agree to the Employee to transfer on this basis.

- 34.3 The Employee will be informed as soon as practicable of:
 - 34.3.1 Any offer the new employer intends to make to the employee
 - 34.3.2 The likely dates of transfer
 - 34.3.3 The anticipated impact on the employees employment
- 34.4 If the new employer offers the employee employment the employee will be given the opportunity to decide Whether or not to transfer on the terms that the new owner and the Employer negotiate.
- 34.5 In the event that there is a restructuring and the employee decides not to transfer, or is not offered employment by the new employer, the following process will take place:
 - 34.5.1 The Employer will advise the Employee of what entitlements are available under the employment agreement with the employer
 - 34.5.2 The Employer will consult with the employee to explore any alternatives to redundancy.

35 SEXUAL HARASSMENT

- 35.1 The Employer and Employees acknowledge that sexual harassment in the workplace is totally unacceptable.

36 HEALTH AND SAFETY

- 36.1 White Cross management and staff are committed to the development of processes that ensures safe staffing practices and a healthy work place.
- 36.2 White Cross is concerned about the safety of its staff at work. Avoidance of personal injury is the primary objective. Accidents and injuries can be prevented and to this end, Employees are required to participate in relevant safety programmes and are responsible for knowing and following the safety and health rules that are applicable.
- 36.3 The Employer and employees agree to give effect to and comply with the provisions of the Health & Safety in Employment Act 1992 and the regulations pursuant to that Act and any applicable Codes of Practice.
- 36.4 The Employer will establish an appropriate accident reporting system and nurses agree to maintain same. All work accidents and hazards must be promptly reported to the Nurse Leader and the accident recorded in the accident register as soon as practicable.
- 36.5 The Employer will provide free influenza, Boostrix and Hepatitis B vaccinations only to Employees who specifically request inoculation. In the case of Hepatitis B vaccinations, this is subject to the Employee consenting to have a blood test to establish her/his status and to the results of this test being made available to the Employer. The use of this information is subject to the protection provided by the Privacy Act 1993 and the Health Information Privacy Code 1994.

37 FACILITIES

- 37.1 The Employer agrees to provide adequate lighting, heating, ventilation and adequate dining, cloak and toilet facilities.

38 CLOTHING

- 38.1 The Employer will provide uniforms or other special clothing required as per the White Cross Group Uniform Policy. Where a uniform and / or special clothing is provided by the Employer:
- 31.8.1 It will be worn by the Employee for the purposes it is issued.
 - 31.8.2 It remains the property of the Employer
 - 31.8.3 Protective clothing and gloves will be made available as necessary.
- 38.2 The Employee will wear the complete uniform as supplied and will maintain the uniform in a clean and presentable condition at all times.
- 38.3 Full-time Employees will be provided with three full scrub uniform sets; Employees who work part time - 2 scrub set and a further scrub top; all casual Employees, one uniform top. Requests for replacement uniforms to be forwarded to the Nurse Leader who will request a replacement for all reasonable requests.

39 CONTINUITY OF SERVICE

- 39.1 For the purpose of this Agreement, continuous service with the Employer will not be broken by the transfer of employment within any of the Employers listed in the First Schedule or any other Employer who may subsequently become a party to this Agreement in terms of clause 2.3.

40 NZNO MEETINGS / DELEGATES

- 40.1 NZNO members shall be entitled to up to a total of 4 hours leave per calendar year on ordinary pay to attend meetings authorised by the union providing the following conditions are fulfilled:
- 40.2 NZNO shall give the Employer at least 14 days notice of the meetings.
- 40.3 NZNO Shall make such arrangements with the Employer as may be necessary to ensure that the Employers 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.
- 40.4 The Employer shall not be obliged to pay any union member for a period greater than two hours in respect of any meeting.
- 40.5 NZNO shall supply the Employer with a list of members who attended and shall advise the Employer of the time the meeting finished.
- 40.6 The provisions contained in this clause are inclusive of and not in addition to any entitlements provided by the Employment Relations Act 2000.
- 40.7 The employer accepts that NZNO delegates are an important channel of communication between the NZNO and the employer in the workplace.

It is acknowledged that NZNO delegates attend meetings with management, participate on joint White Cross /NZNO forums, consult with NZNO members on workplace issues, and to represent members, for example in any management of change review, in disciplinary processes or in matters relating to the Collective

Agreement.

- Prior approval for such meetings shall be obtained from the Employer, CEO or designated authority. Such approval shall not be unreasonably withheld, and
- The amount of approved paid time off and facilities provided shall be sufficient to enable delegates to give adequate consideration to the issues in the workplace, and
- Where approved workplace meetings occur outside working hours, delegates shall be paid at ordinary rates or granted time in lieu on a time for time basis.
- The employer and delegates agree to early discussion and consultation on workplace issues

41 CONSULTATION AND MANAGEMENT OF CHANGE

41.1 Management of change

41.1.1 Consultation between the Employer, its Employees and the union is essential on substantive matters of mutual concern and interest. Effective communication between the parties will allow for:

- i) Improved decision making
- ii) Greater cooperation between Employer and Employees; and
- iii) A more harmonious, effective, efficient, safe and productive workplace.

The Employer recognises the role of the Employee's staff delegate and the NZNO in assisting in the positive management of change.

41.1.2 Prior to the commencement of any likely significant change to staffing, structure or work practices, the Employer will identify and give reasonable notice to Employees who may be affected and to the NZNO to allow them to participate in the consultative process so as to allow substantive input.

41.1.3 Where the Employer receives an indication of likely significant changes, they undertake to advise staff and the NZNO as soon as practicable of the possibility of these changes.

41.1.4 Where changes are deemed commercially sensitive to the Employer, NZNO and the Employees involved in the management of such change, shall meet with the Employer and endeavour to reach agreement on any necessary and appropriate confidentiality.

41.2 Consultation

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

41.2.2 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.

41.2.3 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.

- 41.2.4 Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
- 41.2.5 The consultation process will give employees affected, or likely to be affected, by any significant change to staffing, structures or work practise, and the NZNO organiser/delegate, the opportunity to put forward their views on any proposals or options developed for change prior to any final decision being made.
- 41.2.6 The process will generally include, but not necessarily be confined to the following:
 - 41.2.6.1 Management will meet with Employees likely to be affected and the NZNO organiser/delegate to outline the probability of change, looking at the current situation and the future, given the factors that could give rise for the change.
 - 41.2.6.2 Management will develop a plan or proposal with options that include possible implications in relation to staffing changes.
 - 41.2.6.3 The plan or proposal will be circulated to Employees likely to be affected and the NZNO organiser/delegate, with a request for submissions within a reasonable and specified timeframe. Alternative proposals or options should demonstrate that the objectives could be met. Management will meet with Employees and the NZNO organiser/delegate for clarification of issues arising from the plan or proposal.
 - 41.2.6.4 Once submissions have been considered, management will make the final decision, and work with the NZNO organiser/delegate to finalise the implementation plan.
 - 41.2.6.5 It is agreed that consideration will be given and maintained in the Employer's basic rights and obligations to operate the business in an efficient, businesslike, safe and professional manner.

42 TERM OF THE AGREEMENT

- 42.1 The commencement date: 1st July 2018
- 42.2 Expiry date: 30 June 2020

43 EXECUTION

IN WITNESS WHEREOF this contract has been executed by the parties on this

19th day of MARCH 2019

SIGNED by the employer

10 Ansta Ewhin

(Name)

[Signature]

(Signature)

As the duly-authorized representative of **WHITE CROSS HEALTHCARE (and Associated Companies)**

SIGNED by NZNO

Sue SHARPE

(Name)

[Signature]

(Signature)

As the duly-authorized official of the **NZ NURSES ORGANISATION**

SCHEDULE ONE: Employers' Clinics (Clause 4)

White Cross Ascot Ltd

90 Greenlane Road East
Remuera

White Cross Baycare Ltd

101 Lunn Ave
Mt Wellington

White Cross Glenfield Ltd

Glenfield clinic
436 – 440 Glenfield Road
Glenfield

Fenwick Medical Centre
217 Shakespeare Road
Milford
Auckland 0620

White Cross Otahuhu Ltd

15 – 23 Station Road
Otahuhu

White Cross St Lukes Ltd

52 St Lukes Road
St Lukes

White Cross Whangarei Limited

121 Bank Street
Whangarei

Westcare White Cross Limited

Henderson clinic
131 Lincoln Road
Henderson

New Lynn clinic
2140 Great North Road
New Lynn

Dr Ponsonby Accident & Medical Clinic Limited

202 Ponsonby Road
Ponsonby

SCHEDULE TWO: Resolution of an Employment Relationship Problem

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

1. Definitions

- 1.1. An “employment relationship problem” includes:
 - 1.1.1. A personal grievance;
 - 1.1.2. A dispute;
 - 1.1.3. Any other problem relating to or arising out of the employment relationship
 - 1.1.4. But does not include any problem with negotiating new terms and conditions of employment.

- 1.2. A “personal grievance” means a claim that an Employee has:
 - 1.2.1. Been unjustifiably dismissed; or
 - 1.2.2. Had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the Employer; or
 - 1.2.3. Been discriminated against in his/her employment; or
 - 1.2.4. Been sexually harassed in his/her employment; or
 - 1.2.5. Been racially harassed in his/her employment; or
 - 1.2.6. Been subjected to duress in relation to union membership.

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

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

2. Time Limit On Raising Personal Grievance

An Employee who believes he/she has a personal grievance must raise the grievance with the Employer within 90 days of the grievance arising (or of the Employee becoming aware that he/she has a grievance).

3. Raising Employment Relationship Problems

- 3.1. An employment relationship problem should be raised and discussed with the Employee’s manager as soon as possible.

- 3.2. The Employee is entitled to seek advice and assistance from a Union representative in raising and discussing the problem.

- 3.3. The Employee, Employer and Union will try in good faith to resolve the problem without the need for further intervention.

4. Mediation

- 4.1. If the problem is not resolved by discussion, any party may (without undue delay) seek the assistance of the mediation services provided by the Department of Labour or if both parties agree, an external, independent mediator.
- 4.2. All parties must co-operate in good faith with the mediator in a further effort to resolve the problem.
- 4.3. Mediation is confidential and, if it does not resolve the problem, is without prejudice to the parties' positions.
- 4.4. Any settlement of the problem signed by the mediator will be final and binding.

5. Employment Relations Authority

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

NOTE: The powers of the Employment Relations Authority, and the remedies it may award, are set out in detail in the Employment Relations Act. NZNO can advise and assist you.

SCHEDULE THREE: Guiding Principles of the Professional Development and Recognition Programme

The Professional Development and Recognition Programme (PDRP) is a process to validate, recognise and reward levels of nursing skill and competence.

- All staff will receive the opportunity for support, education and training to meet the criteria for advancement through the levels.
- The criteria will be applied consistently across the Group.
- The criteria will be achievable, while remaining a challenge to staff.
- The process will be simple, objective and transparent.
- The professional development structure requires commitment to education and development of expertise through opportunities for continuing education. Both the Employer and the Employees have a responsibility to facilitate education.
- Progression through the levels will be based solely on achievement of specified and agreed criteria. Budget considerations will not affect progression.
- Performance management will be integral to the mechanism of this structure, including an annual performance review and coaching.

White Cross professional development and recognition programme (PDRP)

The White Cross PDRP is a programme that is approved and audited by Nursing Council of New Zealand (NCNZ) which complies with legislated requirements and NCNZ policies, guidelines and codes of practice.

Nurses assessed by the programme meet the Council's continuing competence requirements.

The PDRP is managed to ensure it meets all requirements as outlined in the White Cross PDRP resource document and White Cross Healthcare Nurses Collective Agreement.

The White Cross PRDP assessment process shall maintain consistency with other national programmes by regular liaison with the regional and national groups of PDRP Co-ordinators.

The competencies are written and reviewed in consultation with nurses in practice and with reference to the Council's competencies.

Information/education about the programme and assessment processes is made available to all nurses.

The PDRP is reviewed and documentation updated, ensuring this occurs every three years as a minimum requirement, or as required by NZNC audits

The PDRP process ensures assessor selection fulfils criteria needed for assessment of WX portfolio submissions. Nurse assessors are sufficiently qualified in assessment and are able to provide constructive individual feedback on practice evidence. This assessment process is moderated (both internally and externally)

The education programme has a structure and competencies that promote and support ongoing professional development to continue learning and maintain competence and meet the continuing competence requirements. The education programme will facilitate progression to the next level of practice.

Education and support are provided by the programme nurse coordinator and assessors.

Education programme.

Formal education programmes are available for Registered Nurses which are relevant to clinical practice and in line with regulatory authority requirements.

Nurses have opportunities for ongoing professional development activities that are evidence based, that encourage and support nurses to develop their practice and include participating in planned education, such as nurse-led teaching sessions.

All clinical modules are planned and resourced and run at designated times to meet the needs of WX nurses.

Nurses new to White Cross are assigned to an appropriately trained nurse preceptor and are supported in a safe environment; receive clinical/professional supervision, to complete orientation and other learning modules.

Each graduate Registered Nurse will be supported by White Cross to engage in a formal first year of practice programme that ensures development of competence

Appropriate resources are available to support the education programme and PDRP including access to relevant and current learning resources (eg: journals/e-learning, information and tools / workbooks.