



**Mercy Hospice Auckland Limited**

**And**

**New Zealand Nurses Organisation**

**Collective Employment Agreement**

1 April 2022 to 31 March 2024

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## 1.0 COVERAGE OF AGREEMENT

This agreement (the "**Agreement**") is made pursuant to sections 51–56 of the Employment Relations Act 2000.

1.1 This Agreement shall apply to those Employees employed by Mercy Hospice Auckland Limited ("**Mercy Hospice Auckland**") and:

(i) engaged in clinical nursing, community nursing and care giving; and

(ii) shall include any person performing the work as defined in Clause 3, Categories of Employment; and

(iii) this Agreement does not include Employees who are employed on individual employment agreements.

1.2 Nurses employed in more senior positions to those classified herein shall have conditions in their individual employment agreements no less favourable overall than the conditions of this Agreement.

## 2.0 PARTIES TO AGREEMENT

### 2.1 Parties

The parties to this Agreement shall be Mercy Hospice Auckland Limited (hereinafter referred to as the "Employer and/or Mercy Hospice Auckland" and the New Zealand Nurses Organisation Incorporated (the "**NZNO**").

### 2.2 New Employees

(a) New Employees whose work is covered by the coverage clause of this Agreement (Clause 1.1 above) will be, on commencement of employment, provided with information concerning this Agreement and the NZNO pursuant to sections 62 and 62A of the Employment Relations Act 2000.

(b) The new Employee shall from the date of becoming a union member, be entitled to all benefits under this Agreement. Further to this the provisions of Section 62 of the Employment Relations Act 2000 shall apply.

(c) If an Employee covered by this Agreement leaves the employment of the Employer, then the Employee shall no longer be covered by this Agreement.

### 2.3 Existing Employees

(a) Existing Employees who are covered by the coverage clause of this Agreement may become union members at any time. Employees shall, from the date of becoming a union member, be bound by all the benefits and obligations relating to Employees under this Agreement. For non-

NZNO members, no terms and conditions shall be passed on from this Collective Employment Agreement unless a bargaining fee is paid as in clause 2.4.

## 2.4 Bargaining Fee

2.4.1 It is agreed that a bargaining fee shall be applied to those Employees whose work is covered by this Agreement but who are not members of NZNO and who are not members of another union, and who do not otherwise "opt out" of this clause in accordance with the Employment Relations Amendment Act 2004.

For the purposes of this clause:

- (a) The "bargaining fee" shall be set at 100% of the relevant NZNO member subscription rate at the time of ratification of this Agreement. This clause shall expire 14 days before the expiry of this Agreement
- (b) An "Employee who has opted out" of this Agreement is one who would otherwise be an affected Employee but who has notified the Employer by the end of the specified period that he/she does not wish to pay the bargaining fee, and whose terms and conditions of employment shall remain the same as they were before this Agreement came into force, until such time as they may be varied by agreement with the Employer.

2.4.2 On written authorisation of the Employee, the bargaining fee shall be deducted fortnightly in 26 equal instalments over 26 successive pays (over a twelve-month period) and remitted to NZNO. The first deduction shall be made from the Employee's pay in the next pay period, immediately following the expiry of the specified period.

2.4.3 Nothing in this clause shall apply to new Employees, that is, those Employees who are employed after this Agreement has come into force.

## 3.0 CATEGORIES OF EMPLOYMENT

- Registered Nurse: means an Employee who is registered in New Zealand as a nurse and holds a current annual practising certificate.
- Enrolled Nurse: means an Employee whose name is on the roll in New Zealand as an Enrolled Nurse who holds a current annual practising certificate and works under the supervision of a registered nurse.
- Healthcare Assistant: means an assistant to the nursing team performing basic nursing tasks relating to patient care under the direction and supervision of a registered nurse.

Casual Employees:	have no set hours or days of work and are normally asked to work relief duties as and when required, on terms as may be agreed between the Employer and the Employee.
Temporary Employees:	may only be engaged where the work is a defined task or project of a temporary and finite nature, or which would not otherwise be undertaken by a salaried or weekly/fortnightly waged Employee. Temporary employment agreements will be not used to deny Employees security of employment in traditional career fields.
Bureau Employees:	mean nurses who have not got set hours of work and who perform nursing duties on a casual on-call basis as agreed between the Employer and the Employee.
Senior Nurse:	means nurses who occupy the following positions: Clinical Nurse Educator Clinical Nurse Specialist IPU Clinical Nurse Specialist CPC Clinical Nurse Clinical Team Leader

#### 4.0 DEFINITIONS

<b>T1</b>	refers to the ordinary hourly rate of pay.
<b>T1.5</b>	refers to one and a half times the hourly rate of pay.
<b>T2</b>	refers to double the hourly rate of pay.
<b>Night Duty</b>	refers to an 8.5-hour shift between the hours of 22h45 and 07h15. The expectation is that a meal break will be taken on the floor.
<b>Unsociable Night Shift</b>	refers to the hours between 22h45 and 07h15 (from midnight Monday to midnight Friday). This applies to ordinary time (other than overtime) worked during these hours.
<b>Night Shift Allowance</b>	night duty refers to an 8.5 hour shift between the hours of 22h45 and 07h15 and is paid at the ordinary rate of T1.0 plus T0.25 for the hours between 22h45 and 23h00. The hours between 23h00 and 07h15 is paid at the ordinary hourly rate T1.0 plus T0.5.
<b>Weekend Rate</b>	refers from midnight Friday until midnight Sunday. The rate of pay applied to ordinary time (other than overtime) worked during these hours. Paid at time and one half (T1.5) of ordinary hourly rate of pay.



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## 5.0 STATEMENT OF PURPOSE AND INTENT AND SPIRIT OF THIS AGREEMENT

5.1 As a provider of healthcare services and as an Employer, Mercy Hospice Auckland is committed to the philosophy of the healthcare ministry of the Sisters of Mercy and to its mission and values. This Agreement acknowledges our mission statement which reads as follows:

### Mission

**Through service, advocacy and education, Mercy Hospice Auckland is committed to ensuring that all those in our community needing palliative care, receive it with the utmost professional skill and respect.**

### Values

Mercy Hospice Auckland is committed to practicing these core values individually and as an Organisation:

**Tapu o te tangata (Dignity)** draws us to acknowledge that each person is unique, knowing that they come to us with rich histories of their own. We respond to each one's physical, emotional, spiritual and social needs. We honour the cycle of life and death.

**Aroha (Compassion)** compels us to support one another – patients, families, whanau, friends, Employees, volunteers and colleagues. We are in this together.

**Whakanui – Respect** commits us to uphold the autonomy of each person and their community. We value one another's cultures and beliefs. We honour the principles of the Treaty of Waitangi.

**Mahi rangatira (Quality)** demands excellence in care and compels us to share our professional knowledge in partnership with our related healthcare providers and other Mercy facilities. We are committed to continuous improvement, and we strive to exceed expectations.

**Aroha ki te rawakore (Advocacy)** challenges us to ensure that there is equity of access to services for all in our community. It insists that patients have a voice to speak for them when necessary.

**Kaitiakitanga (Stewardship)** calls us to honour the Mercy heritage and ethos entrusted to all who participate in the governance, management and operational life of Mercy Hospice Auckland. Stewardship also demands responsible use of all our resources, - financial, human and environmental.

## 6.0 TERM OF AGREEMENT

### 6.1 Term

This Collective Agreement will apply from 1 April 2022 to 31 March 2024.

## 6.2 Variations to Agreement

Any proposal to vary this Agreement shall be in writing. There will be consultation between Mercy Hospice Auckland, NZNO and those Employees who are directly affected by the proposed change to their terms of employment. Before the variation binds those Employees directly affected there must be agreement between Mercy Hospice Auckland, NZNO and a majority of the directly affected Employees. Any variations will be signed by the parties and will be appended to this Agreement.

## 7.0 CONSULTATION AND COMMUNICATION

### 7.1 Consultation

7.1.1 A successful business is the result of teamwork and people working together in a spirit of partnership.

7.1.2 Mercy Hospice Auckland is committed to promoting harmony and ensuring that consultation and co-operation are the basis for sound relationships with Employees. The objectives include:

- Developing a close working partnership with Employees,
- Increasing the efficiency, flexibility and competitiveness of the business,
- Ensuring competitive pay and benefits,
- Improving Employee job security,
- Making the most effective use of new technology.
- Recognising Employees have a significant contribution to make to Mercy Hospice Auckland.
- Developing and maintaining a specialist workforce.

7.1.3 To give effect to the above, one form of consultation will be regular meetings between NZNO delegates and appropriate Mercy Hospice Auckland Management.

### 7.2 Management of Change

(a) It is recognised that change is necessary in order to ensure the efficient and effective delivery of health services. The Employer recognises that Employees have a contribution to make in this regard. Thus there will be ongoing consultation with Employees for the purpose of discussing matters of mutual interest.

(b) Any review which may result in significant change to either the structure, staffing or work practices affecting Employees will not commence before Employees have been given the opportunity to be involved in such review.

- (c) Final decisions taken by the Employer will give reasonable effect to the matters raised in any consultative process, so that genuine efforts are made to accommodate the views of those consulted.
- (d) The Employer and Employees acknowledge that the Employer has the right, responsibility, and accountability to plan, organise, manage and decide finally upon the operation of Mercy Hospice Auckland, and all activities involved in those operations.

## 8.0 DUTIES

### 8.1 Change of Duties and Job Transfer

Work schedules are developed on the basis of Mercy Hospice Auckland being a 24-hour, 7 day per week activity. To meet these needs and to ensure effective Employees coverage, Employees may be required to change duties within their work-related classification, having regard to relevant skills, and to transfer from the in-patient unit to the community operations or vice-versa. Employees will not be unreasonably required to transfer.

### 8.2 Hours of Work

- (a) Unless otherwise agreed ordinary hours of work for a full-time position are 40 hours per week to be worked as 8 hours per day on any 5 days of the week. The 40 ordinary hours may be worked on less than 5 days per week, in any consecutive two week (fortnight) span on 10 or less days per fortnight, as may be agreed between the Employee and their manager. Mercy Hospice Auckland Management recommends that clinical Employees do not work more than 72 hours in a fortnight. This allows more time away from what can be emotionally and physically demanding work. However, consideration will be given to individual nurses working 80 hours per fortnight. Scheduling or rostering of the ordinary hours of work shall have regard to the duty hours requirements of the Hospice and community operations. Each duty will be continuous except for meal periods and rest breaks.
- (b) Shift work is work that is rostered and rotating and includes two or more regular shifts.
- (c) The days or shifts off duty will generally be consecutive, but may be non-consecutive: -
  - (i) when not more frequently than one week in four, or
  - (ii) by mutual agreement, or
  - (iii) in the case of an emergency.
- (d) No Employee will be required to work more than seven consecutive days or shifts, assuming an 8-hour shift. If an Employee wishes to work longer than an 8-hour shift, that proposal would need to be considered on a case-by-case

basis having particular regard to safety issues. This clause is to be read in conjunction with the hospice's healthy rostering guidelines.

### 8.3 Additional Hours (Overtime)

- (a) From time to time, Employees may be requested by their manager or required, due to urgent circumstances, to work time additional to their scheduled work to meet service requirements.
- (b) Overtime is time worked in excess of:
  - (i) 8 hours per day or 8.5 hours per day on night duty; or
  - (ii) 80 hours per two week period
- (c) Overtime shall be paid at the rate of T1.5 of the appropriate rate for the shift.
- (d) When requested to work additional time, the Employee is asked to give reasonable consideration to service requirements.
- (e) Where possible, overtime should be authorised in advance. Authorisation will not be unreasonably withheld.
- (f) By mutual agreement, time off in lieu of additional hours worked may be taken at a mutually agreed time. A record of additional hours will be kept and maintained by payroll, accessible via the ESS system.

### 8.4 Minimum Break

- (a) Employees will be allowed a minimum break of nine consecutive hours off duty between working successive duties. Where an Employee receives less than the minimum break, the Employee will be paid at the appropriate overtime rate for all hours worked on recommencing duty up until a break of nine consecutive hours can be taken.

This does not apply:

- (i) To on call Employees who are not called back.
  - (ii) If mutually agreed in a change of shift roster.
  - (iii) If the break was less than nine hours at the request of the Employee.
- (b) Where an Employee is called back between the work of successive duties and is required to start their ordinary scheduled duty without the minimum break (whether before or after the time worked) the Employer may, following consultation with the Employee, allow the Employee to go off duty, or complete their 9 hour break, without loss of ordinary pay for that shift.

## 8.5 Duty Hours

- (a) The pattern of hours of duty is to be scheduled to meet the requirements of Mercy Hospice Auckland and has regard to the position to which the Employees member has been appointed.

The schedule shall be either:

- (i) a non-rotating pattern of hours of duty; or
  - (ii) a rotating pattern of hours of duty comprising the shifts to be worked by Employees and days off within the roster period or roster cycle.
- (b) The required hours of duty for full-time or part-time positions will be scheduled not less than 3 weeks in advance, except that the schedule may be varied through sickness, accident, emergency or to meet the exigencies of Mercy Hospice Auckland and its services, or with prior consultation and agreement with the Employee(s) concerned. The ordinary hours of duty of any day of work are to be consecutive. Rosters will be developed in consultation with Employees - the purpose of the consultation will be an attempt to accommodate individual needs / requests but will depend on the service needs of the unit and take into account principles of safe rostering practice. Hours of each rostered duty will be continuous and a shift will be deemed to belong to the day on which the majority of its hours are worked.
- (c) The required hours of duty for casual/bureau or temporary positions will be scheduled according to the advance notice arrangements made between those Employees and their Manager. Mercy Hospice Auckland doesn't have to offer work to the casual Employee, and the casual Employee doesn't have to accept work if it's offered.
- (d) The Employer will provide no less than 24 hours' notice of a cancellation of a shift. If a casual Employee accepts a shift and the Employer needs to cancel the shift within 4 hours of the start of the shift, the Employer is required to pay the Employee the full wages at base rate for the cancelled shift. If the Employer provides less than 24 hours' notice of cancellation of a shift, they will be required to pay the Employee 4 hours of wages at base rate.

## 8.6 Meal Breaks

- (a) Employees will be entitled to the following paid rest breaks and unpaid meal breaks:
- one paid 10-minute rest break if their work period is between two and four hours;
  - one paid 10-minute rest break and one unpaid 30-minute meal break if their work period is between four and six hours;

- two paid 10-minute rest breaks and one unpaid 30-minute meal break if their work period is between six and eight hours.

If Employees are required to work more than 6 hours without having a meal break, they will be paid the additional hours rate for the untaken 30 minute meal break.

Rest breaks should only be taken after consultation with the Shift Coordinator.

- (b) Where an Employee works more than one additional hour beyond the end of their shift (excluding any break for a meal) they will be paid the meal allowance of \$6.50 or provided with a meal at the option of Mercy Hospice.

## **8.7 On Call, Telephone On Call, Telephone Consultation, Call Out and Call Back**

### **8.7.1 On Call, Telephone On Call and Telephone Consultation**

- (a) If an Employee is rostered to be On Call and available for home visits and take telephone consultations to patients and Employees, the Employee will be paid an On Call allowance of \$8.00 per hour Monday to Thursday and \$10.00 per hour Friday to Sunday.
- (b) Where an Employee is working as the weekend availability nurse during a weekend, they will receive 2 hours ADLE (Additional Leave Earned) per shift in addition to receiving \$8 per hour.
- (c) If an Employee undertakes a telephone consultation while On Call, they will be paid \$45 for the first hour of calls in addition to the On Call allowance. Subsequent calls received after the one hour will be recorded in quarter increments and be paid out at a proportion of the \$45 in addition to the On Call allowance.

### **8.7.2 Call Out and Call Back**

- (a) Where an Employee is called back to work or out to a home visit after having completed his/her hours of duty and left Mercy Hospice Auckland, the Employee will be paid at the additional hours rate for the time so worked, plus reasonable travelling time from and to their normal place of residence with a minimum of 3 hours for each such call back, provided that more than one call back completed within 3 consecutive hours will be deemed to be one call back.
- (b) There will be no community Call Outs between the hours of 10pm and 6am.
- (c) Where an Employee receives a Call Out within one hour of undertaking a telephone consultation with the same patient, the Employee will only be eligible for the three hours call out allowance - the \$45 telephone

consultation is not additional to the call out allowance. If the call out takes longer than the 3 hours from the first phone call then the additional time will be paid in 15 minute increments at the call out rate.

## **8.8 Transport Allowance**

- 8.8.1 Where an Employee is requested to use their own vehicle for the purposes of work, the Employer shall pay the Employee in accordance with the cents per kilometre set by the IRD at the relevant time. To receive the allowance, prior approval must be given.

## **8.9 Uniform Allowance**

- 8.9.1 Where an Employee is providing hands on care to patients, an allowance for keeping clothes in clean and new condition is paid fortnightly at \$500.00 per annum pro rata.

## **9.0 REMUNERATION**

### **9.1 Objectives of Remuneration Policy**

- (a) The objectives of The Remuneration Policy are:
- (i) To establish and maintain fair and competitive remuneration within the criteria of the Hospice's ability to pay.
  - (ii) To recognise and reward competency and lifelong learning.
  - (iii) To position jobs according to their internal worth to Mercy Hospice Auckland while taking into account their external value in the outside marketplace.
  - (iv) To provide appropriate remuneration for positions requiring different levels of responsibility, experience, skills and knowledge.
  - (v) Effectively position us as a specialist hospice.
- (b) Mercy Hospice Auckland may, at the Employer's discretion and within its ability to pay, pay an Employee a higher rate of pay than the agreed scheduled rate or rate paid to other Employees, where market rates for higher levels of competence warrant this.

9.2 Registered Nurse, Enrolled Nurse, Health Care Assistant and Community Nurse


(a) Salary Scales – from 1 April 2022 to 31 March 2024

Nurse	Scale	(\$) DAY RATE T1.0 per hour Mon – Fri 07:00 to 20:00		(\$) EVENING RATE T1.25 per hour Mon - Fri 20:00 to 23:00 Hours worked between 22:45 to 23:00 paid at T1.25		(\$) NIGHT SHIFT RATE T1.5 per hour Mon – Sun 23:00 to 07:15 All hours worked Fri 24:00 to Sun 24:00 WEEKENDS paid at T1.5	
		4/04/2022 (+4%) \$	3/04/2023 (+4%) \$	4/04/2022 (+4%) \$	3/04/2023 (+4%) \$	4/04/2022 (+4%) \$	3/04/2023 (+4%) \$
	1	27.63	28.74	34.54	35.92	41.45	43.11
	2	29.92	31.12	37.40	38.90	44.88	46.68
	3	31.77	33.04	39.72	41.30	47.66	49.56
	4	33.57	34.91	41.96	43.64	50.36	52.37
	5	37.32	38.81	46.64	48.51	55.97	58.21
	6	39.60	41.19	49.50	51.48	59.40	61.78
Enrolled Nurse		4/04/2022 (+4%) \$	3/04/2023 (+4%) \$	4/04/2022 (+4%) \$	3/04/2023 (+4%) \$	4/04/2022 (+4%) \$	3/04/2023 (+4%) \$
	1	24.87	25.86	31.08	32.33	37.30	38.79
	2	26.27	27.32	32.84	34.15	39.41	40.98
	3	28.33	29.46	35.41	36.83	42.49	44.19



<b>Health Care Assistant</b>		<b>4/04/2022 (+4%) \$</b>	<b>3/04/2023 (+4%) \$</b>	<b>4/04/2022 (+4%) \$</b>	<b>3/04/2023 (+4%) \$</b>	<b>4/04/2022 (+4%) \$</b>	<b>3/04/2023 (+4%) \$</b>
	<b>1</b>	20.90	21.74	26.13	27.18	31.36	32.61
	<b>2</b>	21.95	22.83	27.44	28.54	32.93	34.25
	<b>3</b>	23.41	24.35	29.26	30.43	35.12	36.52
	<b>4</b>	23.83	24.78	29.78	30.97	35.74	37.17
<b>Communit y Nurse</b>		<b>4/04/2022 (+4%) \$</b>	<b>3/04/2023 (+4%) \$</b>	<b>4/04/2022 (+4%) \$</b>	<b>3/04/2023 (+4%) \$</b>	<b>4/04/2022 (+4%) \$</b>	<b>3/04/2023 (+4%) \$</b>
	<b>1</b>	27.63	28.74	34.54	35.92	41.45	43.11
	<b>2</b>	29.92	31.12	37.40	38.90	44.88	46.68
	<b>3</b>	31.77	33.04	39.72	41.30	47.66	49.56
	<b>4</b>	33.57	34.91	41.96	43.64	50.36	52.37
	<b>5</b>	37.32	38.81	46.64	48.51	55.97	58.21
	<b>6</b>	39.60	41.19	49.50	51.48	59.40	61.78
	<b>7</b>	40.40	42.02	50.51	52.53	60.61	63.03
	<b>8</b>	41.18	42.83	51.48	53.54	61.78	64.25

- (b) The parties to this agreement agree to the establishment of a working party which will review the Health Care Assistant salary scale in terms of the Merit Step.

 17/4/23

- (b) Nursing service of an equivalent or higher status other than that of the appointment in question shall be recognised to the highest incremental step of the appropriate grade; e.g. an appointee to an RN position with 2 year's previous employment as an RN should commence on the third step of the RN salary scale.

#### **9.4 Progression and Recognition of Qualification**

9.4.1 Movement through Steps 1 – 5 of the Registered Nurse, Enrolled Nurse and HCA salary scale shall be an automatic annual increment. Existing Employees will not be disadvantaged by this process. Thereafter progression is annual at anniversary date, subject to satisfactory performance appraisal of the Employee's agreed duties and responsibilities. If Mercy Hospice Auckland begins to develop concerns that an Employee's performance may not justify advancement to the next step, those concerns must be raised with the Employee in writing at the earliest practical opportunity before the due date of advancement to provide the Employee with a reasonable opportunity to address them.

9.4.2 Appropriate post graduate qualifications will be recognized and paid out pro rata as follows:

Post Graduate Certificate	\$2000 per annum
Diploma	\$3000 per annum
Masters	\$5000 per annum

9.4.3 One payment shall be made at the highest qualification rate.


#### **9.5 Additional Responsibility (Higher Duties)**

9.5.1 Where an Employee relieves in a higher position, or during those hours when the Inpatient Unit Clinical Co-ordinator is not rostered on duty and a Shift Coordinator is delegated to act as a temporary manager, these Employees will be paid a Higher Duties allowance of \$4 per hour.

#### **9.6 Payment Frequency for Salary and Wages**

9.6.1 Employees will be paid in equal weekly/fortnightly instalments by direct credit to their nominated bank account. The details of each payment will be confirmed by payslip. If an Employee leaves Mercy Hospice Auckland's employment, the Employee will be paid all wages owing on their final day of work. For Employees in waged positions the pay week/fortnight ends each Sunday, except for Employees on night duty where it ends Monday 0715 hours. Wages are normally paid on a Wednesday but not later than the Thursday following.

#### **9.7 Deductions**

 4/3/18

9.7.1 Where an Employee makes a written request, the Employer will make reasonable deductions from the Employee's salary and make corresponding payments to the business or organisation that the Employee specifies. The Employer will not make deductions from an Employee's salary or wages without the Employee's written consent. Any monies agreed as being owed by the Employee to the employer upon termination will be deducted from the Employees final pay. If an overpayment of wages occurs then, Mercy Hospice Auckland must give the Employee notice of their intent to recover the monies owed before it is deducted from the next pay. For an overpayment to be recovered the Employee must consent. In discussion with the Employee the repayment may be recovered through regular staggered payments.

## **9.8 Business Expenses and Annual Practising Certificate Reimbursement**

9.8.1 Employees will be reimbursed for authorised actual and reasonable incidental business expenses that may be incurred in the course of their duties. Where there is a statutory requirement that a current certificate be held for the performance of the duties the Employee is presently engaged on, the cost of that certificate, up to a maximum of the prevailing fee as at the commencement of this Agreement, will be paid by Mercy Hospice Auckland for all permanent Employees.

## **9.9 Professional Development Recognition Programme (PDRP)**

9.9.1 Employees working on preparing a portfolio, obtaining or maintaining skill levels associated with the Professional Development and Recognition Program (PDRP) are entitled to additional leave in order to undertake research or study associated with meeting their PDRP requirements as follows:

### **Level**

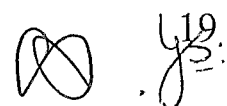
Proficient	1 day per annum
Expert	2 days per annum

9.9.2 Days off are to be negotiated and approved in advance with the Employee's Manager.

9.9.3 In recognition of the importance of increasing the number of expert and proficient nurses, an Employee who reaches the following levels will receive a PDRP allowance as long as the Employee maintains that level of practice. PDRP allowances shall be in addition to the base rate of pay and paid out as an allowance. The PDRP will not be paid in conjunction with the Qualification Recognition Allowance. Payment of this allowance will be pro rata for all Employees who work less than 0.8 FTE. The rates of the PDRP allowances are as follows:

### **Level**

Proficient	\$3,000 per annum pro rata
Expert	\$4,500 per annum pro rata



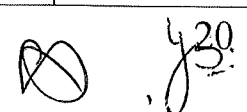
**9.10 Working in Both CPC and IPU**

- 9.10.1 Where an Employee is on a short-term assignment (2 weeks or less) from either the IPU to CPC team or vice versa then the Employee will remain on their ordinary rate of pay. If more than 2 weeks elapses, then a contract variation will be created and their rate of pay adjusted.
- 9.10.2 Where an Employee is acting up in a senior position for more than 2 weeks then they will receive a contract variation and their rate of pay adjusted to reflect the Senior position's starting base salary.
- 9.10.3 When on an assignment or acting up an Employee will not be financially disadvantaged.

**9.11 Senior Nurse Salary Scales – from 4 April 2022 to 31 March 2024**

**Salary Scales – from 4 April 2022 to 1 April 2024**

Nurse	Grade	Step	Annual Salary (\$)	Hourly Rate (\$)	Annual Salary (\$)	Hourly Rate (\$)
<b>Clinical Nurse Educator</b>			04/04/2022 (+4%) \$		03/04/2023 (+4%) \$	
	3	1	89,735.79	43.01	93,325.22	44.73
		2	93,187.16	44.67	96,914.65	46.45
		3	96,662.01	46.34	100,528.49	48.20
<b>Clinical Nurse Specialist IPU</b>			04/04/2022 (+4%) \$		03/04/2023 (+4%) \$	
	4	1	94,924.59	45.51	98,721.57	47.33
		2	98,375.96	47.16	102,311.00	49.05
		3	101,827.34	48.82	105,900.43	50.77
<b>Clinical Nurse Specialist CPC</b>			04/04/2022 (+4%) \$		03/04/2023 (+4%) \$	
	5	1	100,113.40	48.00	104,117.93	49.92
		2	103,541.29	49.64	107,682.94	51.62
		3	106,992.66	51.29	111,272.37	53.34
<b>Clinical Nurse Team Leader</b>			04/04/2022 (+4%) \$		03/04/2023 (+4%) \$	
	6	1	103,541.29	49.64	107,682.94	51.62
		2	106,992.66	51.29	111,272.37	53.34
		3	110,444.04	52.95	114,861.80	55.06


  
 y30

Nurse Practitioner			04/04/2022 (+4%) \$		03/04/2023 (+4%) \$	
			7	1	106,992.66	51.29
		2	110,444.04	52.96	114,861.80	55.06
		3	112,698.00	54.03	117,205.92	56.19

## 9.12 Progression for Senior Nurses

9.12.1 Movement through steps in each grade shall be subject to satisfactory performance.

- (a) The salary scales above shall be applied to the respective groups of Employees.
- (b) On appointment, Mercy Hospice Auckland shall place Employees on any step of the relevant scale, taking into account the following factors:
  - i) previous experience or other relevant work experience
  - ii) position description for the role
  - iii) specific competencies required for the role.
- (c) Post Graduate qualifications are recognized within the base salary scale for each grade and therefore senior nurses do not receive a separate allowance for qualification recognition.

## 9.13 Clinical Leadership Positions

9.13.1 A payment of 5% on top of base salary pro rata shall be paid to any Employee covered by this Agreement who undertakes a clinical leadership position within the Clinical Nurse Education grade. This payment shall be made for one position only in this grade.

## 10.0 THREE MONTHLY APPRAISAL AND REVIEW

10.1 Upon an Employee's initial appointment, or upon a mutually agreed transfer to a different position in a different division of Mercy Hospice Auckland, an appraisal of the Employee's performance will be made by their manager during the Employee's first three months.

10.2 If the appraisal at 3 months shows that the Employee has not reached the level of performance required for the position, and where the necessary training and appropriate assistance has been provided to the Employee to meet the required standards, the Employer will consider appropriate remedial action as set out below:

- (i) In the case of a new Employee, this remedial action may include disciplinary measures. In the case of transferred Employees, this remedial action may include a transfer back to the position from which transfer was made as a first consideration but may also include disciplinary measures.
- (ii) Where Employees apply for a position that is a promotion, any first appraisal or other condition of employment specific to the position is to be established at the time of the offer and acceptance of the promotion. Unless specifically agreed at that time, no right of transfer back to the position held prior to promotion will apply.

## 11.0 STUDY LEAVE AND PROFESSIONAL DEVELOPMENT

- 11.1 All Employees are encouraged to undertake courses of study or further development that is relevant to the work of Mercy Hospice Auckland and that also facilitates the Employee's personal growth and development and is included in the Employee's personal development plan.
- 11.2 Employees are welcome to apply for study leave. All Employees may be entitled to leave without deductions from salary or ordinary wages for up to 6 hours per week to enable attendance at a course of study approved by the Employer. All study and training must be signed off in advance by the Employee's Manager and align with the Employee's personal development plan.
- 11.4 Casual Employees: Will undertake 16 hours of orientation, and after 3 months are entitled to attend the 3 day Introduction for Palliative Care if they are employed for more than 2 days (average) per/week/ annum. This course must be taken in the first year of employment.
- 11.5 Should, by prior arrangement and agreement, Mercy Hospice Auckland contribute wholly or partly to a fee for an approved course of study undertaken by an Employee, it shall endeavour to make that payment "up front" in order to assist the Employee to pay the total fee on time.
- 11.6 If however, the Employee fails to successfully complete the course (or should leave the employment prior to completion) the contribution sum paid by Mercy Hospice Auckland is to be refunded immediately by the Employee, unless otherwise agreed by Mercy Hospice Auckland. Provided further, Mercy Hospice Auckland may agree to regular deductions being made from subsequent remuneration payments to recover the sum but in any event the sum due or any outstanding amount shall remain a lawful debt owing to Mercy Hospice Auckland and may be deducted in full from final wages at termination.
- 11.7 A maximum of 6 paid days per annum will be granted for conference leave, competency days and seminars. This clause does not apply to study days taken for Tertiary Study.

## 12.0 HEALTH SAFETY AND WELFARE

## 12.1 Sick Leave

- (a) The general policy is that the relevant daily rate continues when Employees are absent due to genuine illness or the illness of their partner, a dependant or another member of their family or household. Where the frequency of absence is regarded as excessive or where absence is prolonged, and after consultation with the Employees member the Employer may decide not to continue to provide paid leave to the Employee.
- (b) When an Employee joins Mercy Hospice Auckland they will be credited with 5 working days sick leave. At the end of their first 6 months of service they will be credited with a further 5 working days sick leave. 12 months after the date the Employee starts and for every subsequent year of current continuous service the Employee will be entitled to 15 working days sick leave.
- (c) Part-time Employees will receive pro-rata the full-time equivalent provided this is no less than 10 working days per annum.
- (d) Sick leave can accumulate to a maximum of 100 days by carrying forward from one year to another any balance of up to 10 days entitlement.
- (e) Generally, Employees will not be required to produce a medical certificate for sick leave but may be requested to do so where there is good cause and the absence is for 3 calendar days or longer. Where a Manager has concerns about an Employee's frequency or pattern of absences on sick leave then, after discussion, with the Employee, he or she may be required to present a medical certificate for all such absences in future. In addition, where a Manager has concerns about an Employee's frequency or pattern of absence for sickness the Employer may, at its expense require a second opinion from a doctor nominated by the Employer, with due consideration for gender preferences.
- (f) To assist the smooth running of the hospice Employees must make every reasonable effort to advise their manager well before their normal start time on any day of absence.
- (g) The sick leave provisions above are inclusive of the special leave entitlements contained in the Holidays Act 2003.
- (h) Assaults at work. The Employer agrees that where an Employee is injured in the workplace or as a result of an assault that happens whilst undertaking their duties, the Employee will not be required after the first week's absence to use their sick leave balance to top up ACC weekly wage compensation. The Employer will cover the difference between the ACC payment and the Employee's base salary through granting of discretionary sick leave.

## 12.2 Safety

- (a) The Employer is concerned to ensure the safety of Employees at work and avoid personal injury and the provision of appropriate support is a primary objective. The Employer will, with the assistance of its Employees, identify safety hazards and eliminate them where practicable or isolate to minimise them. Accidents and injuries can be prevented, and Employees are required to participate in the hospice's safety programmes and be responsible for knowing and following the safety and health rules applicable.
- (b) The Mercy Hospice Auckland Health and Safety Committee, which is accountable to and reports to the CEO, is recognised as the appropriate means of providing a consultative mechanism on health and safety issues in Mercy Hospice Auckland, for the purpose of facilitating the organisation and maintenance of all aspects of health and safety of Employees, patients, visitors and Mercy Hospice Auckland property.
- (c) Membership of the Mercy Hospice Auckland Health and Safety Committee is provided for under the committee's terms of reference. Employees representatives will be elected to this committee according to area of work and professional responsibilities. Appropriate training will be provided to assist committee members to perform their duties effectively and efficiently.
- (d) Employees representatives will continue to receive their ordinary pay in fulfilling their role (including training) on this committee.
- (e) Standards of safety will be set by the Mercy Hospice Auckland Health and Safety Committee, which will review these standards from time to time and take into account applicable Acts, Regulations, and Codes of Practice dealing with health and safety. These standards are to be found in the relevant policies and procedures manuals.
- (f) Employees must take all reasonable steps to promptly report any work accident, or patient incident or near miss to their manager and have it recorded in the accident register.
- (g) Appropriate first aid emergency kits will be provided and maintained for use in case of accidents.
- (h) Mercy Hospice Auckland and Employees must comply with all relevant legislation including the Health and Safety at Work Act 2015. Employees must be aware there are significant penalties if they or Mercy Hospice Auckland breach health and safety legislation.

### 12.3 Uniforms and Protective Clothing

- (a) Mercy Hospice Auckland Employees working in the community will be provided with a coat, an umbrella and carry bags. These will be for group use and will not be assigned to an individual.
- (b) Other protective clothing is also available for any Employees to use so that their personal clothing is protected. However, where damage or unusual





soiling to personal clothing occurs on duty, the Employee will be compensated by either cleaning costs paid or reimbursement as determined by their Manager on the merits of each case.

- (c) Safety equipment appropriate to the working conditions will be provided.

#### **12.4 Sexual Harassment**

- (a) Sexual harassment complaints must be taken seriously and handled with sensitivity and impartiality. It is the responsibility of the Employer to maintain a work environment free of unwelcome behaviour and to provide a mechanism for reporting sexual harassment, ensuring a fair and prompt investigation and avoiding reprisals against the complainant.
- (b) Policy Guidelines for all Employees are available in the Mercy Hospice Auckland Administration and Management Manual. All other forms of unlawful discrimination are also not acceptable by Mercy Hospice Auckland and the Human Rights Act 1993 will be used to address such unlawful discrimination.

### **13.0 PUBLIC HOLIDAYS**

#### **13.1 Holidays Act 2003**

- 13.1.1 The provisions of the Holidays Act 2003, as amended, shall apply.

#### **13.2 Recognised Public Holidays**

- (a) The following days shall be recognised as Public Holidays: Christmas Day, Boxing Day, New Year's Day, the second day of January, Good Friday, Easter Monday, Anzac Day, Matariki Day Labour Day, the birthday of the reigning Sovereign, Waitangi Day and Anniversary Day (Auckland).
- (b) The following shall apply to the observance of all Mondayised Public Holidays; Christmas Day, Boxing Day, New Year's Day, 2<sup>nd</sup> January, Waitangi Day and ANZAC Day where such a day falls on either a Saturday or Sunday:
  - (i) Where an Employee is required to work that Saturday or Sunday the holiday shall, for the Employee, be observed on the Saturday or Sunday and transfer of the observance will not occur. For the purposes of this clause an Employee is deemed to have been required to work if they were rostered on, or on-call and actually called into work. They are not deemed to have been required to work if they were on-call but not called back to work. Where an Employee is not required to work that Saturday or Sunday, observance of the holiday shall be transferred to the following Monday and/or Tuesday



in accordance with the provisions of Sections 45 (1) (b) and (d) of the Holidays Act 2003.

- (ii) Should a Public Holiday fall on a weekend, and an Employee is required to work on both the Public Holiday and the weekday to which the observance is transferred, the Employee will be paid at weekend rates for the time worked on the weekday/transferred holiday. The Employee shall only receive one alternative holiday in respect of each Public Holiday.
- (c) An alternative holiday must be taken after consultation between the Employee and their Manager and agreement reached where possible. The Employee will need to take into account the operational needs of Mercy Hospice Auckland and give a minimum of 14 days' notice if agreement is not otherwise reached.
- (d) For Employees where there is no regular pattern of work. If the Employee worked one out of the last five days on which the Public Holiday falls, then that Public Holiday is deemed an ordinary working day.

### **13.3 Working on a Public Holiday**

- (a) When Employees work on a Public Holiday, they will be paid at double the ordinary hourly rate of pay (T2) for each hour worked and if it is an otherwise working day for the Employee they are also entitled to an alternative paid holiday. Such alternative paid holiday shall be taken and paid as specified in the Holidays Act 2003.
- (b) An Employee who is on call on a Public Holiday shall be granted an alternative holiday, except where the Public Holiday falls on a Saturday or Sunday and its observance is transferred to a Monday or Tuesday which the Employee also works. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.
- (c) Those Employees who work a night shift which straddles a Public Holiday shall be paid at Public Holiday rates for those hours which occur on the Public Holiday and the applicable rates for the remainder of the shift. If it is an otherwise working day for the Employee, they are also entitled to one alternative paid holiday.
- (d) But no Employee will be paid for more than their contracted hours unless they have worked additional days. Care must be taken when rostering to ensure that rostered days off are not used to avoid a part-timer's entitlements to public holidays.

## **13.4 Off Duty Day Upon Which The Employee Does Not Work:**

### **13.4.1 Full-time Employees**

- (a) For full-time Employees and where a Public Holiday falls on the Employee's rostered off duty day, the Employee shall be granted an alternative paid holiday at a later date.
- (b) In the event of a Public Holiday falling on either a Saturday or Sunday and a full-time Employee is rostered off duty on both that day and the weekday to which the observance is transferred, the Employee shall only receive one alternative holiday in respect of each Public Holiday.

### **13.4.2 Part-time Employees**

- (a) Where a part-time Employee's days of work are fixed, the Employee shall only be entitled to Public Holiday provisions if the day would otherwise be a working day for that Employee.
- (b) Where a part-time Employee's days are not fixed, the Employee shall be entitled to Public Holiday provisions if they worked on the day of the week that the Public Holiday falls once out of the previous five weeks. Payment will be relevant daily pay.

## **13.5 Public Holidays Falling During Leave:**

### **13.5.1 (a) Leave On Pay**

When a Public holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an Employee is entitled to that Public Holiday which is not debited against such leave.

### **(b) Leave Without Pay**

An Employee shall not be entitled to payment for a Public Holiday falling during a period of leave without pay (including sick or military leave without pay) unless the Employee has worked during the fortnight ending on the day on which the holiday is observed.

### **(c) Leave On Reduced Pay**

An Employee, during a period on reduced pay, shall be paid at the relevant daily pay for Public Holidays falling during the period of such leave.

## 14.0 LEAVE

### 14.1 Annual Leave

- (a) Employees are entitled to 4 weeks (i.e.160 hours for full time) annual leave at the end of each year of employment. Annual leave is paid out at the higher of ordinary weekly pay or average weekly earnings over the 12 month period before the holiday.
- (b) Provided that for any Employee who has completed 5 years current continuous service the total annual holiday will be 5 weeks per year for the fifth and subsequent years.

### 14.2 Additional Leave

- (a) Employees who work regular night shift duties between the hours of 22h45 and 07h15 shall be entitled, on completion of 12 months employment on regular night shift work, up to an additional 5 days annual leave (recorded as Shift Leave), based on the number of qualifying shifts worked. The entitlement will be calculated on the 1<sup>st</sup> April each year.

<b>Number of Qualifying Shifts/Annum</b>	<b>Days Additional Leave/ Annum</b>
121+	5 days
96-120	4 days
71-95	3 days
46-70	2 days
21-45	1 day

- (b) Previous service with the Employer may be credited for annual leave entitlement purposes provided such service was not broken by more than one month.
- (c) It is expected that Employees will take their annual leave within 12 months of it falling due. However, by agreement with their Manager, an Employee may postpone part of their annual leave to the next following year, and at least 2 consecutive weeks of the Employee's entitlement should be taken in each year.
- (d) Although untaken annual leave cannot be forfeited, where an Employee's accrued holidays are not taken within 24 months of falling due and there is no agreement over when the holiday is to be taken, the Employee's Manager may direct the Employee to take such accrued holidays with a minimum of 4 weeks' notice. If an Employee wishes to take anticipated annual leave, then this must be discussed with the Employee's Manager. Decisions will be made on a case by case basis.
- (e) Employees should discuss their holiday preferences with their Manager in advance so that as far as practicable their wishes can be met.

- (f) Casual Employees shall be paid 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement.

#### **14.3 Bereavement/Tangihanga Leave**

- (a) Employees are entitled to paid bereavement leave of up to 5 days to discharge their obligations and/or pay respects to a person with whom they have had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at part or all of a Tangihanga or its equivalent.
- (b) The bereavement leave provisions above are inclusive of the special leave entitlements contained in the Holidays Act 2003.

#### **14.4 Parental Leave**

- (a) Parental Leave shall be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987.
- (b) Where an Employee takes parental leave under this clause and they assume or intend to assume the primary care of the child and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987, the Employer shall pay the difference between the weekly statutory payment and the equivalent weekly value of the Employees base salary (pro rata if less than full time) for a period of up to 6 weeks.
- (c) Paid Special Leave of up to 80 hours pro rata can be taken by Employees before parental leave for reasons connected with pregnancy (e.g. antenatal checks) or adoption. This leave is additional to Parental Leave.
- (d) If asked to do so by Mercy Hospice Auckland, the Employee must produce a certificate from a registered medical practitioner, midwife or nurse confirming that the Employee is pregnant or intends to adopt, and an appointment card or other document confirming that the Employee has made an appointment to attend an antenatal clinic or meeting relating to adoption. This does not apply where the Employee is seeking time off for their first antenatal appointment of pregnancy. Where possible the Employee should gain prior approval from their Manager before scheduling an appointment.

#### **14.5 Court Leave**

- (a) If an Employee is summoned to jury duty, the Employee will be paid a maximum of 5 days for each separate period of jury duty. The Employer may determine that it is not feasible, due to operational demands, to release the Employee for jury duty and may make a case to have the Employee excused.

- (b) If an Employee is summoned to give evidence as a witness, up to 3 days paid leave may be granted.
- (c) If paid leave is granted to an Employee, the Employee will be required to pay any Court expenses they receive to the Employer, provided the amount paid by the Court does not exceed the wages paid by the Employer.

#### 14.6 Long Service

- (a) After the completion of current continuous service as set out below, an Employee will receive a once only grant of special holiday leave in addition to annual leave.
- (b) This leave is to be taken at a mutually agreed time, within 2 years of the Employee becoming entitled to it. After this time if the leave has not been used and there is not an approved leave plan in place, then it will be paid out to the Employee. Employees will be contacted to confirm their eligibility of becoming entitled to the leave and again 6 months before the leave is due to expire. Payment for long service leave is to be calculated on the same basis as annual leave. The entitlements are:

<b>Number of Years Continuous Service</b>	<b>Weeks Additional Leave</b>
15	1 week
20	2 weeks
30	3 weeks
40	4 weeks

- (c) If having become entitled to a special holiday and the Employee leaves Mercy Hospice Auckland before such holiday has been taken, the Employee shall be paid in lieu.

#### 14.7 Leave to Attend New Zealand Nursing Council

- 14.7.1 Employees attending formal meetings of the New Zealand Nursing Council in an official capacity will be granted leave on full pay.

#### 14.8 Special Leave to Prepare for Nursing Council Portfolio

- 14.8.1 An Employee selected by the New Zealand Nursing Council to submit a portfolio for audit requirements will be granted 8 hours preparation time. This must be utilised in the year selected. If the preparation time is less than 8 hours the Employee may work on a project which is mutually beneficial and agreed by Manager.

#### 14.9 Leave of Absence

- 14.9.1 An Employee may apply for leave of absence and should there be good and sufficient reason to do so, Mercy Hospice Auckland may allow up to 6 months leave of absence to the Employee with a right to return to



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employment at Mercy Hospice Auckland. Annual holiday entitlement shall be adjusted as provided by section 16(2)(b), but not s16(3), of the Holidays Act 2003. Other service based entitlements will not be affected and the service will be deemed continuous.

#### **14.10 Special Leave**

14.10.1 An Employee shall be able to apply for special leave, in accordance with the terms set out in the employer's Special Leave Policy.

### **15.0 EMPLOYMENT LIMITATIONS**

#### **15.1 Confidentiality of Information**

- (a) All information that an Employee may acquire during the course of their employment concerning the business affairs (including medical information), property or other activities of the Employer is confidential information. As such it is the Employer's property and must not be disclosed unless the Employee have express authority from the Employer to do so, or unless it is required of the Employee as part of the proper performance of their duties.
- (b) Employees must take all reasonable steps to protect confidential information and to prevent its unauthorised acquisition or use.

#### **15.2 Other Business Interests**

- (a) An Employee may undertake secondary employment with another Employer provided it does not compete with the business of Mercy Hospice Auckland or unreasonably impact on the Employee's work performance. Any secondary employment must be advised to the Employee's Manager.

#### **15.3 Intellectual Property**

- (a) The rights of Mercy Hospice Auckland in respect of any patent, design, trademark, copyright or other right forming part of or relating to confidential information remain the property of the Company.

#### **15.4 Professional Indemnification**

- (a) Mercy Hospice Auckland maintains professional indemnity insurance cover appropriate to the business and its Employees' risk requirements, as determined by professional advisers. All Employees are covered under this policy for malpractice claims.

#### **15.5 Employee Protection in the Event of Restructuring**

- (a) In the event that Mercy Hospice Auckland restructures its business so that the work of some or all of its Employees is to be performed for a new employer, the provisions of Appendix C shall apply.

## **15.6 Gifts**

- (a) Please refer to the Mercy Hospice Auckland Gifts and Donations Policy.

## **15.7 Professional Supervision**

- (a) An Employee shall be able to attend professional supervision sessions, in accordance with the terms set out in the Employer's Employee Wellness Professional Supervision Policy.

## **15.8 Kiwisaver**

- (a) Mercy Hospice Auckland will continue to pay Kiwisaver contributions to Employees over the age of 65 years old.

## **16.0 TERMINATION OF EMPLOYMENT**

### **16.1 Notice Period**

- (a) To assist Mercy Hospice Auckland's operational requirements, both parties are required to give 4 calendar weeks' notice of termination to the other party, except in the case of casual and temporary Employees where 2 calendar weeks' notice must be given. Mercy Hospice Auckland may make a payment in lieu of notice. Dismissal without notice may occur for serious or wilful misconduct as defined in Mercy Hospice Auckland In-House Rules. The notice period may not be reduced by offsetting accrued annual leave or statutory holiday entitlements.
- (b) When an Employee finishes employment at Mercy Hospice Auckland, the Employee will be provided with a Certificate of Service stating dates and the capacity of employment.

### **16.2 Abandonment of Employment**

- (a) Where an Employee is absent from work for more than 3 consecutive working days without notifying their Manager, the Employee may be deemed to have abandoned their employment and to have terminated the contract of service that existed, unless a reason acceptable to the Employer for not notifying the Employer of the Employee's absence can be given at the time that advice of termination is received.



notifying the Employer of the Employee's absence can be given at the time that advice of termination is received.

### **16.3 Redundancy**

- (a) The Employers Policy regarding Surplus Staffing Levels is set out as Appendix A.

## **17.0 EMPLOYMENT RELATIONS MATTERS**

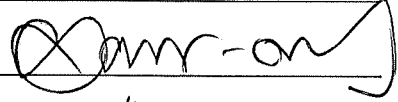
### **17.1 Representation**

- (a) The NZNO has a right of access to visit Employees at work as long as they do not unreasonably disrupt the normal workings of Mercy Hospice Auckland.
- (b) The Employer will deduct membership fees from NZNO members' salaries provided the Employee gives appropriate written authorisation. The Employer will retain an administration fee of 2.5%, subject to the Employer providing lists of members, their occupations and workplaces to NZNO on an annual basis.
- (c) The Employer accepts that Employee delegates are the recognised channel of communication between the NZNO and the Employer in the workplace.
- (d) 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 delegates and union officials, to consult and discuss issues such as management of change, Employees surplus, and representing Employees.
- (e) Prior approval for such meetings shall be obtained from Management where possible. Such approval shall not be unreasonably withheld.
- (f) 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 attention to the issues in the workplace.
- (g) 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.

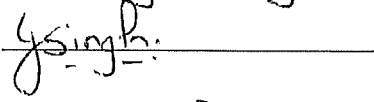
### **17.2 Resolving Employment Relationship Problems**

- (a) The procedure for resolving employment relationship problems is outlined in Appendix B.

## 18.0 SIGNATORY PARTIES TO THIS AGREEMENT

Name COSIATE Pam-Owens  
Signature   
Position Head of Nursing & Clinical Services  
Date 20 Sept. 2022

On behalf of **Mercy Hospice Auckland Limited**

Name: Sunny Sehgal  
Signature   
Position NZNO Organisation  
Date 7/9/22.

Authorised Representative  
on behalf of **New Zealand Nurses Organisation**

## APPENDIX A: REDUNDANCIES

### 1.0 Definition and Decision

- (a) Mercy Hospice Auckland is committed to its Employees in accordance with its Philosophy and Mission. However, circumstances may exist where it is necessary for Mercy Hospice Auckland to reduce the number of Employees ("a redundancy situation"). To assist in dealing with the existence of a redundancy situation the procedure set out below shall be followed.
- (b) A redundancy situation requiring a reduction in the number of Employees shall exist where Mercy Hospice Auckland decides to close all or any of its sections or health care services and/or re-organise its services or where a position is surplus to Mercy Hospice Auckland needs.
- (c) This appendix does not apply to casual, bureau or temporary positions.

### 2.0 Criteria

Hospice Auckland, are the main criteria for Mercy Hospice Auckland to consider when following the procedure set out below.

### 3.0 Procedure

- (a) Mercy Hospice Auckland and Employees recognise that a redundancy situation requires co-operation and communication. To assist Mercy Hospice Auckland and Employees when a redundancy situation exists, it is agreed that the following procedure shall be as followed:
- (b) Mercy Hospice Auckland will decide whether a redundancy situation exists.
- (c) Mercy Hospice Auckland will be a good Employer.
- (d) Mercy Hospice Auckland will consider its staffing levels and whether it is possible to:
- transfer Employees to duties within their work – related classification and from one unit to another where the terms and conditions of employment are generally no less favourable; or
  - redeploy Employees to positions where the terms and conditions of employment are generally no less favourable to the Employee's existing terms and conditions of employment but which may require the Employees to be retrained; or
  - offer job sharing to Employees who may be made redundant where the terms and conditions of employment are generally no less favourable.
- (e) Mercy Hospice Auckland will advise those Employees who hold a position, which it considers, is redundant of:
- the proposed redundancy of their position; and
  - the possibility, if any, of redeployment or transfer or job sharing; and
  - the Employee's entitlement in the event a redundancy occurs.
- (f) Mercy Hospice Auckland will give the Employees who receive advice under paragraph (e) above a reasonable opportunity to consider the matter and make comments on the advice they have received.
- (g) Mercy Hospice Auckland having considered the Employee's comments (if any) will then make a decision about whether a redundancy situation will occur.
- (h) If Mercy Hospice Auckland considers a redundancy situation exists it will give the Employees and NZNO, four weeks notice of the termination of the Employee's employment on the grounds of redundancy. The Employee may request to finish work within the notice period and be paid in lieu of the remainder of the period, and Mercy Hospice Auckland may consent to that request.

- (i) During the notice period the Employee will be allowed reasonable time off to attend interviews and seek alternative employment without loss of pay.
- (j) The Hospice will offer counselling to the Employee given notice of termination, to a reasonable cost.
- (k) Mercy Hospice Auckland will either pay the redundancy compensation specified in paragraph 4 below or offer the Employee one of the options in paragraph (d) above.

#### 4.0 Compensation

- (a) Amount of Compensation: Where the position an Employee holds is redundant Mercy Hospice Auckland will pay the Employee the following gross payment as compensation;

Continuous Period of Employment	Compensation (based on the average weekly earnings for the last 12 months)
Up to 12 months	4 weeks
1 – 2 years	6 weeks
2 – 3 years	8 weeks
3 – 4 years	10 weeks
4 – 5 years	12 weeks
5 – 6 years	14 weeks
6 – 7 years	16 weeks
7 – 8 years	18 weeks
8 – 9 years	20 weeks
9 – 10 years	21 weeks
10 – 11 years	22 weeks
11 – 12 years	23 weeks
12 – 13 years	24 weeks
13 – 14 years	25 weeks
14 – 15 years and thereafter	26 weeks

- (b) The maximum redundancy compensation payment will be 26 weeks.
- (c) Grounds where an Employee is not entitled to compensation: An Employee will not be entitled to compensation if the Employee has been offered the option in paragraph 3(d) above or the situation giving rise to the redundancy arises of a consequence of a fire, disaster or strike action.
- (d) Sale of Business: a redundancy situation will not occur where all or any part of Mercy Hospice Auckland is sold, transferred, merged or reconstructed and the Employees are offered employment on terms and conditions which are generally no less favourable than the Employee's existing terms and conditions by the purchaser or transferor or any party to the sale, transfer, merger or reconstruction.







## APPENDIX B: RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS

### 1. WHAT IS AN EMPLOYMENT RELATIONSHIP PROBLEM?

- (a) An employment relationship problem includes a personal grievance, dispute or other problem relating to Employees employment relationship with Mercy Hospice Auckland.
- (b) It does not include any problem with the fixing of new terms of employment for the Employee.
- (c) Listed below are examples of employment relationship problems:
  - ◆ the Employee thinks they have been treated unfairly;
  - ◆ a personal grievance;
  - ◆ a breach of the employment agreement;
  - ◆ a dispute over the interpretation, application or operation of the employment agreement;
  - ◆ unfair bargaining for an individual employment agreement;
  - ◆ a question about whether the Employee is an Employee or an independent contractor;
  - ◆ a disagreement about arrears of wages or holiday pay, etc;
  - ◆ the Employee not being allowed to attend union meetings or take employment related education leave; or
  - ◆ the Employee receiving a warning or being dismissed.

### 2. WHO CAN HELP THE EMPLOYEE WITH AN EMPLOYMENT RELATIONSHIP PROBLEM?

2.1 To help Employees solve an employment relationship problem they can contact:

- a) **Within the workplace**
  - ◆ The manager/supervisor or their manager;
  - ◆ The Human Resources Manager
- b) **Outside Mercy Hospice Auckland Mercy Hospice**
  - ◆ the Department of Labour ("Department") offers free information and has a free mediation service, which can provide us with assistance in working together and resolving the problem.
  - ◆ the Employee can contact the Department on 0800 800 863 or [www.dol.govt.nz](http://www.dol.govt.nz);
  - ◆ a union or an advocate;
  - ◆ a lawyer;
  - ◆ the Human Rights Commission





### 3. WHAT IS A PERSONAL GRIEVANCE?

- (a) A personal grievance means any grievance that the Employee has against Mercy Hospice Auckland because of a claim that:
- ◆ the Employee have been unjustifiably dismissed;
  - ◆ action Mercy Hospice Auckland have taken disadvantages the Employee in their employment or a term of their employment is unjustifiable;
  - ◆ the Employee is discriminated against in their job;
  - ◆ the Employee is sexually harassed in their job;
  - ◆ the Employee is racially harassed in their job;
  - ◆ the Employee has been pressured in their job because of membership or non-membership of a union or Employees' organisation.

### 4. WHAT CAN THE EMPLOYEE DO IF THEY HAVE A PERSONAL GRIEVANCE?

- (a) To raise a personal grievance, the Employee should make Mercy Hospice Auckland aware of the problem (verbally or in writing) within 90 days of the personal grievance arising unless:
- ◆ Mercy Hospice Auckland consents to the Employee raising the personal grievance after 90 days; or
  - ◆ the Employee successfully applying to the Employment Relations Authority ("Authority") for leave to raise the personal grievance after 90 days, in which case Mercy Hospice Auckland must try to mutually resolve the Employees grievance through mediation.
  - ◆ the Employee has 3 years after raising the personal grievance to bring any action arising from it to the Authority or the Employment Court ("Court").

### 5. MEDIATION SERVICES

- (a) If Mercy Hospice Auckland cannot resolve the employment relationship problem with the Employee, then either or both of them may request help from the Department.
- (b) The Department provides mediation services which may include:
- ◆ information about rights and obligations;
  - ◆ information about services;
  - ◆ assistance in resolving problems; and
  - ◆ fixing new terms of employment.
- (c) Problem Not Resolved at Mediation
- ◆ Mercy Hospice Auckland cannot resolve the problem at mediation the Employee can refer it to the Employment Relations Authority.

(d) Peaceful Resolution of Personal Grievances and Disputes

- The Employee and the Hospice will comply at all times with the procedures prescribed in this contract for the peaceful resolution of any personal grievances, difference or disputes that may arise between them.

business, whether he or she shall be entitled to redundancy entitlements from the new employer;

- whether any non-transferring Employees who are subsequently made redundant by the company shall be given preference of employment with the new employer for vacancy that may become available;
- the reasonable period of time prior to the date of transfer that is to be available to enable an Employees member to make his or her election as to whether to transfer or not.

Process to be followed at the time of restructuring to determine entitlements for those who do not transfer:

If, at the time of restructuring, some or all of the affected Employees are not to transfer to the new employer, the company shall advise in relation to:

- the positions and/or number of affected Employees that are not to transfer;
- whether, at the time of restructuring, a redundancy situation will exist with regard to any non-transferring Employees;
- determine that in the event that a redundancy situation exists in the company at the time of restructuring, the provisions of Appendix A shall apply.
- determine other entitlements (if any) that are available to non-transferring Employees.

## APPENDIX C: EMPLOYEE PROTECTION IN EVENT OF RESTRUCTURE

- (a) In the event that the company restructures its business so that the work of some or all of its Employees is to be, performed for a new employer, the following provisions relating to the negotiations between the company and the new employer shall apply:

Definitions: "New employer", "restructuring", and "affected Employee" shall have the meaning given to them in section 69L of the Employment Relations Act 2000.

- (b) The process to be followed by the company in negotiating with the new employer:

The company shall:

- Confirm with the new employer the company's obligation to negotiate about the restructuring;
- Inform the new employer that the company wishes to negotiate in relation to the possible transfer of affected Employees to the new employer and the terms and conditions of employment of those transferring Employees members;
- Put a proposal to the new employer, in relation to whether affected Employees will transfer to the new employer and, if so, the terms and conditions of employment that they will transfer on;
- Seek to reach an agreement with the new employer on whether any or all of the affected Employees will transfer to the new employer and on what terms and conditions of employment.

- (c) Matters that shall be negotiated between the company and the new employer shall include:

- Whether Employees will be transferred to the new employer, and if so the total number of Employees and positions to be affected;
- The date when restructuring will commence;
- The terms and conditions of employment of affected Employees who transfer to the new employer, including but not limited to:
  - whether affected Employees who elect to transfer shall be employed by the new employer under any existing terms and conditions;
  - whether the employment of affected Employees who elect to transfer is to be treated as continuous, including for the purposes of service-related entitlements;
  - where an affected Employees who transfer to the new employer is subsequently made redundant by the new employer, for reasons related to the restructuring of the company's



JS: