

MANIOTOTO HEALTH SERVICES LTD

COLLECTIVE AGREEMENT

1 August 2023 to 30 November 2024



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## COLLECTIVE AGREEMENT

This Collective Agreement is made pursuant to Part 5 of the Employment Relations Act 2000 and 2003

### 1. PARTIES

This collective agreement is entered into between

(a) Maniototo Health Services Ltd (hereinafter referred to as "The Company" or "The Employer").

and

(b) The New Zealand Nurses Organisation (Inc) (NZNO)

### 2. COVERAGE

2.1 This agreement shall apply to employees who are members of the New Zealand Nurses Organisation and who are engaged in nursing work and or those whose work or qualifications are described in the definitions clause below, and or those employees who are engaged in work that supports nursing work.

2.2 Any employee who is engaged by Maniototo Health Services Ltd after the coming into effect of this agreement and is a member of NZNO, or who as a current employee of Maniototo Health Services was not a member of NZNO at the effective date of this agreement but subsequently became a member, shall be deemed to be covered by this agreement.

### 3. DEFINITIONS

"Registered Nurse" A person as defined by the Health Practitioner's Competence Assurance Act 2003 as a Registered Nurse.

"Enrolled Nurse" A person as defined by the Health Practitioner's Competence Assurance Act 2003 as an Enrolled Nurse.

"Health Care Assistant" A person who is an auxiliary to the nursing team who is able to perform tasks in their position description relating to patient care and who works under the direction of a registered nurse or midwife.

"Part-Time Employees" An employee, other than a casual employee, who works on a regular basis but less than the ordinary or normal hours

prescribed in this contract for a full-time employee. Every part-time employee shall be entitled to annual leave as prescribed in Clause 7.1. Salary during annual leave shall be paid for the employees' usual working hours. Part-time employees who wish to work extra duties (up to full-time) should make their availability known and shall be asked to work ahead of casuals but that casuals will also be offered sufficient work to maintain their competency.

In all other cases where a condition is reasonably construed to refer to full time work and the employee is part time; the condition shall apply on a pro rata basis.

"Casual Employee"

An employee who has no set hours or days of work and who is normally asked to work as and when required and does not appear on the fixed roster on a regular basis.

Every casual employee shall be paid 8% gross taxable earnings in lieu of annual leave, to be added to each fortnightly salary payment.

Unless otherwise stated, casual employees have no entitlement to paid leave including days in lieu.

"Domestic Aide"

An employee who is employed to undertake primarily kitchen duties and if time allows, domestic cleaning.

"Service"

The current/continuous service with the company.

Continuous Service

Shall be any service with Maniototo which has not been broken by any single break of more than three Months.

"Temporary/Fixed Term"

An employee who is employed for a specified limited term for a specified project, situation, or event, e.g., to replace an employee on parental leave or long-term illness or accident. There is no expectation of ongoing employment.

Hours of work Divisor

The Divisor for work hours is 2080

#### 4. TERM OF THE AGREEMENT

The term of the agreement will be from 1 August 2023 and expires on 30 November 2024.

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## 5. VARIATION

Any variation to this agreement shall be mutually agreed between the parties and such variation shall be in writing and signed by the parties.

## 6. DUTIES AND OBLIGATIONS

- 6.1 The Company is engaged in the provision of Health Services to the people of Maniototo and surrounding areas.
- 6.2 The Employee is engaged by the Company to provide these services.
- 6.3 The Employees and the Company agree that it is in their mutual interests that the business should be run efficiently and profitably.
- 6.4 The interests of the Employees are important to the Company and the Employees shall be treated fairly and with consideration.
- 6.5 Appointments will be made in accordance with the appropriate job description for the particular position. Employees will be responsible to the Company, by way of the Managers appointed by the Company's appointed Directors.
- 6.6 During the currency of their employment the Employees agree to:
  - Work in partnership with Maniototo Health Services Limited in the endeavour to promote and protect the interests of the Company.
  - To carry out all reasonable and lawful directions related to positions held, while ensuring patients are delivered safe, quality, and effective care.

## 7. POLICIES AND PROCEDURES

All employees shall comply with the Company's policies and procedures which underpin the services provided. All policies and Procedures are written to comply with contractual, legal and employment requirements to ensure the well-being and safety of employees and consumer/Kiritaki.

## 8. EMPLOYEES CODE OF CONDUCT

This code outlines the rights and responsibilities of employees of the Company. It is intended to outline the boundaries of roles and state clearly the expectations the company has of employees.

## 9. HOURS OF WORK

- 9.1 The parties note that the Health & Safety at Work Act 2015 requires the employer to take all practicable steps to prevent harm occurring to employees from the way work is organised.

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- 9.2 In designing and implementing shift rosters to meet service needs, the employer shall ensure the disruption, personal health effects and fatigue associated with shift work are minimised for the group of workers involved.
- 9.3 The employer will endeavor to ensure safe staffing levels and appropriate skill mix in work areas. There shall be a programme of regular monitoring of staffing levels and skill mix. Any identified staffing deficiencies shall be addressed. In the event that an acute staffing shortage cannot be alleviated, patient cares, and the volume and range of services may be reduced in accordance with direction by the hospital manager and employer policies. When an incident occurs related to inappropriate staffing levels and/or skill mix, or a situation arises that a staff member believes may contribute to unsafe practice, it shall be reported to the person in charge and the appropriate incident report submitted. All such incidents shall be investigated and an NZNO delegate will be involved in investigations and corrective measures, via mechanisms to be determined at MHSL through consultation with local NZNO representatives.
- 9.4 The ordinary working hours of an employee employed full-time shall be 80 per fortnight.
- 9.5 Employees will normally work 8 hours a day/shift in duration, except those part-time employees by mutual agreement between the employer and the employee, may work shifts of no less than 3 hours. This may be varied by agreement between the employer and employee.
- 9.6 Rosters will be published not less than 28 days prior to the commencement of the roster, provided that less notice may be given in exceptional circumstances. Rosters posted will show duties for a minimum 28-day period. Changes in rosters, once posted, shall be by mutual agreement.
- 9.7 Where the employer clearly identifies that alterations in staff hours are required the hours of work may be varied by agreement between the employees affected, NZNO and the employer. Such agreement shall be put in writing and signed.
- 9.8 Other than in an emergency, no employee shall work more than five consecutive 8-hour duties, unless agreement is reached between MHSL and the employee.
- 9.9 Where possible, every employee shall have two periods of at least 24 hours off duty each week, except in the case of emergencies or by mutual agreement between MHSL and the employee, these shall be consecutive when practicable. Wherever practicable, when an employee finishes their last night shift, the off-duty period commences after the minimum break between shifts.
- 9.10 A break of at least twelve continuous hours must be provided wherever possible between any two periods of duty of a full shift or more, unless otherwise mutually agreed. Note: if the employee requests a lesser break the overtime payments will not apply.
- 9.11 If a break of at least nine continuous hours cannot be provided between periods of a full shift, the shift is to be regarded as continuous until a break of at least nine continuous hours is taken, and it shall be paid at overtime rates, with proper regard to the time at which it occurs and the amount of overtime which precedes it, unless otherwise agreed.

- 9.12 If a call back of less than a full shift is worked between two periods of duty of a full shift or more, a break of nine continuous hours must be provided, either before or after the call-back. If such a break has been provided before the call-back it does not have to be provided afterwards as well.
- 9.13 Notwithstanding the foregoing conditions staff may be permitted to change shifts one with another by mutual arrangement Overtime or other penalty provisions shall not apply in these instances. For the purposes of public holidays, the employee working the shift or other duty shall take up all the entitlements due.
- 9.14 Any duty, once commenced, shall be continuous unless otherwise agreed between the employer and the employee.
- 9.15 A minimum of half an hour (unpaid) shall be allowed for a meal break in any shift lasting longer than five hours except that when the Registered Nurse is unable to be relieved from work for a meal break, they shall be allowed a meal on duty and this period shall be regarded as working time and paid accordingly. This shall also apply to Enrolled Nurses/Health Care Assistants on the night shift when they cannot be relieved for a meal break as outlined in clause 9.16 and on an afternoon shift when there are only two staff members on duty
- 9.16 Breaks of ten minutes for morning tea, afternoon tea or supper where these occur during a duty, shall be allowed as time worked. Tea, coffee, milk, sugar, and hot water will be provided free of charge. The company does not provide meals or food for employees. The company provides a meal for employees on night shift.
- 9.17 The working week shall start and end at 2245 Sunday.
- 9.18 A "duty" will be deemed to belong to the day on which the majority of it is worked.
- 9.19 The Divisor for work hours is 2080.

## 10. LEAVE

### 10.1 Annual Leave

- 10.1.1 After 12 months' employment employees shall be entitled to annual leave. Leave may be anticipated with the agreement of the General Manager.
- 10.1.2 Full time staff shall be granted 20 days' annual leave. This entitlement will be applied on a pro rata basis for part time employees. This leave is in addition to statutory holiday.
- 10.1.3 The Company encourages healthy use of Annual Leave.
- 10.1.4 There will be no accrual beyond two (2) years.
- 10.1.5 Where possible, applications for annual leave must be lodged at least four (4) weeks prior to the date of the annual leave period: approval for such leave will be notified where possible within two (2) weeks of the receipt of the application. Notwithstanding the preceding sentence,

intention to take annual leave must be notified at least seven (7) days prior to the date when it is desired to be taken, but the approval of such "short notice" leave will be at the Nurse Manager's or in their absence the General Manager's discretion.

- 10.1.6 The Clinical Nurse Manager will be responsible for arranging cover for periods of leave granted.
- 10.1.7 Holiday pay may be made either as a separate payment prior to the leave period starting or paid on the usual pay day, at the employees' choice.
- 10.1.8 Annual Leave balances will be expressed in hours on pay sheets. Sick leave will be expressed in days.
- 10.1.9 Maniototo Health Services will not promote requests for the pay out of one week's annual leave.
- 10.1.10 Recreation Leave An employee who has more than twelve (12) months continuous service with the company and who works more than three (3) duties per week, shall be granted eight (8) hours recreation leave on pay, on a day not being a statutory holiday. An employee works less than three (3) days a week will be granted four (4) hours on pay as recreation leave, not being a statutory day. Recreation leave may not be carried forward. Therefore, if not taken the recreation leave from the previous year will be cancelled.

**10.2 Public Holidays**

- 10.2.1 Every employee shall be entitled to not less than twelve (12) public holidays which shall be taken at times agreed upon between the Employer and Employees. For the purposes of this contract, public holidays are the following designated days.

New Year's Day
The day after New Year's Day
Waitangi Day
Good Friday
Easter Monday
ANZAC Day
Sovereigns Birthday
Matariki
Labour Day
Christmas Day
Boxing Day
Otago Anniversary Day



- 10.2.2 When one of the above public holidays fall on a day which the employee is rostered to work, another paid day off will be granted to be taken at a mutually agreed time.
- 10.2.3 When employees work on Christmas Day, Boxing Day, New Year's Day, and the day after New Year's Day they will be paid double time (T2). All other public holidays as provided above they will be paid T.5 in addition to the ordinary hourly rate.
- 10.2.4 Where an employee is granted or required to take leave on a public holiday (such leave not being a normal rostered day or days off). The employee shall be paid at the ordinary rate for the hours they would normally have worked on that day.
- 10.2.5 Where an employee's rostered day off falls on a public holiday, they shall be granted one day in lieu at a mutually agreed date within a twelve (12) month timeframe.
- 10.2.6 Part-time and casual employees shall be entitled to an alternative day when working a public holiday.
- 10.2.7 If the roster is not fixed (floating days) the employee shall receive a day in lieu if the public holiday falls on the day of the week that they worked more than 40% of the time over the last 3 months (4 of those days over 12-week period).

### 10.3 Sick Leave

- 10.3.1 A full-time employee shall be entitled in each period of 12 months for which they work for the employer, to fifteen days sick/domestic leave.
- 10.3.2 An employee who works:
  - (i) 0.9-1.0 FTE shall be entitled to 15 days per annum sick/domestic leave
  - (ii) 0.7-0.8 FTE shall be entitled to 12 days per annum sick/domestic leave
  - (iii) all other employees shall be entitled to 10 days per annum
- 10.3.3 The employee can accumulate their entitlement up to a maximum of 60 days. Any unused portion of the first ten (10) days entitlement, up to a maximum of fifteen (15) days, can be carried over from year to year and will be paid at relevant daily pay, in accordance with the Holidays Act 2003. The employer will meet the cost for any medical certificate as may be required by the employer. No medical certificate will be requested unless the period of sick leave taken is greater than three days.
- 10.3.4 Where an employee has a consistent pattern of short-term Sick Leave, or where those absences are more than 10 working days/shifts or more in a year, then the employee's situation may be reviewed in line with MHSL policy and Sick Leave practices. The focus of the review will be to assist the employee in establishing practical arrangements to recover from sickness or injury.

- 10.3.5 The employee must notify the Registered Nurse on duty of the impending absence, wherever possible, 24 hours prior to work starting, to allow for the rosters to be amended. In all cases notification must be prior to the beginning of the shift/s in question.
- 10.3.6 The sick leave provisions prescribed in the Holidays Act are incorporated within the like provisions contained in this contract - they are not in addition thereto.
- 10.3.7 In granting time off the employer's approach will be in a culturally sensitive manner.

#### 10.4 Minor Illness

Where, through the usual course of their work, the employee has contracted MRSA which could have a detrimental effect on the patients or other staff in the employer's care, the employer may, at its discretion either

- (i) Place the employee on suitable alternative duties or
- (ii) Direct the employee to take leave on full pay. Such leave shall not be a charge against the employees sick and domestic leave entitlement

#### 10.5 Bereavement/Tangihanga leave

- 10.5.1 Each employee will be entitled up to three (3) days paid leave after six (6) months employment upon death of an immediate family member.
- 10.5.2 Each employee will be entitled up to one (1) day paid leave in the event of a death outside the immediate family that causes a person to suffer a bereavement, at the Hospital Manager's discretion.
- 10.5.3 Bereavement Leave for Miscarriage. Each employee will be entitled to three days paid bereavement leave on the end of the employee's, or another person's, pregnancy by way of miscarriage or still-birth, where:
- (i) the employee is the person's spouse or partner;
  - (ii) the employee is the biological parent and the person's former spouse or partner; or
  - (iii) the employee or their spouse or partner had undertaken to be the primary carer of a child born as a result of pregnancy.

#### 10.6 Family Violence

- 10.6.1 On the completion of 6 months of current continuous service, the employee will be entitled to up to 10 days domestic violence leave in accordance with the Family Violence Act (2018) and Holidays Act (2003), subject to eligibility under these acts.

10.6.2 The employee will also be entitled to request flexible working arrangements for a period of up to two months in accordance with the Employment Relations Act 2000, subject to eligibility under this act.

#### 10.7 Other leave

Jury Service leave, Civil Defence leave, Military Service leave, time off to vote are all acknowledged as being covered by applicable statute.

#### 10.8 Leave without pay

Leave without pay will normally only be granted when all other leave balances are exhausted, in some circumstances this arrangement may be altered by mutual agreement.

#### 10.9 Long service Leave

10.9.1 An employee shall be entitled to long service leave of one week upon completion of a ten-year and twenty-year period of current continuous service with MHSL. Such entitlement may be accrued.

10.9.2 Long Service Leave will be paid for each week of leave on the same basis as annual leave (10.1) in accordance with Holidays Act 2003. This will be based on the employee's FTE status at the time of taking the leave. Wherever practicable long service leave is to be taken in periods of not less than a week.

10.9.3 Continuous service shall be from commencement of employment.

10.9.4 Leave without pay in excess of three months taken on any one occasion will not be included in the 10-year qualifying period, with the exception of Parental Leave.

10.9.5 The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment.

10.9.6 In the event of the death of an employee who was eligible for long service leave but has not taken the leave, any monies due will be paid to the deceased estate.

#### 10.10 Parental Leave

10.10.1 Statement of principle - The parties acknowledge the following provisions are to protect the rights of employees during pregnancy and on their return to employment following parental leave and is to be read in conjunction with the Parental Leave and Employment Protection Act 1987 and Amendments 2002 (referred to as the Act in this clause 10), Employees should seek the advice of their manager, Human Resources or NZNO in applying for parental leave. Advice on parental leave is also available from Employment New Zealand ([www.employment.govt.nz](http://www.employment.govt.nz)). Advice on parental leave payments is available from the Inland Revenue Department ([www.ird.govt.nz](http://www.ird.govt.nz).)

10.10.2 Entitlement and eligibility - Provided that the employee assumes or intends to assume the primary care as defined in the Act, or is the primary carer or partner of a primary carer, the entitlement to parental leave is:

- (i) in respect of every child born to them or their partner;
- (ii) in respect of every child under six years of age, where the employee becomes a primary carer for the child;
- (iii) where two or more children are born at the same time or where the employee becomes a primary carer for two or more children under six years of age within a one-month period, for the purposes of these provisions the employee's entitlement shall be the same as if there were only one child.

10.10.3 Parental leave of up to twelve months is to be granted to employees with at least one year's service at the time of commencing leave.

- (i) Parental leave of up to six months is to be granted to employees with less than one year's service at the time of commencing leave.
- (ii) Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of the employer.
- (iii) The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by the employer. The parental leave may be taken in more than one continuous period, with the start and finish dates of each additional period, and any extension of parental leave past the anniversary date of the commencement of parental leave, to be agreed between the employer and the employee.
- (iv) Pursuant to Part 3 (A) of the Act employees who are not entitled to primary carer leave may request a period of negotiated carer leave from their employment. Negotiated carer leave may enable the employee to receive parental leave payments from IRD if they meet the parental leave payment threshold test.

10.10.4 In cases of adoption of children of under six years of age, parental leave shall be granted in terms of 10.2 and 10.3 above, providing that fourteen days' notice is given before the employee intends to assume the responsibility for the care of the child. Evidence of an approved primary care placement shall be provided to the employer's satisfaction.

10.10.5 Employees intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner or midwife certifying the expected date of delivery. The provision may be waived where the employee becomes a primary carer for a child under the age of six or in circumstances outside the control of the employee.

10.10.6 The commencement of leave shall be in accordance with the provisions of the Parental Leave and Employment Protection Act 1987.

10.10.7 An employee absent on parental leave is required to give at least one month's notice to the employer of their intention to return to duty. When returning to work the employee must report to duty not later than the expiry date of such leave. NOTE: It is important that employees are advised when they commence parental leave that, if they fail to notify the employer of their intention to return to work or resign, they shall be considered to have abandoned their employment.

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

10.10.9 Job protection -

- (a) Subject to 10.10 below, an employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:
  - (i) at the equivalent salary, grading;
  - (ii) at the equivalent weekly hours of duty;
  - (iii) in the same location or other location within reasonable commuting distance; and
  - (iv) involving responsibilities broadly comparable to those experienced in the previous position.
- (b) Where applicable, employees shall continue to be awarded increments when their incremental date falls during absence on parental leave.
- (c) Parental leave shall be recognised towards service-based entitlements, i.e.: annual leave and sick leave. However, parental leave will not contribute to Retiring Gratuities allowance calculations.

10.10.10

- (a) Where possible, the employer must hold the employee's position open or fill it temporarily until the employee's return from parental leave. However, in the event that the employee's position is a "key position", the employer may fill the position on a permanent basis if they meet the requirements set out in the Act.
- (b) Where the employer is not able to hold a position open, or to fill it temporarily until an employee returns from parental leave, or fills it permanently on the basis of it being a key position, and, at the time the employee returns to work, a similar position (as defined in 10.9 (a) above) is not available, the employer may approve one of the following options:
  - (i) an extension of parental leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or
  - (ii) an offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in 10(b)(i) above for up to 12 months; or

- (iii) the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of 10(b)(i) above for up to 12 months:

provided that, if a different position is accepted and within the period of extended parental leave in terms of 10(b)(i), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or

- (iv) where extended parental leave in terms of 10.10(b)(i) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 28.3 of this contract.

10.10.11 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 10.9(a) above, parental leave shall cease.

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

10.10.13 Parental leave absence filled by temporary appointee If a position held open for an employee on parental leave is filled on a temporary basis, the employer must inform the temporary appointee that their employment will terminate on the return of the employee from parental leave.

10.10.14 Employees on parental leave may from time to time and by agreement work occasional duties during the period of parental leave and this shall not affect the rights and obligations of either the employee or the employer under this clause.

## 11. STAFF DEVELOPMENT

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

11.1 The employer shall grant professional development leave of up to 32 hours per calendar year for full time employees (pro rata to no less than 8 hours per calendar year for part time employees) who are registered/enrolled nurses. This leave is to enable employees to complete qualifications, to attend courses and to undertake research or projects that are relevant to the employer, and which facilitate the employee's growth and development. 8 hours per calendar year shall be available for Health Care Assistants and Domestic Staff. Prior approval of the employer must be obtained.

11.2 Gaining and developing cultural knowledge shall be grounds to apply for professional development leave.

- 11.3 Professional development leave will be granted at T1 rate and shall not accumulate from one year to the next.
- 11.4 Any claim for expenses must be approved in advance and will be considered on a case-by-case basis.
- 11.5 Staff working 0.5 FTE and above who are preparing a portfolio, obtaining, or maintaining skill levels associated with the Professional Development and Recognition Programme are entitled to additional leave in order to undertake research or study associated with meeting the PDRP requirements as follows:

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

## 12. PROFESSIONAL DEVELOPMENT AND RECOGNITION PROGRAMMES

In recognition of the importance of increasing the number of expert/accomplished and proficient nurses, an employee who reaches the following levels will receive a pro-rate allowance as long as s/he maintains that level of practice. All levels of practice allowances shall be made as a lump sum payment quarterly.

The rates of these allowances are as follows:

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

- 12.1 Self-development to meet the needs of the position is seen as part of the employee's normal duties. Accordingly, time may be taken for the purpose of study relevant to the position. All applications will be considered and may be granted at the General Manager's discretion.
- 12.2 In-service education needs to be provided for on a regular (two (2) monthly) basis and should be appropriate to the group of staff as decided by Nursing Manager.

## 13. REMUNERATION

- 13.1 An annual salary shall be paid in consideration of the provision by the employee of their services to the employer based on a flat hourly rate as follows:

<b>Registered Nurse &amp; Registered Midwife</b>	<b>1/08/2022</b>	<b>20/06/2023</b>	<b>1/12/2023</b>
Step 1	\$ 58,187.79	\$ 66,570	\$ 73,566
Step 2	\$ 62,986.56	\$ 72,061	\$ 79,304
Step 3	\$ 66,913.95	\$ 76,554	\$ 83,999
Step 4	\$ 70,698.17	\$ 80,883	\$ 88,523
Step 5	\$ 78,550.89	\$ 89,868	\$ 97,912
Step 6	\$ 80,907.53	\$ 92,563	\$ 100,728
Step 7	\$ 83,334.21	\$ 95,340	\$ 103,630
Step 8 (combined with Step 7 from 20/06/2023)	\$ 87,581.93		

13.2 All other progress through the steps is by annual increment on their anniversary date and subject to satisfactory performance, which will be presumed unless the employee has been advised.

13.3 Community District Nurses

Community District Nurses will move step to step 7.

13.4 A merit step of 5% on current base rate will apply to the EN to reflect the nature of District Nursing requirements

<b>Enrolled Nurse</b>	<b>1/08/2022</b>	<b>20/06/2023</b>	<b>1/12/2023</b>
Step 1	\$ 54,433.60	\$ 61,146	\$67,898
Step 2	\$ 57,137.60	\$ 63,980	\$70,859
Step 3	\$ 61,339.20	\$ 68,990	\$76,095
Step 4	\$ 62,836.80	\$ 71,300	\$78,509
Step 5 (new)		\$ 73,609	\$80,921

13.5 All other progress through the steps is by annual increment on their anniversary date and subject to satisfactory performance, which will be presumed to be the case unless the employee has been advised otherwise.

<b>Caregivers/HCA</b>	<b>1/07/2022</b>	<b>1/12/2023</b>
Step 1	\$ 46,779.20	\$ 47,714.78
Step 2	\$ 50,044.80	\$ 51,045.70
Step 3	\$ 54,412.80	\$ 55,501.06
Step 4	\$ 58,760.00	\$ 59,935.20

13.6 The additional pay band level 4a applies to existing employees who have not achieved a Level 4 Certificate and who complete 12 years or more of continuous service after 1 July 2017.



### 13.7 Senior Nurses Scale

Designated Senior Nurse	1/08/2022	20/06/2023	1/12/2023
Grade 1 (formerly Grade 3)	\$ 93,629.06	\$ 95,576	(removed)
	\$ 96,856.05	\$ 99,253	\$ 110,704
	\$ 103,785.89	\$ 106,016	\$ 117,907
Grade 2 (formerly Grade 4)	\$ 98,962.40	\$ 101,089	\$ 112,660
	\$ 102,562.25	\$ 104,765	\$ 116,575
	\$ 109,345.83	\$ 111,695	\$ 123,955
Grade 3 (new for MHSL, formerly Te Whatu Ora Grade 5)		\$ 106,601	\$ 118,530
		\$ 110,282	\$ 122,450
		\$ 117,373	\$ 130,002

### 13.8 Domestic and Kitchen Aides

Kitchen Aides	1/07/2022	1/12/2023
Step 1	\$ 46,779.20	\$ 47,714.78
Step 2	\$ 50,044.80	\$ 51,045.70
Step 3 (new)	n/a	\$ 55,501.06
Domestics	1/07/2022	1/12/2023
Step 1	\$ 46,779.20	\$ 47,714.78
Step 2	\$ 50,044.80	\$ 51,045.70
Step 3 (new)	n/a	\$ 55,501.06

13.8.1 Progression to Step 2 for Domestic and Kitchen Aides is on first anniversary. Progression to Step 3 is on fifth anniversary or completion of approved qualification, if applicable.

## 14. OVERTIME

14.1 Payment of overtime rate is to be paid only in accordance with this clause and where authorised in advance. These extra hours must be documented on time sheet and will be paid in the following pay period.

14.2 Overtime is time worked in excess of:

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

14.3 Overtime will be paid at the following rates:

- From 2300 Friday to Monday 0700 shall be paid at double the ordinary rate (T2).
- Overtime worked on any day (other than a public holiday or weekends as above) be paid at one and half times the normal hourly pay rate (T1.5).

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

14.5 Notwithstanding that an employee may qualify for overtime as provided in this clause overtime shall not be paid where the employee has arranged an interchange of periods of work as set out in clause 9.5

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

## 15. CALL-BACK

15.1 Call back is where the Employee is authorised by the Employer to be called to work outside scheduled hours of duty. The Employee shall be paid for a minimum of two hours, or for actual work time at normal hourly rates.

15.2 A team approach to staffing means that all shifts should be shared on a rotating roster, to ensure equity of salary. All shifts will be staffed by not less than two (2) employees at any time

## 16. PAYMENT FREQUENCY

Payment of salary is to be made fortnightly on the Tuesday following the pay period, by direct credit to the bank account as nominated by the employee.

## 17. SNOW POLICY

If an employee is unable to attend work due to adverse weather conditions resulting in road closures, they are to discuss with their line manager their individual situation. Employees are expected to work from home where possible and attend work as soon as conditions allow. For the hours they are unable to work, they will be paid at ordinary time rate.

## 18. ALLOWANCES

### 18.1 Shift allowance

Any employee who works evening, night or weekend duty shall be paid in addition to their hourly rate a shift allowance as follows

- Night T1.25 (8.00pm – 7.00am)
- Weekend T1.5

Any duty where the majority of the ordinary hours are worked between 2245 Friday and 2315 Sunday. All hours worked during this period qualify for the week-end shift allowance payment.

Note: Only one allowance is payable per shift. Clause 18.1 covers and applies to all staff; Registered Nurses, Enrolled Nurses, HCA/Caregivers, and Kitchen and Domestic Aides.

### **18.2 Higher duties allowance**

Where an employee performs the duties of the higher position for more than five consecutive days, the allowance payable 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 period for which higher duties allowance will be paid commences on the first working day on which the higher duties are performed.

### **18.3 Shift Leader**

A shift leader allowance is payable at \$3.00 an hour in the weekends when sole charge with no doctor or Prime present.

### **18.4 On Call**

For each hour on call employees will receive \$8.00 per hour for weekdays and weekends and \$10.00 per hour for Public Holidays, with a minimum of two hours payable.

### **18.5 Sleep Over**

For Registered Nurses, who sleep over while an Enrolled Nurse or Healthcare Assistants are in charge, they will be paid their usual hourly rate for the 8.5-hour shift and will be paid penal rates only if they are woken to assist on the ward.

### **18.6 Payment for time worked for cold calls**

A payment of \$40.00 will be made for time worked as a result of a cold calls occurring within 5 hours of the shift commencing.

## **19. NEW EMPLOYEES**

Any employee who is offered employment in one of the positions outlined in the Coverage Clause and who is not a member of NZNO shall for the first 30 days of their employment be covered by the terms and conditions of this agreement.

If that new employee elects during those first 30 days to have continued coverage under the agreement, the employee shall join NZNO and shall confirm their NZNO membership in writing to the employer.

## **20. PRACTISING CERTIFICATE**

If the employee is required by law to hold a current practicing certificate, the cost of this will be reimbursed by the Company on production of the certificate.

## 21. TERMINATION

The employee/employer may terminate the employment agreement with four weeks written notice, unless otherwise negotiated with the employer. Agreement for a shorter notice period will not be unreasonably withheld.

21.1 Your employment may be terminated immediately without notice or payment in lieu of notice for any of the following:

- (i) wilful disobedience of instructions or dishonesty or negligence in carrying out duties.
- (ii) breach of your contractual duties or obligations.
- (iii) bringing the company into disrepute or behaving in any way damaging to the company.
- (iv) being convicted of a criminal offence

## 22. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

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

### 22.1 Definitions

- (a) An "**employment relationship problem**" includes:
  - (i) A personal grievance
  - (ii) A dispute
  - (iii) Any other problem relating to or arising out of the employment relationship but does not include any problem with negotiating new items and conditions of employment.
- (b) A "**personal grievance**" means a claim that an employee:
  - (i) Has been unjustifiably dismissed; or
  - (ii) Has had their employment, or their conditions of employment, affected to their disadvantage by some unjustifiable action by the employer; or
  - (iii) Has been discriminated against in their employment, or
  - (iv) Has been sexually harassed in their employment, or
  - (v) Has been racially harassed in their employment, or
  - (vi) Has been subjected to duress in relation to union membership.

**NOTE:** The terms used in this clause have precise legal meanings which are set out in detail in the Employment Relations Act 2000. Employees who believe they have a personal grievance should seek the advice of the Union.

- (c) A "dispute" is a disagreement over the interpretation or application of an employment agreement.

**NOTE: Time limit on raising a personal grievance / dispute:**

An employee who believes they have a personal grievance must make the employer aware of the grievance within 90 days of the grievance arising (or of the employee becoming aware that they have a grievance).

## 22.2 Raising Employment Relationship Problems

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

## 22.3 Mediation

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

## 22.4 Employment Relations Authority

- (a) If the problem is not resolved by mediation, it may be referred to the Employment Relations Authority for investigation and determination.
- (b) **NOTE:** The powers of the Employment Relations Authority, and the remedies it may award, are set out in detail in the Employment Relations Act 2000.

## 23. REDUNDANCY

If this should occur, and if possible, to do so, the Company will endeavour to give four weeks' notice. The Company will not however be bound to this. In no case will any payment or compensation be made to the employee if redundancy shall occur.

**24. CONFIDENTIALITY**

24.1 Employees shall not utilise or disclose confidential information in regard to the Company's operations, business, clients, or patients acquired by or available to them in the course of their employment or use such information without the employer's prior authorisation.

24.2 This shall not prevent employees from making appropriate ethical/professional disclosures regarding individual issues to appropriate professional bodies provided they have advised the employer of their concerns in the first instance.

24.3 On the termination of employment all such matters shall remain confidential and shall not be utilised or disclosed without the consent of the employer, or authorised employer representative.

**25. NZNO ACCESS TO THE WORKPLACE**

25.1 The authorised NZNO representative shall be entitled to enter the workplaces 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.

25.2 When the NZNO representative enters the workplace, they will advise the manager they are entering the workplace and if the manager is not present the NZNO representative will leave written notice of the visit.

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

**26. EMPLOYMENT RELATIONS EDUCATION LEAVE**

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

<b>FTE eligible employees as at 1 March each year</b>	<b>Maximum number of days of employment relations education leave that NZNO is entitled to allocate as a union</b>
1 – 5	3
6 – 50	5
51 – 280	1 day for every 8 FTE eligible employees or part of that number

281 or more	35 days plus 5 days for every 100 FTE eligible employees or part of that number that exceeds 280
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26.2 For the purposes of this clause, calculating the number of full-time equivalent eligible employees employed by an employer:

- (a) an eligible employee who normally works 30 hours or more during a week is to be counted as one;
- (b) an eligible employee who normally works less than 30 hours during a week is to be counted as one-half

26.3 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.

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

26.5 The provision of Part 7 of the Employment Relations Act 2000 shall apply where any provision or entitlement is not provided for or is greater than specified in the clauses above.

## 27. NZNO MEETINGS

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

- (a) At least 14 days' notice of the meetings shall be given.
- (b) Work shall resume as soon as practicable after the finish of the meeting.
- (c) NZNO will consult with the employer to ensure that the employer's business is able to be maintained during any NZNO meeting.

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

### 27.3 Delegate / Workplace Representative

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

staff surplus, and representing employees. With the understanding that the meetings fit in with workload and are in on duty time.

Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.

The amount of paid time off and facilities provided shall be sufficient to enable delegates and Convenors of delegates (where these positions exist) to give adequate consideration to the issues in the workplace.

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

## 28. HEALTHY WORKPLACES

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

- (a) Having the appropriate levels of staff, skill mix, experience, and resourcing to achieve a match between demand and capacity
- (b) Systems, processes, and work practices that ensure efficient scheduling and a credible, consistent, and timely response to variance in demand
- (c) A workplace culture between employees and their managers that reflects an understanding and actively advocates a balance between safe quality care, a safe quality work environment and organisational efficiency.
- (d) Recognition that everyone can be a leader by using the authority (expertise) vested in their role to participate and constructively engage with others.
- (e) The development of a learning culture that emphasizes employees at all levels being given the opportunity to extend their knowledge and skills, as identified in their performance development plans where they are in place.
- (f) Appreciation that good patient outcomes rely on the whole team and that teams need opportunities to work and plan together.
- (g) Having the right tools, technology, environment, and work design to support health and safety and to ensure effective health care delivery. This includes the opportunity to be involved in the decisions about what is needed and when.

28.2 Within 6 months of ratification of the Collective Agreement a Joint NZNO/Employer Healthy Workplace Group will be implemented.



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

## 29. CO-OPERATION CONSULTATION AND MANAGEMENT OF CHANGE

### 29.1 Introduction

29.1.1 The parties to this collective agreement recognise they have a mutual interest in ensuring that health services are provided professionally, efficiently, and effectively, and that each has a contribution to make in this regard.

29.1.2 Regular consultation between the employer, its employees and the NZNO is essential on substantive matters of mutual concern and interest. Effective communication between the parties will allow for:

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

29.1.3 Therefore, the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters.

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

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

29.1.6 Where an employer receives an indication of potential significant changes, they undertake to advise staff and the NZNO as soon as practicable of the possibility of these changes.

### 29.2 Consultation

29.2.1 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.

29.2.2 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.

29.2.3 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.

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

29.2.5 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.

29.2.6 The process shall be as follows:

- (a) The initiative being consulted about should be presented by the employer as a “proposal” or “proposed intention or plan” which has not yet been finalised.
- (b) Sufficient information must be provided by the employer to enable the party/parties consulted to develop an informed response.
- (c) Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.
- (d) Genuine consideration must be given by the employer to the matters raised in the response.
- (e) The final decision shall be the responsibility of the employer.

### 29.3 Staff Surplus

When as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the reorganisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in the subclause 22.3.3 below shall be invoked and decided on a case by case basis in accordance with this clause.

29.3.1 Where an employee's employment is being terminated by the employer 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 to the employee if:

- (a) The person acquiring the business, or the part being sold or transferred -
  - (i) has offered the employee 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 as if it were continuous; and
- (b) The conditions of employment offered to the employee by the person acquiring the business or the part of the business being sold or transferred are the same as, or are no less favourable than, the employee's 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 the part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either:
  - (i) in the same capacity as that in which the employee was employed by the Employer, or
  - (ii) in any capacity that the employee is willing to accept.

When condition (b) is not met, the employer may offer a lump payment equivalent to what the difference between the current wage and the new wage would be over a two-year period.

Where the person acquiring the business does not offer the employee employment on the basis of (a), (b) and (c) above, the employee will have access to the Staff Surplus provisions.

29.3.2 Notification of a staffing surplus shall be advised to the affected employees and their Union at least one month prior to the date of giving notice of severance or enhanced early retirement to any affected employee. This date may be varied by agreement between the parties. During this period, the employer and employee, who can elect to involve their Union Representative, will meet to agree on the options appropriate to the circumstances. Where employees are to be relocated, at least three months' notice shall be given to employees, provided that in any situation, a lesser period of notice may be mutually agreed between the employee and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

29.3.3 The following information shall be made available to the Union representatives in respect of affected employees they represent:

- (i) the location/s of proposed surplus
- (ii) the total number of proposed surplus employees
- (iii) the date by which the surplus needs to be discharged
- (iv) the positions, grading, names, and ages of the affected employees
- (v) availability of alternative positions at Maniototo.

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On request the Union representative will be supplied with relevant additional information where available.

#### **29.4 Job Search**

Employees will be assisted to find alternative employment by being able to have a reasonable amount of time off work to attend job interviews without loss of pay. This is subject to the team leader/manager being notified of the time and location of the interview before the employee is released.

#### **29.5 Counselling**

Counselling for the employee and their family will be made available as necessary.

### **30. HEALTH AND SAFETY REQUIRMENTS**

The parties to this contract express their commitment to the Agreement to Develop a System and Process for Employee Participation in Workplace Health and Safety signed on the 31<sup>st</sup> of July 2003.

The employer recognises that to fulfil their function health and safety delegates require adequate training, including unit standard 29315 (Describe the role and functions of the Health and Safety Representative in a New Zealand workplace) paid time and facilities.

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

### **31. PAY EQUITY**

Pay equity and potential Te Whatu Ora increase:

31.1 In the event that the NZNO Pay Equity claim in the Te Whatu Ora MECA increases rates of pay for those covered by it, Maniototo Health Services will meet with NZNO with a view to varying the NZNO/Maniototo Health Services collective agreement to match any increases within six weeks of ratification of the Pay Equity settlement by NZNO members employed by Te Whatu Ora.

31.2 Maniototo Health Services Ltd agrees to meet to discuss the pass on of any additional funding it receives from the Government, Ministry of Health, or Te Whatu Ora for pay parity with the NZNO/Te Whatu Ora MECA. MHSL are committed to achieving pay parity for all staff with people filling the same roles in Te Whatu Ora and agrees to immediately pass on funding, once received.

### **32. COMPLETENESS**

This agreement replaces all previous written or verbal agreements and understandings. This is a full record of employment conditions. Any further changes shall be mutually agreed upon and added as per clause 2.0 as a variation to this agreement.

DECLARATION DATED at this day of 2024

**Signed** on behalf of  
MANIOTOTO HEALTH SERVICES LTD by:

Name Thelma Brown, General Manager

Signature *Thelma Brown*

Date: 23.5.2024

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

Name Beth Strickland, Organiser

Signature *B Strickland*

Date: 22/05/2024