



PRIMARY HEALTH CARE

MULTI-EMPLOYER

COLLECTIVE AGREEMENT

1 July 2008 – 31 August 2010



NEW ZEALAND MEDICAL ASSOCIATION


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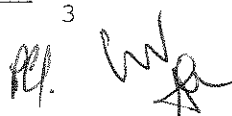
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APPENDICES

1 Schedule of Parties



Primary Health Care Multi-Employer Collective Agreement

1. Parties

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

BETWEEN:

Employer parties at commencement of this agreement as recorded in Appendix One (The "Employer")

AND

The **New Zealand Nurses Organisation** (NZNO) (The "Union")

2. Coverage and Application

2.1 This is a Multi Employer Collective Agreement (MECA) that is made pursuant to the Employment Relations Act 2000.

This MECA shall apply to all employees who are members of NZNO and who are employed by an employer party to this MECA in the following positions:

- Administration Staff
- Enrolled Nurses/Nurse Assistants
- Medical Receptionists
- Midwives
- Practice Nurses
- Registered Nurses
- Registered Nurses/Practice Nurses/Midwives employed in a Coordinator role

2.2 The parties agree that any employee whose work is covered by the coverage clause of this agreement (clause 2.1 above), who is engaged by the employer between the date this agreement comes into effect and the expiry date shall be offered information about becoming a member of the union which is a party to this agreement, as supplied by that union. The new employee shall from the date of becoming a union member, be entitled to all benefits, and be bound by all the obligations, under this agreement. Further to this, the provisions of Section 62 of the Employment Relations Act 2000 shall apply.

2.3 Existing employees who are covered by the coverage clause of this MECA (clause 2.1) who become NZNO members during the term of the MECA shall, from the date of becoming a union member, be bound by all benefits and obligations relating to employees under this MECA subject to the restrictions set out in the Employment Relations Act 2000.

2.4 **Impact on Individual Employment Agreements:** Where an employee on an individual employment agreement elects to be bound by this MECA, their previous terms and conditions of employment shall no longer apply unless otherwise agreed between that employee and the employer, or as provided for in this MECA.

- 2.5 **Savings:** Nothing in this MECA shall operate as to reduce the ordinary time (T1) hourly rate applying to any employee at the date of this MECA coming into force unless specifically agreed between the parties during the negotiations.
- 2.6 **Non-Waiver Understanding:** Failure by either party to enforce any right or obligation with respect to any matter arising in connection with this agreement, shall not constitute a waiver as to that matter, or any other matter, either then or in the future.
- 2.7 **Subsequent employer parties:** The parties agree that other employer parties whose core business is the provision of primary healthcare services may become parties to this agreement where the NZNO and the new employer party so agree. Employers who agree to become subsequent parties shall be recorded on a master list compiled by the NZNO and shall be provided to the employer parties on request.

On the date of receipt by NZNO of the completed subsequent parties form the employees shall be entitled to the benefits conferred by this agreement.

3. Term

- 3.1 This MECA shall come into force on 1 July 2008 and expire on 31 August 2010.

4. Variation of this MECA

- 4.1 The parties may vary this agreement from time to time by written agreement signed by them or by their duly authorised representatives on their behalf (employer advocates and NZNO). Any such variation will take effect as if it were incorporated into this agreement.
- 4.2 Where a change only impacts on one or some of the employer parties, any or all of the provisions of this agreement may be varied by agreement between the affected employer parties and the NZNO. Any such variation will be committed to writing and signed by the parties to the variation. That variation shall only apply to the employers who have agreed to such variation.
- 4.3 Where a change only impacts on one or some of the employees employed by an employer party to this agreement, any of the provisions of this agreement may be varied by agreement between the affected employee(s) and their employer and NZNO. Any such variation will be committed to writing and signed by the employer and the employee(s) affected and NZNO. That variation shall only apply to the employer and employees who have agreed to such variation.

5. Definitions

"Administration staff" means an employee who is wholly or substantially engaged in administration duties.

"Casual employee" means an employee who has no set hours or days of work and who is normally asked to work as and when required. They are employed when there is an overflow of work or a permanent employee is absent. Each engagement undertaken by the casual employee is a stand alone employment arrangement and the employment

shall be at an end at the completion of the work required. Nothing in this agreement, either express or implied, requires the employer to offer any employment to any employee, notwithstanding that the employee may be recognised on any list maintained by the employer to assist in obtaining staff.

"Employee" means any person employed by an employer whose position is covered by this MECA.

"Employer" means the relevant employer employing the particular employee.

"Enrolled nurse" has the same meaning as in the Health Practitioners' Competence Assurance Act 2003 and its successors.

"Full time employee" means an employee who works not less than the "ordinary" or "normal" hours set out under "hours of work" in this MECA.

"Medical Receptionist" means a person who is employed to undertake medical receptionist duties at the medical practice.

"Midwife" means a person who is qualified as a midwife under the Health Practitioners' Competence Assurance Act 2003 and its successors.

"Night Duty" means any duty in which part of the duty is worked between midnight and 5:00am on any day of the week.

"Nurse assistant" has the same meaning as in the Health Practitioners' Competence Assurance Act 2003 and its successors.

"Ordinary time hourly rate of pay" shall be the hourly rate of pay paid to the employee. T1 refers to the ordinary time hourly rate of pay; T1.5 refers to one and a half times the ordinary time hourly rate of pay.

"Part-time employee" means an employee, other than a casual employee, who is employed on a permanent basis but works less than the ordinary or normal hours prescribed in this MECA. Any wages and benefits e.g. leave, will be pro rata according to the hours worked unless specifically stated otherwise in this MECA.

"Registered nurse" has the same meaning as in the Health Practitioners' Competence Assurance Act 2003 and its successors.

"Relevant Daily Pay" has the meaning as provided by the Holidays Act 2003.

"Service" means the current continuous service with the current employer.

"Shift work" is defined as the same work performed by two or more employees or two or more successive sets or groups of employees working successive periods.

"Temporary/Fixed Term Employee" means an employee who is employed for a specified limited term for a specified project, situation or event, or, **for example**, to replace an employee on parental leave or long term accident or sickness. There is no expectation of ongoing employment. Temporary agreements must not be used to deny staff security of employment.

6. Hours of Work

The employer will endeavour to ensure safe staffing levels and appropriate skill mix in work areas.

- 6.1 The ordinary working hours of an employee employed full-time shall be either:
- (i) 75 or 80 per fortnight; or
 - (ii) 37.5 or 40 per week; or
 - (iii) The equivalent average in the case of a roster cycle exceeding a fortnight.
- 6.2 Employees will normally work 7.5 or 8 hours a day/shift in duration. Shifts shall be no less than 4 hours per day, except by mutual agreement between the employee and employer.
- 6.3 The times and days to be worked, and the duration of shifts shall be set by agreement between the employer and employee. Any change to the hours and/or days of work shall be by agreement between the employer and employee. Such agreement would not be unreasonably sought or withheld by either party where there are demonstrable employer or employee needs.
- 6.4 Where rosters are worked they will be published at least 14 days prior to the commencement of the roster. Changes in rosters, once posted, shall be by mutual agreement.
- 6.5 Except by mutual agreement, every employee shall have two periods of at least 24 hours off duty each week, and except in the case of emergencies or by agreement, these shall be consecutive.
- 6.6 A minimum break of nine hours shall be allowed between rostered shifts unless mutually agreed between the employer and the employee.
- 6.7 Employees may exchange shifts or duties by mutual agreement and with the prior approval of the employer. In this case, no additional payment shall apply.
- 6.8 Where the employer requires employees to attend classes of instruction or examinations the time spent shall be paid at the employee's ordinary time rate of pay but shall not count as time worked for the purposes of calculation of any overtime entitlements. Alternatively the employer and employee may agree to paid time in lieu instead of payment.
- 6.9 Duties, once commenced, shall be continuous unless otherwise agreed between the employer and the employee.
- 6.10 **Additional Provisions for Employees working Alternative Rosters:**
- 6.10.1 In specific instances, i.e. shifts of longer or variable lengths, the ordinary hours for a full time employee are able to be averaged over a roster cycle of greater than one fortnight e.g.: an employee who works 12 hour shifts may work 120 hours over a 3 week roster and be considered to be fulltime. No employee shall be required to work more than a 12 hour rostered shift.
 - 6.10.2 Alternative hours of work may be implemented by agreement between the employer, the employees directly affected. It is recognised employees have the ability to consult NZNO before such agreement is reached.
 - 6.10.3 Where alternative rosters are in place, payment for all types of leave will be based on the calculated relevant daily pay as defined in the Holidays Act 2003.

7. Meal Breaks and Rest Periods

- 7.1 Except when required for urgent or emergency work and except as provided in 7.2 below, no employee shall be required to work for more than five hours continuously without being entitled to a meal break of not less than half an hour.
- 7.2 An employee unable to be relieved from work for a meal break shall be entitled to have a meal while on duty and this period shall be regarded as working time. The employee shall comply with the employer's policy as to where on the premises the meal may be taken.
- 7.3 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, and the equivalent breaks for night duty where these occur during duty, shall be recognised as time worked.
- 7.4 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer when the break is taken on the premises. This shall not apply when employees are working off-site.

8. Rates of Remuneration

8.1 Hourly Rates of Pay:

8.1.1 Registered Nurse/Practice Nurse/Midwife Scale

Step	Registered Nurse/Practice Nurse/Midwife	
	From 01/07/2008	From 01/08/2009
5	\$26.25	\$27.43
4	\$23.85	\$24.92
3	\$22.40	\$23.41
2	\$20.70	\$21.63
1	\$19.65	\$20.53

8.1.2 Enrolled Nurse/Nurse Assistant Scale

Step	Enrolled Nurse/Nurse Assistant	
	From 01/07/2008	From 01/08/2009
3	\$19.85	\$20.65
2	\$18.60	\$19.35
1	\$17.55	\$18.25

8.1.3 Medical Receptionist/Administration Staff Scale

Step	Medical Receptionist/Administration staff	
	From 01/07/2008	From 01/08/2009
5	\$18.20	\$18.95
4	\$17.70	\$18.40
3	\$16.90	\$17.55
2	\$15.80	\$16.43
1	\$15.15	\$15.75

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8.1.4 **All inclusive salary**

Where the employer and employee have agreed on an all inclusive salary, the salary is set to include compensation for agreed quantities of normal hours of work, overtime, hours to which penal rates apply, call backs and on-call duty, as applicable, and this should be specified in the letter of offer of employment.

8.2 **Progression**

Progression through all steps in each scale shall be by automatic increment on an employee's anniversary date. Provided that an employee who ordinarily works 15 hours a week or less shall be entitled to advance to the next wages step only after two years of service to the employer.

8.3 **Operation of Salary Scales**

8.3.1 The salary scales above shall be applied to the respective groups of employees.

8.3.2 On appointment, the employer shall place employees on the appropriate step of the relevant scale, recognising the following factors:

- (i) previous relevant nursing/midwifery post registration experience;
- (ii) other relevant work and life experience;
- (iii) the degree of difficulty in recruiting for specific skills and/or experience required for the position.

8.4 **Overtime**

8.4.1 Overtime is time worked in excess of seven and a half hours per day or eight hours per day or the rostered duty whichever is greater, or 75 hours or 80 hours per two week period, or 37.5 hours or 40 hours per week.

8.4.2 All overtime worked must be authorised by the employer prior to being undertaken.

8.4.3 Overtime shall be paid at one and one half times (T1.5) the hourly rate of pay.

8.4.4 Part Time Employees

- (i) On a daily basis, should there be an arising issue of urgency that unexpectedly requires the employee to work a minimum of 30 minutes beyond a full time shift as defined under Clause 6, then this additional time and any subsequent hours will be paid at one and one half times (T1.5) the hourly rate of pay.
- (ii) Time worked beyond a full time shift as defined under clause 6 but less than 30 minutes will be remunerated at T1 or time in lieu as agreed.
- (iii) An employee working more than their usual hours of work on a weekly basis, but less than the fulltime ordinary hours as specified under Clause 6, is entitled to payment for the extra hours at their ordinary time rate (T1).

8.4.5 In lieu of payment for overtime the employer and employee may jointly agree for the employee to take equivalent (ie one hour overtime worked for one hour ordinary time off) paid time off work at a mutually convenient time.

8.4.6 Where the employer and employee have agreed on an all inclusive salary, specified additional time is deemed to be compensated in the all inclusive salary. Where the employee has worked additional hours in excess of the amount specified in the letter of

offer of employment, the employee shall be entitled to take equivalent (ie 1 hour overtime worked for 1 hour ordinary time off) paid time off work at a mutually convenient time.

8.4.7 For those employees where superior entitlements to these were available, such entitlements shall be retained by the individuals concerned.

8.5 Penal Rates

8.5.1 Weekend rate - applies to ordinary time (other than overtime) worked after 1pm Saturday until midnight Sunday/Monday shall be paid at time one half (T0.5) in addition to the ordinary hourly rate of pay.

8.5.2 Saturday rate - applies to ordinary time (other than overtime) worked after 6am Saturday until 1pm Saturday shall be paid at quarter time (T0.25) in addition to the ordinary hourly rate of pay.

8.5.3 Public Holiday rate – applies to those hours which are worked on the public holiday. This shall be paid at time one half (T0.5) in addition to the ordinary hourly rate of pay. (See clause 13.3 for further clarification.)

8.5.4 Night rate – applies to ordinary hours of duty (other than overtime) that fall between 8pm and 6 am from midnight Sunday/Monday to 6am Saturday and shall be paid at quarter time (T0.25) in addition to the ordinary hourly rate of pay.

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

8.5.6 Where the employer and employee have agreed on an all inclusive salary, penal rates are deemed to be compensated in the all inclusive salary. Where the employee has worked hours to which penal rates apply in excess of the amount specified in the letter of offer of employment, the employee shall be entitled to take equivalent (ie 1 hour penal time worked for 1 hour ordinary time off) paid time off work at a mutually convenient time.

8.5.7 No existing employee who was employed immediately prior to the commencement of this agreement, and was receiving payment for hours where penal rates applied, shall take a drop in absolute total dollars per hour for the same hours worked on a shift by shift analysis as a result of clauses 8.5.1 to 8.5.5 above.

9. Call Backs

9.1 A call back only occurs where an employee who is on call is required to return to work. A call back does not include the situation where an employee who is not on call is asked to work and can choose to accept or decline the additional work.

9.2 **Rate:** Call-back is considered overtime and will be paid at the rates specified in clause 8.4.

9.3 **Minimum Payment:** An employee shall be paid for a minimum of two hours, or for actual working and travelling time, whichever is greater, when the employee:

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

except that call-backs commencing and finishing within the minimum period covered by an earlier call-back shall not be paid for where a call-back commences before and continues beyond the end of a minimum period for a previous call-back. Payment shall be made as if the employee had worked continuously from the beginning of the previous call-back, to the end of the later call-back.

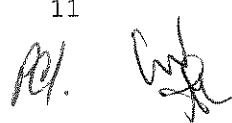
- 9.4 Where an employee is "on-call" the allowance set out in Clause 10 below will be paid.
- 9.5 In lieu of payment for call back the employer and employee may jointly agree for the employee to take equivalent (ie one hour overtime worked for one hour ordinary time off) paid time off work at a mutually convenient time.
- 9.6 Where the employer and employee have agreed on an all inclusive salary, specified call-back time is deemed to be compensated in the all inclusive salary. Where the employee has worked call back hours in excess of the amount specified in the letter of offer of employment, the employee shall be entitled to take equivalent (ie 1 hour overtime worked for 1 hour ordinary time off) paid time off work at a mutually convenient time.
- 9.7 For those employees where superior entitlements to these were available, such entitlements shall be retained by the individuals concerned.

10. Allowances

For those employees where superior entitlements to these were available, such entitlements shall be retained by the individuals concerned.

10.1 On Call

- 10.1.1 In the interests of healthy rostering practices, the parties agree that the allocation of on-call time shall be spread as evenly as practicable amongst those required to participate in an on-call roster taking into account employer and employee needs.
- 10.1.2 Each employee shall be entitled to the on-call allowance of \$3.00 per hour during which she/he is required to be on-call during what would otherwise be off-duty time.
- 10.1.3 The on call allowance is payable for all hours the employee is rostered on call including time covering an actual call out.
- 10.1.4 Unless by mutual agreement or in emergencies, no employee shall be required to remain on call for more than 40% of the employee's off-duty time in any three-weekly period.
- 10.1.5 Where the employer and employee agree to an all inclusive salary, on call allowance will not apply. Where the employee is required to be on call in excess of the amount specified in the letter of offer of employment, the employee shall be entitled to take time in lieu equivalent in value of the allowances specified in clause 10.1.2.



11. Professional/Educational Development

The employer and employee are committed to staff education and development. Employees will be actively encouraged to attend educational courses relevant to their professional/educational development and of benefit to the employer.

- 11.1 The employer shall grant professional/educational development leave of up to 40 hours per calendar year for full time employees (pro rated to no less than 8 hours per calendar year for part time employees). This leave is to enable employees to prepare a portfolio, complete qualifications, and to attend training relevant to their professional/educational development and relevant to the employer. Prior approval of the employer must be obtained. The approval of the employer shall not be unreasonably withheld.
- 11.2 An employee may take leave on pay to attend National Meetings or Seminars of Section Groups and/or Colleges of the NZNO. This leave may be charged against the professional/educational development leave as specified in subclause 11.1. Prior approval of the employer must be obtained. The approval of the employer shall not be unreasonably withheld.
- 11.3 All of the employee's normal working hours absent from the practice for professional/educational development including travel time will be a claim against the hours as specified in subclause 11.1.
- 11.4 For those employees where superior entitlements to these were available, such entitlements shall be retained by the individuals concerned.
- 11.5 Paid meetings to meet organisational and service requirements not otherwise addressed in this clause (including staff meetings and in-service training) shall be granted in addition to the above provisions.
- 11.6 Professional/educational development leave will be granted at T1 rate and shall not accumulate from one year to the next.
- 11.7 **Professional Development and Recognition Programmes – Practice Nurses/Registered Nurses/Midwives/Enrolled Nurses**

Where an employer has agreed to a NZNO recognised programme the following shall apply:

In recognition of the importance of increasing the number of expert and proficient nurses an employee who reaches the following levels will receive an allowance as long as the employee maintains that level of practice. All levels of practice shall be added to the base rate of pay and be payable on all hours worked, and shall attract penal rates and overtime.

The rates of these allowances are as follows:

RN/MW Expert	\$2.10 per hour
RN/MW Proficient	\$1.00 per hour
EN Accomplished	\$2.10 per hour
EN Proficient	\$1.00 per hour

Note: only one PDRP allowance shall apply.

11.6 Merit

11.6.1 Registered Nurse/Practice Nurse/Midwife Merit

Where a Registered Nurse/Practice Nurse/Midwife performs tasks substantially outside the basic job description or performs at a consistently high level, the employee shall be entitled to an additional payment above their ordinary hourly rate.

The merit levels will be remunerated at the following rates:

Merit Level 1	\$1.00
Merit Level 2	\$1.10

Each merit level can be awarded individually, with it not being necessary to attain merit level 1 prior to attaining merit level 2. The merit levels shall be summated for those Registered Nurses/Practice Nurses/Midwives that meet responsibilities in both of the merit levels.

Awarding of merit shall include, but is not restricted to, the following responsibilities.

Merit Level 1

- Achieves those elements of the NZNO Professional Development Recognition Programme to proficiency level or equivalent that are relevant to their professional/educational development and to the employer; or achieves NZNO Practice Nurse Accreditation.
- Consistently high standard of handling of high volumes of screening data and recall
- Additional responsibilities eg IT, practice/workplace administration, shift team leader
- Relevant second language skills
- Exemplary performance of routine Registered Nurse/Practice Nurse/Midwife duties
- Staff supervision and/or mentoring of staff

Note: (i) An employee who fulfills 3 or more of the responsibilities listed will be eligible for Merit Level 1.
(ii) An employee who attains NZNO Practice Nurse Accreditation and one other of the responsibilities listed will be eligible for Merit Level 1.

Merit Level 2

- Achieves those elements of the NZNO Professional Development Recognition Programme to expert level or equivalent that are relevant to their professional/educational development and to the employer; or achieves Practice Nurse Accreditation Expert endorsement.
- Consistently high involvement in clinical management of acute/chronic illness eg asthma, diabetes, hypertension, anticoagulation, Care Plus. This may include the running of acute/chronic illness or well person orientated clinics eg in industry or school settings, regular and significant contribution to education of other staff or patient groups. This may occur in either a clinic or community setting.
- Significant additional workplace income generation either through charging for services, or significantly contributing to the securing of additional contracts such as additional ACC or PHO service contracts.

Note: (i) An employee who fulfills 1 or more of the responsibilities listed will be eligible for Merit Level 2.

Co-ordinator

Where a Registered Nurse/Practice Nurse/Midwife is appointed as a Co-ordinator in a workplace employing three or more fulltime equivalent Registered Nurses/Practice Nurses/Midwives, to carry out supervision, management and co-ordination duties additional to normal registered nursing/practice nursing/midwifery duties (as defined in the relevant job description), then a supplementary payment shall be made in addition to the relevant merit payment(s). For the purpose of this subclause a fulltime Registered Nurse/Practice Nurse/Midwife is a Registered Nurse/Practice Nurse/Midwife who normally works not less than 35 hours per week.

11.6.2 Enrolled Nurse/Nurse Assistant Merit

Where an Enrolled Nurse/Nurse Assistant performs tasks substantially outside the basic job description or performs at a consistently high level, the employee shall be eligible for an additional payment above their ordinary hourly rate.

The merit levels will be remunerated at the following rates:

Merit Level 1	\$1.00
Merit Level 2	\$1.10

Each merit level can be awarded individually, with it not being necessary to attain merit level 1 prior to attaining merit level 2. The merit levels shall be summated for those EN/NA that meet criteria in both of the merit levels.

Awarding of merit may include, but is not restricted to, the following responsibilities.

Merit Level 1

- Undertakes professional/educational development each year that is relevant to the employer
- Exemplary performance of routine enrolled nurse/nurse assistant duties
- Additional responsibilities eg IT, practice/workplace administration
- Relevant second language skills

Note: (i) An employee who fulfills 3 or more of the responsibilities listed will be eligible for Merit Level 1.

Merit Level 2

- Significant additional workplace income generation through charging for services, or significantly contributing to the securing of additional contracts
- Designated by the employer as a mentor

Note: (i) An employee who fulfills 1 or more of the responsibilities listed will be eligible for Merit Level 2.

11.6.3 Medical Receptionist/Administration Staff Merit

Where a Medical Receptionist/Administration Staff member performs tasks substantially outside the basic job description or performs at a consistently high level, they shall be entitled to an additional payment above their ordinary hourly rate.

The merit levels will be remunerated at the following rates:

Merit Level 1	\$1.35
Merit Level 2	\$1.35

Each merit level can be awarded individually, with it not being necessary to attain merit level 1 prior to attaining merit level 2. The merit levels shall be summated for those medical receptionists/administration staff that meet criteria in both of the merit levels.

Medical Receptionists employed prior to 1 June 2002 under the previous National Medical Receptionists' Collective Employment Agreement (1st June 2005 - 30th November 2005) who were receiving Merit level One or Two payments and have been employed for less than five years will receive the fifth and subsequent years of service pay rate in 8.1.3 plus the merit level payment(s).

Awarding of merit may include, but is not restricted to, the following responsibilities:

Merit Level 1

- Exemplary performance of routine medical receptionist/administration duties
- Undertaking professional development of benefit to the employer
- Financial Management
 - Electronic transfer of GMS/ACC/Immunisation/Maternity Claims
 - PHO funding – import/export of data
 - Participate in wage processing
 - Management of debt collection
 - Payment of creditors
 - Cashbook
 - GMS/ACC/Insurance reconciliation
 - Locum payments
- Relevant Second Language Skills

Note: (i) An employee who fulfills 3 or more responsibilities listed will be eligible for Merit Level 1

Merit Level 2

- IT Management
 - Management of computer systems
- Staff/Office Management
 - Staff Supervision
 - Arranging staff cover/rosters
 - Relief of Practice Manager
 - Procurement/Purchasing
- Medical Typing where it is a significant part of the employee's role

Note: (i) An employee who fulfills 1 or more of the responsibilities listed will be eligible for Merit Level 2.

- 11.7 In respect of clauses 11.5 and 11.6 an employee shall receive either a PDRP allowance or a merit allowance.

12. Reimbursing Payments

12.1 Annual Practising Certificate

Where an employee is required by law to hold an annual practising certificate, the employer shall contribute \$50 towards the cost of the certificate, provided that:

- 12.1.1 It must be a statutory requirement that a current certificate be held for the performance of duties.
- 12.1.2 The employee must be engaged in duties for which the holding of a certificate is a requirement.
- 12.1.3 Where the employee works for more than one employer, the employer shall pay a portion of the cost pro-rated to the number of employers, up to a maximum of \$50.
- 12.1.4 The Employer will only contribute to one APC unless there are operational requirements for an employee to maintain more than one APC.
- 12.1.5 For those employees where superior entitlements to these were available, such entitlements shall be retained by the individuals concerned.

12.2 Travelling Expenses and Incidentals

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

Annual Business Use Reimbursement per Km

Km	c/Km
1 – 3,000	62c
Over 3,000	19c
Flat rate	28c

- 12.3 **General:** In circumstances not addressed by this clause, any authorised actual and reasonable expenses incurred on behalf of the employer shall be reimbursed in accordance with individual employer policies.

13. Public Holidays

- 13.1 The following days shall be observed as public holidays:

New Year's Day
2 January

Waitangi Day
Good Friday
Easter Monday
ANZAC Day
Sovereign's Birthday
Labour Day
Christmas Day
Boxing Day
Anniversary Day (as observed in the locality concerned).

- 13.2 In order to maintain services to clients, the employer may require an employee to work on a public holiday when the public holiday falls on a day which, but for it being a public holiday, would otherwise be a working day for the employee.
- 13.3 When employees work on a public holiday they will be paid at time and a half the ordinary time hourly rate of pay (T1.5) for each hour worked. The employee shall also be granted an alternative holiday, if the day would otherwise be a working day for the employee. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.
- 13.4 An employee who is on call on a public holiday as provided above, but is not called in to work, shall be granted an alternative holiday, except where the public holiday falls on a Saturday or Sunday and its observance is transferred to a Monday or Tuesday which the employee also works. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.
- 13.5 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. The alternative holiday shall apply in respect to the day in which the majority of hours are worked.
- 13.6 Part time employees – 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. 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 more than 40% of the time over the last three months. Payment will be relevant daily pay.
- 13.7 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 holiday which is not debited against such leave.
- 13.8 For those employees where superior entitlements to these were available, such entitlements shall be retained by the individuals concerned.

14. Annual Leave

- 14.1 Employees, other than casuals, shall be entitled to 4 weeks annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause, except that on completion of six years recognised current continuous service with the same employer the employee shall be entitled to 5 weeks annual leave.
- 14.1.1 For those employees where superior entitlements to these were available, such entitlements shall be retained by the individuals concerned.

- 14.1.2 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.

14.2 Conditions

- 14.2.1 Annual leave may be granted in one or more periods. In accordance with the Holidays Act 2003, the employee shall be given the opportunity to take two weeks leave at one time.
- 14.2.2 Annual leave is able to be accrued to a maximum of two years entitlement.
- 14.2.3 Annual leave shall be taken to fit in with service/work requirements and the employee's need for rest and recreation.
- 14.2.4 When an employee ceases duty, wages shall be paid for accrued annual leave, and the last day of employment shall be the last day worked.
- 14.2.5 Employees shall be entitled to annual leave on a pro rata basis.
- 14.2.6 An employee may anticipate up to one year's annual leave entitlement at the discretion of the employer.

15. Sick Leave

The following Sick Leave provisions shall apply

- 15.1 After three months continuous employment a full time employee shall be entitled to ten (10) working days paid sick leave for the subsequent twelve months of employment, and an additional ten (10) working days for each subsequent twelve month period. The entitlement shall be pro-rated for part time employees except that a part-time employee shall receive no fewer than five (5) working days paid sick leave for the subsequent twelve months of employment and a minimum of five (5) additional working days for each subsequent twelve month period.
- 15.1.1 For those employees where superior entitlements to these were available, such entitlements shall be retained by the individuals concerned.
- 15.2 A medical certificate may be required to support the employee's claim for sick leave.
- 15.3 The provisions of this clause are inclusive of the sick leave provisions of the Holidays Act 2003.
- 15.4 The employee can accumulate their sick leave entitlement up to a maximum of 30 days.
- Any entitlement accrued prior to commencement of this agreement in excess of 30 days shall be retained but will not be increased until the balance falls below 30 days.
- 15.5 At the employer's discretion an employee may be granted anticipated sick leave. Any leave taken in advance and still remaining outside the entitlement will be paid to the employer. The employer may deduct monies due from the final pay.
- 15.6 Sick leave may be utilised where the employee requires surgery or leave for health screening. Leave for this purpose may be taken in ¼ day blocks.

- 15.7 **Domestic Leave** The employer shall grant an employee leave on pay as a charge against sick leave entitlement when the employee must attend a sick dependent of the employee. This person would, in most cases, be the employee's child, spouse/partner or other dependent family member.
- 15.7.1 Approval is not to be given for absences during or in connection with the birth of an employee's child. Annual leave or parental leave should cover such a situation.
- 15.7.2 At the employer's discretion, an employee may be granted leave without pay, where the employee requires time away from work to look after a seriously ill member of the employee's family.
- 15.7.3 The production of a medical certificate or other evidence of illness may be required.
- 15.8 During periods of leave without pay, sick leave entitlements will not continue to accrue.

16. Bereavement Leave

- 16.1 An employee shall be entitled to a maximum of three days leave without loss of pay on each occasion of the death of the employee's spouse/partner, father, mother, brother, sister, child, grandparent, parents-in-law, grandchild, stepchildren, stepparents, stepsister, stepbrother or any other close family/whanau/person in respect of whom the employer agrees that bereavement/tangihanga leave may be taken.
- 16.2 An employee shall be entitled to one day's leave without loss of pay on each occasion of the death of any other person, providing that the employer accepts that the employee has suffered a bereavement, taking into account the relevant factors set out in section 69(3) of the Holidays Act 2003.
- 16.3 If bereavement occurs while an employee is absent on annual leave, sick leave on pay or any other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of clause 16.1 above. This provision will not apply if the employee is on leave without pay.
- 16.4 In relation to tangihanga and clauses 16.1 and 16.2 above, the employer shall consider these provisions in a culturally appropriate manner. The granting of time off and for how long shall be at the discretion of the employer.
- 16.5 The employer agrees that on application, it may be appropriate, to grant leave without pay in order to accommodate various special bereavement needs not recognised in clauses 16.1 and 16.2 above.
- 16.6 The provisions of this clause are inclusive of the bereavement leave provisions of the Holidays Act 2003

17. Parental Leave

- 17.1 The provisions of the Parental Leave and Employment Protection Act 1987 and Parental Leave and Employment Protection (Paid Parental Leave) Amendment Act 2002 will apply.

18. Jury Service/Witness Leave

- 18.1 Employees called on for jury service are required to serve. Where the need is urgent, the employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.
- 18.2 An employee called for jury service shall advise the employer as soon as practicable.
- 18.3 Where the employee is required to serve on a jury and the option of making application for exemption is not exercised, the employee shall be granted paid jury service leave of up to a maximum of 5 days. Any additional days beyond the first 5 days leave can be taken as annual leave or leave without pay.
- 18.4 While the employee is receiving paid jury service leave, the employee upon receipt of payment from the court for jury service shall pass this payment onto the employer but may retain expenses. Where annual leave or leave without pay is granted, or where work attendance is not affected by the jury service, the employee may retain the juror's fees and expenses paid.
- 18.5 Any time during normal working hours when the employee is not required by the Court, the employee is to report back to work where this is reasonable and practicable.
- 18.6 Where an employee is required to be a witness in a matter arising out of their current employment, they shall be granted paid leave at the relevant daily pay. The employee is to pay any fee received to the employer but may retain expenses.

19. Long Service Leave

- 19.1 A full time or part time employee shall be entitled to special holidays as follows:
- (i) One special holiday of two weeks after the completion of 15 years and before the completion of 25 years of continuous service with the same employer.
 - (ii) One special holiday of three weeks after the completion of 25 years and before the completion of 35 years of continuous service with the same employer.
 - (iii) One special holiday of four weeks after completion of 35 years and before the completion of 40 years of continuous service with the same employer.
 - (iv) One special holiday of five weeks after the completion of 40 years continuous service with the same employer.
- Such special holidays must be taken within the respective periods specified above and shall be forfeited unless taken within these periods.
- 19.2 All special holidays provided for in clause 19.1 should be at the same basis of average earnings as applies to Annual leave and may be taken in one or more periods and at such time or times as may be agreed by the employer and the employee.
- 19.3 If an employee who has become entitled to a special holiday as above, leaves the employment before the holiday has been taken, payment for the holiday shall be made.
- 19.4 For those employees where superior entitlements to these were available, such entitlements shall be retained by the individuals concerned.

20. Leave Without Pay

- 20.1 Leave without pay may be taken by mutual agreement between the employee and employer.

21. NZNO Meetings

- 21.1 Union members shall, in each calendar year, be entitled to at least two union meetings (each of a maximum of 2 hours duration) without loss of ordinary pay, provided that each of the following conditions is fulfilled:

21.1.1 At least 14 days' notice of the meetings shall be given.

21.1.2 Work shall resume as soon as practicable after the finish of the meeting. The employer shall not be obliged to pay any union member for a period greater than two hours in respect of any union meeting.

- 21.2 Only union members who actually attend a union meeting during their working hours shall be entitled to pay in respect of that meeting and to that end the union shall supply the employer with a list of members who attended and shall advise the employer of the time the meeting finished.

- 21.3 The union shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.

NOTE: The provisions contained in this clause are inclusive of and not in addition to the provisions of section 26 of the Employment Relations Act 2000.

22. NZNO Right of Entry

- 22.1 The authorised union representative shall be entitled at all reasonable times to be upon the premises for purposes related to the employment of its members and/or the union's business, in accordance with Sections 20 and 21 of the Employment Relations Act 2000.

- 22.2 A representative of a union exercising the right to enter a workplace must, at the time of the initial entry and, if requested by the employer or a representative of the employer or by a person in control of the workplace, at any time after entering the workplace,—

22.2.1 give the purpose of the entry; and

22.2.2 produce—

(i) evidence of his or her identity; and

(ii) evidence of his or her authority to represent the union concerned.

- 22.3 If a representative of a union exercises the right to enter a workplace and is unable, despite reasonable efforts, to find the employer or a representative of the employer or the person in control of the workplace, the representative must leave in a prominent place in the workplace a written statement of—

- 22.3.1 the identity of the person who entered the premises; and
 - 22.3.2 the union the person is a representative of; and
 - 22.3.3 the date and time of entry; and
 - 22.3.4 the purpose or purposes of the entry.
- 22.4 Nothing in clauses 22.1 to 22.3 allows an employer to unreasonably deny a representative of a union access to a workplace.

23. NZNO Delegates

- 23.1 The employer shall recognise the delegate(s) who are elected by the employees and endorsed by the union as the representatives of the union.
- 23.2 Delegates shall endeavour to involve management at an early stage in the case of problems or disputes brought to the delegate's attention which need to be resolved.
- 23.3 It is recognised delegates have the ability to seek advice from NZNO prior to involving management.

24. Employment Relations Education Leave

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

FTE eligible employees as at 1 March each year	Maximum number of days of employment relations education leave that we are entitled to allocate as a union
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

- 24.2 For the purposes of this clause, calculating the number of full-time equivalent eligible employees employed by an employer –
 - 24.2.1 an eligible employee who normally works 30 hours or more during a week is to be counted as 1;
 - 24.2.2 an eligible employee who normally works less than 30 hours during a week is to be counted as one-half.
- 24.3 The 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.

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

25. Superannuation

- 25.1 The provisions of the Kiwisaver Act 2006 and its amendments shall apply. These provisions can be found at www.kiwisaver.govt.nz.

26. Consultation and Management of Change

26.1 Management of Change

- 26.1.1 Consultation between the employer, its employees and the union is essential on substantive matters of mutual concern and interest. Effective communication between the parties will allow for:
- (a) improved decision making
 - (b) greater cooperation between employer and employees; and
 - (c) a more harmonious, effective, efficient, safe and productive workplace.
- The employer recognises the role of the employee's staff delegate and the NZNO in assisting in the positive management of change.
- 26.1.2 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.
- 26.1.3 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.
- 26.1.4 Where changes are deemed commercially sensitive to the employer, NZNO and the employees involved in the management of such change, shall meet with the employer and endeavour to reach agreement on any necessary and appropriate confidentiality.

26.2 Consultation


- 26.2.1 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.
- 26.2.2 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.
- 26.2.3 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.

- 26.2.4 Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
- 26.2.5 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.
- 26.2.6 The process will generally include, but not necessarily be confined to the following:
- (a) Management will meet with employees likely to be affected and the NZNO organiser/delegate to outline the possibility of change, looking at the current situation and the future, given the factors that could give rise for the change.
 - (b) Management will develop a plan or proposal with options that include possible implications in relation to staffing changes.
 - (c) The plan or proposal will be circulated to employees likely to be affected and the NZNO organiser/delegate, with a request for submissions within a reasonable and specified timeframe. Alternative proposals or options should demonstrate that the objectives could be met. Management will meet with employees and the NZNO organiser/delegate for clarification of issues arising from the plan or proposal.
 - (d) Once submissions have been considered, management will make the final decision, and work with the NZNO organiser/delegate to finalise the implementation plan.
 - (e) It is agreed that consideration will be given and maintained in the employer's basic rights and obligations to operate the business in an efficient, businesslike, safe and professional manner.

27. Redundancy

- 27.1 For the purpose of this agreement, redundancy is defined as a condition in which the employer has staff surplus to requirements because of reorganisation or the closing down of all or part of the employer's operation.
- 27.2 The employer shall provide four weeks written notice of an impending redundancy to the affected employees and shall endeavour to redeploy affected employees.
- 27.3 During the period of notice, the employee shall be entitled to reasonable time off to attend interviews, seek alternative employment and to undergo counselling, by agreement with the employer, without loss of pay.
- 27.4 The employee made redundant shall be provided with a Certificate of Service stating that employment was terminated as a result of redundancy.
- 27.5 Except as otherwise provided in this clause, in the event that a permanent employee is declared redundant by the employer then the employer shall either:
- 27.5.1 pay redundancy compensation of:

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- (i) compensation for the first year of service or part thereof of 4 weeks salary (at the employees ordinary rate of salary at the date of termination without overtime or allowances) and
- (ii) compensation for each subsequent year of service or part thereof of 2 weeks salary (at the employees ordinary rate of salary at the date of termination without overtime or allowances);
- (iii) with the proviso that the redundancy compensation so calculated shall not exceed 14 weeks salary; or

27.5.2 an employer may arrange for the employee to be made a suitable alternative offer of employment by another employer, and where this is acceptable to the employee then no redundancy compensation shall be payable, providing that agreement by the employee shall not be unreasonably withheld; or

27.5.3 an employer may provide the employee with a period of notice of at least 6 months, and no redundancy compensation shall be payable.

27.6 A higher settlement than that specified in sub clause 27.5.1 above is not precluded.

27.7 Redundancy compensation or extended notice as provided by clause 27.5 shall not apply where:

- (i) an alternative position with the employer is available on the same or substantially similar terms and conditions including location, and with duties within the employee's capabilities (some training may be required), which the employee elects not to take;
- (ii) an employee agrees to an alternative position with the employer, whether this is a similar position or not.

28. Employee Protection Provision

28.1 Where the employer is contracting out, selling or transferring all or part of the business, including the part of the business where the employee is employed, the following provisions will apply:

28.1.1 The employer shall endeavour to consult the employee about any proposal to sell all or part of the business or to contract out or transfer work before a final decision is made.

28.1.2 If the employer decides to proceed with the proposed restructure, it will negotiate with the new contractor/service provider with a view to endeavouring to have the new employer offer the employee employment on the same or substantially similar terms and conditions including location, and recognising service as continuous. The employee will be advised of timeframes for such negotiation and/or for the acceptance of any offer of employment and/or of any application process, in a timely manner.

28.1.3 The employee is entitled to choose whether or not to accept employment with the contractor/service provider. In the event that the contractor/service provider offers the employee employment in terms of 28.1.2 above, no redundancy situation will arise, and the employee will not be entitled to receive redundancy compensation or additional notice as specified in 27.5 above, whether or not the employee chooses to accept the offer of employment. The employee will be entitled to notice of termination with the employer as specified in this clause.

28.1.4 In the event that the contractor/service provider is not prepared to offer the employee employment in terms of 28.1.2 above, the employee will be entitled to notice of termination as specified in clause 37.1 and will remain entitled to the provisions of 27.5.

28.2 The provisions contained in this clause shall not apply where the employer is in receivership or in liquidation.

29. Confidentiality

29.1 As part of their normal duties, the employees will have access to confidential information concerning the employer and clients. This information may include, but is not limited to, business information, trade secrets, transaction details, business, employee or client records, and other confidential information relating to the employer, employees or clients.

29.2 Under no circumstances will an employee make use of, divulge or communicate confidential information to any person either during the term of this agreement or at any time after the termination of this agreement.

29.3 This shall not prevent registered health practitioners from making appropriate ethical/professional disclosures regarding individual patient clinical status and associated legal issues, in accordance with the provisions of the Privacy Act 1993. The registered health practitioner will notify the employer of such disclosures.

30. Policies and Procedures

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

30.2 The employee will be consulted regarding any additions/amendments to those policies and procedures, where such additions/amendments have a material effect on employees' conditions of employment.

31. Safe Staffing and Healthy Workplaces

31.1 The employer parties to this collective agreement are committed to providing safe staffing and a healthy workplace to their employees.

32. Whanau/Family Friendly Policies

32.1 Employers and employees recognise the value of whanau/family and will endeavour to promote whanau/family friendly policies.

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33. Health and Safety


- 33.1 The employer shall comply with the provisions of the Health and Safety in Employment Act 1992 and subsequent amendments concerning safety, health and welfare matters. The parties to this agreement agree that employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken.
- 33.2 It shall be the responsibility of the employer to ensure that the workplace meets required standards and that adequate and sufficient safety equipment is provided.
- 33.3 It shall be the responsibility of every employee covered by this agreement to work safely and to report any hazards, accidents or injuries as soon as practicable to their supervisor.
- 33.4 It is a condition of employment that safety equipment and clothing required by the employer is to be worn or used by the employee and that safe working practices must be observed at all times.
- 33.5 Attention is also drawn to the employer's policies and procedures on health and safety.
- 33.6 Where there is an Employee Participation Agreement in place, the employer recognises that to fulfil their function health and safety delegates require adequate training, paid time and facilities.

34. Accidents and Injuries

- 34.1 Where an employee is incapacitated as a result of an accident, and that employee is on earnings related compensation, and has an entitlement to sick leave, the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation. This leave shall be taken as a charge against the employee's sick leave entitlement.

35. Uniforms and Protective Clothing

- 35.1 Where an employer requires an employee to wear a uniform, it shall be provided free of charge, but shall remain the property of the employer. This sub clause does not apply in the event that the employee wears their own clothing within broad requirements such as wearing of certain colours.
- 35.2 Suitable protective clothing shall be provided at the employer's expense where the duty involves a risk of excessive soiling or damage to uniforms or personal clothing or a risk of injury to the employee.
- 35.3 Damage to personal clothing – An employee shall be reasonably compensated for damage to personal clothing worn on duty, or reimbursed dry cleaning charges for excessive soiling to personal clothing worn on duty, provided the damage or soiling did not occur as a result of the employee's negligence, or failure to wear the protective clothing provided. Each case shall be determined on its merits by the employer.

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36. Payment of Wages

- 36.1 Employees will be paid weekly or fortnightly in arrears by direct credit. Where errors, other than overpayment, have occurred as a result of employer action or inaction, corrective payment must be made within three working days of the error being brought to the employer's attention.
- 36.2 The employees shall complete timesheets as required by the employer. Wherever practicable any disputed items shall not be changed without first referring it to the affected employee.
- 36.3 The employer shall endeavour to direct credit payment of wages into the employee's bank account one clear banking day prior to a public holiday.
- 36.4 Where an employee has taken leave in advance of it becoming due, and the employee leaves before the entitlement has accrued, the employer will deduct the amount owing in excess of entitlement from the employee's final pay.
- 36.5 Deductions may be made from remuneration for any absence due to the default of the employee or for sickness in excess of paid sick leave entitlement or compensatable accident. Any monies owed by the employee to the employer upon termination will be deducted from the employee's final pay.
- 36.6 In the event of an overpayment of remuneration the employer and employee shall agree on reasonable repayments by deduction from wages / salary, except upon termination where any remaining overpayment may be recovered in full from any monies owed by the employer to the employee. Where agreement cannot be reached following discussion, the employer may deduct the overpayment either in full or by way of instalments provided 10 working days notice is provided and that any single deduction will not exceed 5% of net pay.

37. Termination of Employment

37.1 Notice Period

Either party may terminate the employment agreement with four weeks written notice, unless otherwise agreed between the employer and employee. Agreement for a shorter notice period will not be unreasonably withheld. When the agreed notice is not given, the unexpired notice shall be paid or forfeited by the party failing to give the agreed notice.

This shall not prevent the employer from summarily dismissing any employee without notice for serious misconduct.

37.2 Abandonment of Employment

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

38. Harassment Prevention

- 38.1 The parties recognise that harassment in the workplace is totally unacceptable. It is the responsibility of the employee to familiarise themselves with the relevant policy on harassment and the responsibility of the employer to communicate the extent of this policy and make it accessible to all employees.
- 38.2 Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence and other forms of intimidating behaviour.
- 38.3 Harassment complaints will be taken seriously and the employer undertakes to address these with sensitivity and impartiality.

39. Resolution of Employment Relations Problems

An "employment relationship problem" includes:

- (a) A personal grievance
- (b) A dispute
- (c) Any other problem relating to or arising out of the employment relationship but does not include any problem with negotiating new terms and conditions of employment.

Where an Employment Relationship Problem arises the parties will in the first instance seek to resolve it between the immediately affected parties. Further to this:

- (a) The employee is entitled to seek representation at any stage during the process. Help with an employment relations problem is available from within the work place (employee manager) or outside the workplace (Department of Labour 0800 800 863), or a union, an advocate or a lawyer.
- (b) If the matter is unresolved either party is entitled to seek mediation from the Labour Department or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)

A "personal grievance" means a claim that an employee:

- (a) has been unjustifiably dismissed; or
- (b) has had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the employer; or
- (c) has been discriminated against his/her employment; or
- (d) has been sexually harassed in his/her employment; or
- (e) has been racially harassed in his/her employment; or
- (f) has been subjected to duress in relation to union membership.

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

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

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

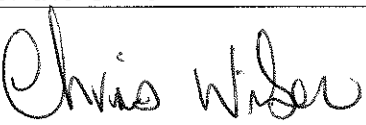
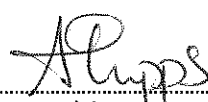

40. Deduction of Union Fees

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

41. No Pass On Provision

41.1 The employer parties to this collective agreement agree not to pass on automatically to non-NZNO members terms or conditions that are the same or substantially the same as those contained in this collective agreement.

This means that the employer and non-NZNO members shall individually negotiate their terms and conditions of employment.

Signed this <u>22nd</u> day of <u>DECEMBER</u> 2008		
AUTHORISED Representative of the UNION PARTY		AUTHORISED Representative of the EMPLOYER PARTIES
		
Chris Wilson NZNO Lead Advocate		Anna Phipps Operations Manager New Zealand Medical Association
		
		Pam Joll GM – Clinical Services Advisor WIPA and Compass Health