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***The Dutch Village Trust***  
***Collective Employment Agreement***

1 September 2022 to 31 August 2023

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## **1. PARTIES**

- (a) The parties to this collective agreement are:
- (i) The Dutch Village Trust Inc. operating as Ons Dorp Care Centre.
  - (ii) New Zealand Nurses Organisation.

## **2. COVERAGE**

This agreement is made pursuant to the Employment Relations Act 2000 and covers all Registered Nurses, Clinical Manager, Enrolled Nurse, Activity Co-ordinators, Health Care Assistants, Clerical, Domestic and Laundry (except the Village General Manager and similar management positions) employed by Ons Dorp Care Centre.

## **3. NEW EMPLOYEES**

New employees will be covered by this agreement if they come within the coverage clause and are NZNO members. The option for new employees to join the NZNO will be promoted by including NZNO information, latest CEA, and names of site NZNO representatives.

- The new employees' information will be given to the union unless the employee objects.
- All employees will be provided with a letter of offer of employment prior to commencement of their employment. Inform the employee that this Agreement exists and covers the work to be done by the employee; and
- Give the employee a copy of this Agreement; and
- Inform the employee that he/she may join the union(s), which are a party to this Agreement;
- Provide information as to how to contact the union(s) ; and
- Inform the employee that if the employee joins the NZNO, union subscriptions will be deducted from their pay each week and forwarded by the employer to the union; and
- Inform the employee that if the employee joins the NZNO, he or she will be bound by the Agreement.

## **4. CLASSIFICATION OF EMPLOYEES**

- (a) A full time employee is one whose ordinary hours of work shall be between 37.5 and 40 hours per week.
- (b) A part-time employee is one whose ordinary hours of work shall be less than 37.5 hours per week.
- (c) (i) A casual employee may be employed on an hourly basis and paid for the hours so worked. Casual employees shall be engaged on the basis that each period of engagement is a separate agreement of employment.
- (ii) Such employees shall receive an hourly rate of pay as specified in their individual employment agreement and an additional 8% (Gross Taxable Earnings) holiday pay. This entitlement shall be in full compensation for the

annual holiday provisions under the Holidays Act 2003 and Clause 8 of this agreement and shall be paid at the end of each period of engagement.

- (iii) Casual staff will not be engaged on a regular and sustained basis where it is reasonably practical to meet the requirements with full time or part time employees.

## 5. HOURS OF WORK/SAFE STAFFING

(i) The residents require care 24 hours a day, 7 days a week, 365 days a year so shift work and rosters are required to ensure that care is provided at all times;

(ii) Shift work is known to carry with it certain hazards including personal health effects, fatigue and disruption to employees ability to participate in normal life activities;

(iii) Health and Safety at Work Act 2015 (H.S.W.A) section 36(1) requires a PCBU to ensure, so far as is reasonably practicable, the health and safety of:

- (a) Workers who work for the PCBU, while the workers are at work in the business or undertaking; and
- (b) Workers whose activities in carrying out work are influenced or directed by the PCBU, while the workers are carrying out the work.

Therefore the employer shall ensure that rosters are developed to avoid the risks to employees who work the rostered shifts.

(iv) In determining the staffing required per roster period the parties note the following:

- The employer is required by the Aged Residential Care Contract to ensure that "...sufficient staff (are on duty) to meet the health and personal care needs of all Subsidised Residents at all times";
- The employer ( as a health care provider) is also required to comply with the Health & Disability Standards as to staffing --NZS 8134:2008 (Standard 2.6 and Standard 4.1);
- The employer (as a health care provider) is encouraged to a comply with the NZ Standards **Indicators for Safe Aged -- care and Dementia -care SNZ HB 8163:2005** including the Indicator for Monitoring service provider (direct care staff) levels as a minimum;

(v) The parties agree that all rosters should be developed on the basis that secure, regular and stable work hours are both necessary from the employee's point of view and desirable in terms of safe staffing and workforce development to ensure that patient and staff safety is maintained at all times.

(vi) Agreed hours of work between an individual and the employer and any agreed variation between the employer and the individual, which shall be consistent with the collective agreement, shall be recorded in writing and signed by the employer and the employee.

- (a) The ordinary hours of work shall not exceed 48 per week. Any hours worked in excess of 48 per week shall be overtime and paid for in accordance with Clause 6. The hours of work shall be those as defined in the roster or in the employee's individual employment agreement.

All practical steps shall be taken to ensure that full time employees will normally work consecutive days and will normally have two consecutive days off.

- (b) (i) The ordinary hours of work may be worked on any days of the week and at any time as determined by the employer in a roster which shall fix the number of hours to be worked in any one week.
- (ii) Once a roster has been fixed the days and hours of work may only be amended by mutual agreement between the employer and employee.
- (iii) The roster shall be made available to employees two weeks prior to its application.
- (iv) Staff who are offered additional shifts above their rostered shifts have the right to refuse if necessary.
- (v) Where there is unplanned absence the employer will use best endeavour to replace.
- (c) Any interchange of duties by employees shall be with the approval of the Village Manager or their nominated representative.
- (d) For the purposes of this clause, a “week” shall mean a seven day period from Monday to Sunday. Week shall mean a seven day period from Sunday 2301 to Sunday 2300.
- (e) Shift hours:
- (i) The Registered Nurses (RN) shall be responsible for conducting the shift handover to the incoming shift RN, and no other incoming staff shall attend handover unless required and as a result the RN shift hours shall be:
- 0645 to 1500
  - 1445 to 2300
  - 2245 to 0700
- (ii) All other staff (HCAs) shall have shift hours as follows or otherwise as required:
- 0645 to 1500
  - 0645 to 1300
  - 0645 to 1400
  - 1445 to 2300
  - 2245 to 0700
- (f) Compulsory attendance at meetings and training
- i. The employee must only attend compulsory meetings during the year.
- ii. The employee will be required to attend compulsory training from time to time. These are for fire drills, health & safety, manual handling, infection control, health & disability, and CPR.
- iii. Remuneration for both i) and ii) above are at rates as per Appendix 1.
- (g) **Shift cancellation**  
This clause only applies to any additional shifts beyond the employee’s permanent or contracted shifts which the employee agrees to work due to circumstances which

have arisen after the roster has been published and only in the following circumstances:

- Cover for sick leave or bereavement leave absence where the staff member returns and the cover is no longer needed; or
- Cover for a clinical event and/or emergency event such as a norovirus outbreak or a flood where staffing levels are fluctuating and difficult to predict.

If any employee has been offered and accepted work on a shift, then Ons Dorp Care Centre may give the employee reasonable notice – at least 24 hours before their shift starts – if they are no longer required to work that shift.

If no notice is given then the employee will be required to work the shift.

- (h) Should the RNs be requested by the employer to test other staff and residents for COVID-19 then they shall do so only by agreement and receive training prior to carrying out any testing.

The employer agrees that RNs carrying out testing will not have to do so in addition to his or her normal workload. Testing of staff and/or residents will be the sole nurses sole focus for the duration of time spent testing staff and /or residents.

Appropriate PPE shall be available consistent with the Ministry of Health guidance.

## **6. OVERTIME**

Except in the case of emergencies or when rostered by agreement no overtime will be worked without the written authority of the Village Manager or their nominated representative. All hours worked in excess of either 8 hours in any one day, or 48 hours per week shall be deemed to be overtime and shall be paid at the rate of time and one half. Where overtime is worked between the hours of midnight Friday and midnight Sunday the weekend allowance in clause 9 (a) shall not apply.

## **7. MEALS AND REST BREAKS**

- (a) The employee will be entitled to the following rest and meal breaks:

If the employee works:

| <b>Time Period</b>   | <b>Break</b>  |
|----------------------|---|
| 2 to 4 hours         | One 10-minute paid rest break   |
| 4 hours to 6 hours   | One 10-minute paid rest break; and one 30-minute unpaid meal break  |
| 6 hours to 8 hours   | Two 10-minute paid rest breaks; and one 30-minute unpaid meal break   |
| 10 hours to 12 hours | Two 10-minute paid rest breaks; and one 30-minute unpaid meal break<br>Plus an extra 10-minute paid rest break  |
| 12 hours to 14 hours | Two 10-minute paid rest breaks; and One 30-minute unpaid meal break<br>Plus two extra 10-minute paid rest breaks and<br>One extra 30-minute unpaid meal break |

Due to the nature of the business, employees who are unable to apply their afternoon 10-minute rest break shall take the morning and the afternoon rest breaks combined as a 20-minute rest break.

- (b) The employer shall provide tea, coffee, milk and sugar.  
.
- (c) Staff who are unavoidably detained or interrupted can apply to the employer's representative for a paid meal break (or time in lieu if agreed).
- (d) Employees may be required to remain within the Trust's premises during a meal break. This is to ensure that staffing requirements acceptable to the Employer are met and the needs of the patients and residents met as appropriate.
- (e) Where employees are unable to be relieved from work for a meal break or work short staffed the employee directly affected shall nevertheless arrange with the shift RN to have a meal break as soon as they can arrange during their shift. However if the employee did not take a meal break and with the RN sign –off they shall be entitled to an additional 30 minutes pay.

## **8. WAGES / SALARY**

The respective rates and allowances are as detailed in Appendix 1 of this agreement.

## **9. ALLOWANCES**

To be paid in addition to ordinary hourly rate.

### **(a) Weekend Allowance**

For all hours worked between midnight Friday and midnight Sunday the allowances below will be payable:

- Registered Nurses: \$6.50per hour
- Enrolled Nurses: \$6.25 per hour
- Care Givers/Domestic: \$6.00per hour

### **(b) Nightshift Allowance**

A single amount of \$12.00 shall be payable to all staff for each nightshift worked.

### **(c) Orientation Allowance**

Current employees actively orientating new staff members will be entitled to an allowance of \$16 per shift.

- (d) Where Ons Dorp is the primary employer the cost for the renewal of Practicing Certificates will be reimbursed.

## **10. PAYMENT OF WAGES / SALARY**

- (a) Wages/salaries shall be payable fortnightly.
- (b) Wages/salaries shall be paid not later than Wednesday following the end of the pay period. The pay period shall be Monday to the second following Sunday.
- (c) Wages/salaries shall be paid by direct lodgement at a bank to the credit of an account standing in the name of the employee.
- (d) The employer shall supply the employee with written details showing how wages/salaries are compiled.
- (e) In the event of an overpayment of wages to the employee the employer will provide the details of the alleged overpayment in writing and enter into consultation with the employee in an effort to agree on the amount and intended method of recovery. But failing agreement the employee authorizes the employer to recover the amount of overpayment by way of deduction.
- (f) In the event that the employee's employment is terminated or the employee resigns, the employee hereby authorizes the employer to deduct from the employees pay whatever monies the employer may be owed under the employment relationship including annual holidays or sick leave taken in advance and the cost of replacement of any item of uniform or equipment not returned at termination of employment.
- (g) Time in Lieu and Annual Leave are shown on pay slips. Normal procedure is to be followed when applying for leave and the employer will reply as soon as possible. You are entitled to sick leave when you are sick and if you want the balance you need to ask the payroll. Employees are to be informed first if the employer makes any changes.

## 11. **PUBLIC HOLIDAYS**

- (a) The following are recognised as public holidays and shall be paid in accordance with the Holidays Act 2003:  
  
*Christmas Day, Boxing Day, New Year's Day, 2 January, Waitangi Day, ANZAC Day, the birthday of the reigning Sovereign, Good Friday, Easter Monday, Labour Day and the Anniversary Day of the province, and Matariki Holiday (Variable, 24 June 2022).*
- (b) The holidays referred to in subclause (a) shall be observed in accordance with the Holidays Act 2003. Should any Christmas, New Year, Waitangi Day, and ANZAC Day public holiday fall on Saturdays or Sundays in any particular year, such holidays shall be observed in accordance with section 45 of the Holidays Act 2003.  
NOTE: This prescribes whether the holiday will be observed on the actual day be it Saturday or Sunday or transferred to the next Monday or Tuesday depending whether the actual day is a normal working day for the employee
- (c) Time worked on a public holiday shall be paid for at time and one half of the ordinary rate of pay. In addition, the employee shall be allowed an alternative holiday paid at the relevant daily rate of pay.
- (d) **Leave on Pay**



When a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay, the employee is entitled to that public holiday which is not to be debited against such leave.

## **12. ANNUAL HOLIDAYS**

- (a) Annual Holidays of four weeks shall be allowed in accordance with the provisions of the Holidays Act 2003. At least one two-week block of leave has to be taken by the employee per annum, as may be mutually arranged between the employer and the employee.
- (b) Employees entitled to holidays shall receive payment for same prior to commencing the holiday.
- (c) Notice of request for annual leave is to be made in writing two weeks prior to commencement date or less by mutual agreement of such leave and shall be confirmed in writing within seven days.
- (d) From 1 April 2007 staff who have completed 5 years of service are entitled to two Ons Dorp loyalty days per year, paid out at ordinary rates, i.e. at employee's normal daily hours and employee's ordinary rate.

## **13. LONG SERVICE LEAVE**

- (a) Employees shall be entitled to special holidays as follows:
  - (i) One special holiday of one week after the completion of 10 years and before the completion of 15 years of current continuous service with the Trust.
  - (ii) One special holiday of one week after the completion of 15 years and before the completion of 25 years of current continuous service with the Trust. This is with the exception of any employee that will reach fifteen years' service within the term of this agreement (1 September 2017 – 31 August 2018): in this case, Ons Dorp will honour the existing agreement of two weeks special holiday leave
  - (iii) One special holiday of one week after the completion of 25 years and before the completion of 35 years of current continuous service with the trust.
- (b) All special Holidays provided for in subclause (a) of this clause shall be as defined in the Holidays Act 2003 and may be taken in one or more periods as at such time as may be agreed by the Trust.
- (c) If an employee having become entitled to long service leave, terminates his/her employment before such holiday has been taken he/she shall be paid in lieu thereof.

## **14. SICK LEAVE**

- (a) Upon commencement of employment with The Dutch Village Trust, a new employee who is unable to work because of sickness shall be entitled to 5 days paid sick leave within the first six months of employment. For each 12 month period from the 6 month anniversary date, an employee is entitled to 15 days paid sick leave

- (b) Sick Leave may be taken when:
  - (i) the employee is sick; or
  - (ii) The spouse of the employee is sick; or
  - (iii) A dependent child or dependent parent of the employee or of the spouse of the employee is sick.
- (c) Employees shall be entitled to use any available sick leave to supplement earnings related compensation by 20% for any day for which the employee is paid earnings related compensation under the Accident Rehabilitation and Compensation Insurance Act 1992.
- (d) Sick leave shall accumulate to a maximum of 60 days by carrying forward from one year to another any unused paid sick leave.
- (e) Employees shall notify the employer, as soon as possible on any day that the employee wishes to take sick leave, of their intention to take leave.
- (f) Employees shall not be entitled to be paid sick leave for any day for which the employee is paid earnings related compensation under the Accident Rehabilitation and Compensation Insurance Act 1992.
- (g) Employees shall not be entitled to be paid sick leave on any day not normally worked by them.
- (h) The employer may require a claim for sick leave to be supported by a medical certificate.
- (i) The entitlements contained in this clause shall not form part of any benefit payable on termination of the agreement.
- (j) In order to achieve best safety for residents, where an employee is asymptomatic but is required to isolate for reasons related to Covid-19 exposure, there will be no deduction from their sick leave but they remain paid at the relevant daily rate until cleared to work.

In addition The Dutch Village Trust, at its discretion, approve up to 5 days additional leave on pay in any one year on a case by case basis.

## **15. BEREAVEMENT LEAVE**

- (a) For the purposes of this sub clause, an employee suffers a bereavement:
  - On the death of his or her:
    - (i) Spouse; or
    - (ii) Parent; or

- (iii) Child; or
- (iv) Brother or sister; or
- (v) Grandparent; or
- (vi) Grandchild; or
- (vii) Father in law or mother in law; or
- (viii) On any occasion on which the employer accepts that by reason of the death of any person, the employee has suffered a bereavement.
- (ix) Where the Employee or their partner suffers a still birth or miscarriage
- (b) The employee shall be entitled to three days paid leave on the occasion of having suffered a bereavement as defined.
- (c) The employee may receive leave under subclause (a) for longer than three days at the discretion of the manager. Payment for such absence shall also be at the discretion of the manager.

**NOTE:** The provisions of Clauses 14 and 15 above are inclusive of and not in addition to the special leave provisions contained in the Holidays Act2003.

## **16. STUDY LEAVE / IN HOUSE TRAINING / STAFF MEETINGS**

- (a) Study leave may be given to employees at the discretion of the Employer. For approved courses, employees are entitled to up to three study days per annum paid at the employee's normal working hours.
- (b) An employee who is required to attend a mandatory in-service training provided by the Employer shall be paid for such time at their ordinary rate of pay.
- (c) An employee who has approval from the Village Manager to attend a study day, course or conference will be paid for such time at their ordinary rate of pay, if the study day, course or conference falls within their normal working hours. If the study day, course or conference falls outside the normal working hours the Village Manager shall only pay for the cost of the study day, course or conference but that the Village Manager, may, at their discretion, grant a paid day or part thereof in lieu.
- (d) The employer encourages staff to be trained and to that end will support those care workers who wish to commence and/or complete Careerforce/ACE national certificate qualifications by entering Training Agreements with those care workers.
- (e) The employer is also aware of the vital role that the registered and enrolled nurses play in the care of residents and supports those nurses to complete, at a minimum, all Nursing Council education requirements necessary to maintain their practice.
- (f) The employer will support staff training and study by covering the reasonable costs of enrolment and participation in said training provided that the training is approved by the employer.
- (f) Dementia Training –

The Employer recognizes the need and will endeavour to provide staff with ACE Dementia Training.

**17. PARENTAL LEAVE**

The provisions of the Parental Leave and Employment Protection Act 1987 and its subsequent amendments shall apply to Employees covered by this agreement.

**18. JURY SERVICE**

- (a) Employees shall be granted Jury Service Leave as per the following conditions:

The difference between the fees (excluding reimbursing payments) if any, paid by the Court, and the employee's ordinary rate of pay shall be made up by the employer provided:

- (i) The employee produces the Court expenses voucher to the employer.
  - (ii) The employee returns to work immediately on any day he/she is not actually serving on a Jury.
- (b) Employees must at the earliest opportunity advise the employer they have been called to attend Jury Service and work co-operatively with the employer to discuss options.

**19. UNION PROVISIONS**

- (a) **Access**

The NZNO shall be granted access to Ons Dorp Care Centre in accordance with sections 19 to 25 of the Employment Relations Act 2000. Such access will not be unreasonably withheld.

- (b) **Deductions**

Ons Dorp Care Centre shall deduct and remit Union fees fortnightly as requested by members.

- (c) **Union Meetings**

- (i) The Union's party to this agreement shall arrange and have approved by Ons Dorp Care Centre a minimum of four paid hours per annum for Union meetings. The Unions shall provide at least 14 days' notice of the date, time and location of Union meetings unless the parties mutually agree to a lesser time.

- (ii) Sufficient employees shall remain on duty to ensure that proper care of residents is maintained during the time of the meeting.

- (iii) Normal duties shall resume as soon as practicable following the conclusion of the meeting. The Union/s shall provide a list of the names of members that attend the meeting and advise the duration of the meeting.

- (d) **Delegates**

Ons Dorp Care Centre and recognises that the delegates of the Union (NZNO) party to this agreement are the authorised representatives of Union members, and that their role as delegate includes recruitment, education, attendance at meetings, negotiations and consultative forums and reasonable paid ordinary time will be allowed to fulfil these functions.

The employer acknowledges the key role delegates play in the development of the industrial relationship. To develop delegates and enable them to effectively represent the interest of the membership, the business and the union, the parties to this agreement recognise the following delegates' rights.

1. To be recognised as the democratically elected union representative in the workplace.
2. To be introduced by the employer to new employees as part of the induction process.
3. To have time off without loss of pay to attend trade union education courses as endorsed by the unions. The union shall give not less than 10 working days' notice to Ons Dorp management of any such course.
4. To have reasonable time off to conduct on- site delegate business, and accessibility so employees can approach, or be approached by the delegates to discuss work related matters.
5. To have reasonable time off without loss of pay for any off-site union business including meetings or conferences of the unions, representation on any of the unions democratic structures, industry councils and delegate meetings, as authorised by the union.
6. To call meetings during work hours, after consultation with managers.
7. To accompany or be accompanied by another member or delegate at any meeting concerning union matters.
8. To be able to consult with other delegates within the company about mutual matters of concern.
9. Where more than one delegate is present on a site, delegates will be entitled to meet in paid at the same time to deal with union business. Where there are 5 or more delegates on a site a formal work site committee will be set up and will be entitled to meet collectively in paid time to deal with union business. The timings of such meetings prearranged with the employer.
10. To have access to a telephone, computer and scanner (where practicable), and the ability to make calls to a union mobile phone when necessary. All union correspondence via emails will be confidential and shall not be monitored or read by the employer.
11. To have access to emails, and to facilities to keep and distribute records and other union materials; for example, a 2 drawer filing cabinet or other storage, printing and photocopying.
12. To have exclusive use and control of union notice boards.

13. To have access to all information necessary to enable them to effectively carry out their responsibilities.

14. To be free from all forms of victimisation and discrimination regarding their role as a delegate, including no unreasonable limitation on progress within the employer's career path structure.

(e) **Consultation**

The employer recognises that staff and their union have a mutual interest in ensuring an effective and efficient workplace and that all parties to this agreement have an important contribution to make to achieve this outcome.

Staff and their union recognise the right of the employer to manage, organise and make decisions on the procedures and policies of Ons Dorp.

The employer agrees that where changes are required to business structure, work practices or employment conditions which will significantly affect members; terms and conditions of employment, it will consult with affected members and/or their representatives prior to the implementation of any such changes.

(f) **Employment Relations Education Leave**

- (i) Ons Dorp Care Centre shall grant paid employment relations education leave in accordance with the provisions of Part 7 of the Employment Relations Act, 2000.
- (ii) The number of days of employment relations education leave granted per annum shall be based on the formula set out in the Employment Relations Act 2000. The formula is based on the Act's definition of an "eligible employee".

| <b>Full Time Equivalent Eligible Employees</b> | <b>Max. Days of Employment Relations Education Leave the Union May Allocate</b>  |
|--|--|
| 1-5  | 3  |
| 6-50   | 5  |
| 51-280   | 1 day per 8 FTEE or part of that number  |
| 281 or more                                    | 35 days plus 5 days for every 100 FTEE more part of that number that exceeds 280 |

- (iii) An eligible employee who normally works 30 hours or more equal 1 FTE. An eligible employee who normally works less than 30 hours per week equals 0.5 FTEE.
- (iv) As of the 31<sup>st</sup> March each year the Union party to the agreement shall notify Ons Dorp Care Centre of the:
  - Maximum number of employment relations education leave days, and the
  - Details of the calculation.

- (v) Employees who have been allocated employment relations education leave by the Unions party to the agreement shall advise Ons Dorp Care Centre and as soon as possible and not later than 14 days before the first day of such leave.
- (vi) Ons Dorp Care Centre and shall not refuse an eligible employee taking employment relations education leave unless taking the leave on the dates notified would unreasonably disturb the organisation's business.

## **20. SUPERANNUATION**

- (a) The Employer has elected the ASB as its default provider but the employee is able to choose their own Kiwi Saver provider.
- (b) The employer shall deduct and remit all contributions pursuant to the Kiwi saver scheme.
- (c) IRIS is a superannuation scheme available to Union employees.
- (d) In the event that the employee chooses IRIS the employer will remit contributions to that scheme but that the employer will pay only that part of any IRIS administration fees that is subsidized by the NZ Government.

## **21. POLICIES AND PROCEDURES AND EMPLOYEE OBLIGATIONS**

In addition to the Job Description the employee shall be required to observe the policies and procedures of the employer.

The parties recognise that policies and procedures may be changed from time to time to ensure the smooth operation of the employers business and whilst it does not form part of this agreement they are binding on the parties.

Should any discrepancies occur between the provisions of this agreement and any policies and procedures covering the terms and conditions of employment referred to in this agreement, then the provisions of this document shall take precedence.

## **22. CONFIDENTIALITY**

- (a) The Employee shall not, either during the period of their employment with the Employer or thereafter, copy, reveal or disclose to any person or entity (including other Employees except as authorised by the Employer) any confidential information (except as shall be required for the proper performance of duties) or use such information to their benefit.
- (b) The Employer considers the following information to be confidential but not limited to; Employee lists and Employee information, financial statements, products and services data, financial condition data, pricing data, business plans, business records, resident lists and details, project records, correspondence, market reports, suppliers and vendor lists, business manuals, policies and procedures, ideas, systems, practices, studies, technologies, inventions, security arrangements, codes and passwords and all other commercially sensitive or valuable information which may be disclosed by the Employer during the employment, and whether or not made, developed and/or conceived by Employee during the employment.

**23. CONFLICT OF INTEREST**

- (a) An employee shall not engage in any activity (including other employment) which affects their ability to carry out their responsibilities or is to the detriment of the employer
- (b) An employee must disclose any other employment they have at the commencement of employment or at any time through their employment
- (c) If the employee has any other employment they must advise the employer in writing of their other employer(s) and hours they are undertaking. This information is required to ensure that the employer operates a safe working environment.

**24. UNIFORM**

- (a) All employees shall be provided with full new uniform in accordance with the employer's Policy.
- (b) The complete uniform shall be worn in the prescribed manner. Employees shall maintain their uniform in a clean and presentable condition at all times.
- (c) A person supplied with uniforms must return such uniforms on termination of employment prior to receiving any final monies owed by the employer.
- (d) The employer will provide personal protective equipment as required.
- (e) **All employees shall be entitled to \$80 shoe allowance annually.  
For 2021 to 2022 payment will be paid out in the next pay period (pay day on 9 November 2021)**
- (f) **Trousers will be provided by employer this year . – Waiting for the supply to arrive 2021.**

**25. REDUNDANCY**

- (a) In the event of a redundancy situation:
  - (i) The employer shall give the employee and the employee's organisation one month's notice of an impending redundancy involving that employee(s).
  - (ii) Employees other than casual employees shall be entitled to four weeks' notice of termination or be paid in lieu when the notice period is less than four weeks. The employee shall also be entitled to compensation of four weeks' pay for the first year of service, plus two weeks' pay for each subsequent year of service to a maximum of 10 years' service.
- (b) Every reasonable endeavour shall be made to assist the employee to find alternative employment within the workplace.



- (c) Employees shall be entitled to reasonable paid time off to attend job interviews while working out their notice of redundancy.

## **26. TERMINATION OF EMPLOYMENT**

(a)

When an employee wishes to resign he/she shall give the employer two weeks' notice with the exception of registered nurses who must provide four weeks' notice unless a different period of notice is agreed between the employer and the employee, but this shall not affect the employer's right to dismiss an employee for serious misconduct, when an employee shall be subject to instant dismissal and entitled to payment up to the day of dismissal only.

- (b) If employees leave their employer's service without notice and without good cause, they shall forfeit an ordinary fortnight's pay.
- (c) At the termination of employment providing the proper notice is given the employer, subject to the return of all uniforms, keys and any other equipment so supplied, pay the net amount due to the employee no later than the next normal pay period, unless otherwise agreed to by both parties. The employer shall also deduct any other monies owed by the employee.
- (d) Notice shall be in writing.

## **27. ABANDONMENT OF EMPLOYMENT**

Where employees absent themselves from work for more than three (3) days without the consent of the employer or without notification to the employer, they shall be deemed to have abandoned their employment unless a reason satisfactory to the employer can be given.

## **28. VARIATIONS**

Any provision contained in this collective agreement may be varied by agreement between the employer and employee(s) concerned. Any such variations shall be recorded in writing.

## **29. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS**

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

(a) Definitions

An "employment relationship problem" includes:

- (i) A personal grievance;
- (ii) A dispute;

- (iii) Any other problem relating to or arising out of the employment relationship; but does not include any problem with negotiating new terms and conditions of employment.

A personal grievance” means a claim that an employee has:

- (i) Been unjustifiably dismissed; or
- (ii) Had his/her employment, or conditions of employment, affected to his/her disadvantage by some unjustifiable action by the employer; or
- (iii) Been discriminated against in his/her employment; or
- (iv) Been sexually harassed in his/her employment; or
- (v) Been racially harassed in his/her employment; or
- (vi) Been subjected to duress in relation to union membership.

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

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

(a) **Time Limit On Raising Personal Grievance**

An employee who believes he/she has a personal grievance must raise the grievance with the employer within 90 days of the grievance arising (or of the employee becoming aware that he/she has a grievance). If it is not raised in that time the employee must seek leave to pursue the grievance.

(b) **Raising Employment Relationship Problems**

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

(c) **Mediation**

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

(d) **Employment Relations Authority**

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

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

**30. TERM OF AGREEMENT**

This agreement shall come into force on 1<sup>st</sup> September 2022 and continue until 31<sup>st</sup> August 2023. The hourly wage increases are effective from 1<sup>st</sup> September 2022.

**31. FAMILY VIOLENCE CLAUSE**

Family violence may impact on an employee's attendance or performance at work. The employer will support staff experiencing family violence. This support includes:

- For those experiencing family violence, up to 10 days of paid leave in any calendar year to be used for medical appointments, legal proceedings and other activities related to the family violence. This leave is in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- To support safety planning and avoidance of harassing contact, the employer will approve any reasonable request from an employee experiencing family violence for:
  - changes to their span or pattern of working hours, location at work or duties;
  - a change to their work telephone number or email address; and
  - any other appropriate measure including those available under existing provisions for flexible work arrangements.

An employee who supports a person experiencing family violence may take domestic leave to accompany them to court, to hospital or to mind children.

All personal information concerning family violence will be kept confidential and will not be kept on the employee's personnel file without their agreement.

Proof of family violence may be requested and can be in the agreed form of a document from the Police, a health professional or a family violence support service.

Family violence means domestic violence as defined by s2 of the Domestic Violence Act 1995.

**32. UNION RECOGNITION**

No Pass On – The terms and conditions agreed to under these negotiations are for union Members only.

Signed on behalf of the  
**DUTCH VILLAGE TRUST**

Gary Williams. Date 29-08-2022

Signed on behalf of the  
The Employees named In the First Schedule by the  
**NEW ZEALAND NURSES ORGANISATION**

Luana Seve. Date 29-08-2022

## **SCHEDULE ONE**

### **Employee Protection Provision**

#### **Introduction**

The following provisions apply when the Employer's business is to be restructured and work performed by any or all employees covered by this Collective Agreement is to be performed for a new employer.

#### **Definitions**

"New employer" shall have the same meaning as in the Employment Relations Amendment Act (No 2) 2004.

#### **Consultation with unions**

The employer agrees to consult with the unions that a party to this Collective Agreement over the implications of any restructuring proposal for affected employees as soon as practical.

#### **When consulting with the applicable unions, the employer will:**

1. Provide the unions with relevant information about the general nature of the restructuring proposal and details of how it is likely to impact on the affected employees, including the timing of the negotiations and of the implementation of any transaction with the new employer;
2. Discuss with the unions the notification of all affected employees who are covered by this Agreement and supply to the unions a list of employees who are affected by the proposed restructuring;
3. Give the unions reasonable time in which to meet and consult with their members and for the affected employees and their unions to consider the proposal and its implications, and to make comments and suggestions about it;
4. Respond to the submissions (written and/or verbal) of the unions and affected employees.

After receiving proposals from potential purchasers, the employer will provide any relevant and necessary information from the potential purchasers as requested by the applicable unions. This obligation is subject to the potential new employers' rights to impose reasonable conditions on the disclosure and/or circulation of commercially sensitive information.

On and from the date on which employees covered by this Collective Agreement elect to transfer to the new employer, the new employer becomes a party to this Collective Agreement in relation to these employees.

#### **Specified categories of employees**

Those employees performing cleaning, food catering, caretaking or laundry services, who elect to transfer to the new employer, shall automatically become an employee of the new employer on the same terms and conditions as applied immediately before the specified date, including terms and conditions relating to whether the employee is employed fulltime or part-time and their employment will be treated as continuous, including service-related entitlements.

Employees who are covered under Schedule 1A who elect to transfer to the new employer and who are subsequently declared redundant by the new employer for reason relating to the restructuring shall be entitled to redundancy compensation from the new employer as per clause 24 of this Collective Agreement, including recognition of continuous service. The union reserves the right to bargain with the new employer for redundancy entitlements over and above those contained within this Collective Agreement.

### **Condition of sale or lease**

With respect to all other employees, the employer shall make every effort to ensure the current business operations remain the same, including the ongoing employment of all existing employees on the same terms and conditions of employment, performing the same duties or similar duties that the employee is willing to accept, and including the recognition of each employee's service and agreement entitlements. The employer will advise the union of the success or otherwise of those negotiations.

### **Right to elect to transfer**

All affected employees must be given a reasonable opportunity to exercise their right to elect to transfer to the new employer, or not to transfer.

### **Implications for redundancy compensation of election to transfer**

Those employees who elect to transfer to the new employer on the same terms and conditions, and performing the same duties, with full recognition of service-related entitlements as above, shall not be entitled to redundancy compensation from the employer because of the transfer. Any subsequent redundancy from the new employer would include recognition of service with the employer.

### **Other employees**

In the case of employees who are not classified as vulnerable workers as in, where the new employer makes no offer in accordance with the criteria above (i.e. on the same terms and conditions, with the same duties, and with recognition of continuous service). The employer shall meet with the unions to discuss the options available to those affected employees, including:

- Redeployment to a position within the organisation on the same terms and conditions and carrying out substantially the same duties or duties which the employee agrees to accept; **or**
- If the employer is unable to offer a position with the same terms and conditions, the same or similar duties which the employee is willing to accept, and recognition of continuous service, the employee shall be paid redundancy compensation in accordance with clause 24 of this Agreement; **and**
- A minimum of 3 days off work without loss of pay to attend interviews for alternative employments; **and**
- The ability to terminate employment before expiry of the notice period without forfeiting any entitlement, including payment in lieu of notice (note that the employer's consent in such circumstances will not be unreasonably withheld); **and**
- A certificate of service shall be provided; **and**
- A statement of any entitlement to redundancy compensation in accordance with this Collective Agreement and a calculation of agreement and statutory entitlements up to and including the final day of pay; **and**
- Counselling and/or career coaching shall be made available.

## APPENDIX 1

### Wages/Salary/Allowances

**The new rates are effective from the 1st of September 2022 for all RNs paid and printed rates and Domestic staff, Healthcare Assistants, Diversional Therapists and Activity Assistants.**

(a) Clinical Manager Rate: As Negotiated by the General Manager

#### **Charge Nurse**

|        |         |
|--------|---------|
| Step 1 | \$42.56 |
| Step 2 | \$43.92 |

#### **Registered Nurse**

|        |         |
|--------|---------|
| Step 1 | \$35.08 |
| Step 2 | \$36.40 |
| Step 3 | \$37.73 |
| Step 4 | \$39.05 |
| Step 5 | \$40.37 |
| Step 6 | \$41.34 |
| Step 7 | \$42.60 |

- PDRP Allowances of \$1000 per PDRP- one off, excluding NETP

Any further increases beyond RN step 5 is subject to management discussion with individual staff member relating to his/her performance of attainment or additional skills or qualifications that will benefit her/him and the work of Ons Dorp.

Any additional funding received as a result of discussions about the potential flow on pressure of the NZNO/DHB MECA shall be applied to nurse rates of pay.

#### **Responsibility sections for RN's**

Section 1: After 1 year of completion of the employment the RN must take lead on 1 of the roles as below in order to move to one of the next steps outlined above:

- Infection Control Coordinator
- Restraint Coordinator
- Health & Safety, Fall prevention coordinator
- Careerforce Assessor
- Wound prevention and management coordinator
- Palliative care coordinator
- InterRAI Assessor

Section 2: After 2 years of completion of employment the RN must comply with 1 option from the options below (in addition to one of the roles from section 1)

- PDRP proficient
- Preceptorship
- Assist with Audits
- Participate or lead a Continuous Quality Project

### Enrolled Nurse

|        |         |
|--------|---------|
| Step 1 | \$31.00 |
| Step 2 | \$31.58 |
| Step 3 | \$32.15 |
| Step 4 | \$33.01 |

### Healthcare Assistants, Diversional Therapists & Activity Assistants

| Step  | New rates effective from 1 Sep 2022 |  |  |  |
|---|-------------------------------------|--|--|--|
| 4   | \$29.46                             |  |  |  |
| 4(a) if you are on level 4 based on service not qualification | \$28.36                             |  |  |  |
| 3   | \$27.28                             |  |  |  |
| 2   | \$25.09                             |  |  |  |
| 1   | \$23.46                             |  |  |  |

The employer agreed that rates in line with anything higher achieved through government Care and Support Settlement negotiation would apply.

\*"Qualifications" are those recognised by NZQA

All existing workers who reach 12 years current continuous service with their employer after 1 July 2017 and who have not achieved a Level 4 Certificate will move on to the following rates:

#### Pay Scale two

| After 1 July 2017 | On or after 1 July 2018 | On or after 1 July 2019 | On or after 1 July 2021 |
|-------------------|-------------------------|-------------------------|-------------------------|
| \$22.50           | \$23.50                 | \$24.50                 | \$26.32                 |

"Current continuous service" includes service recognized as continuous for the purposes of transferring workers.

### Maintaining the value of the pay rates

Ons Dorp Care Centre will maintain pay increases in line with Ministry of Health (MoH) pays and inflation cost for rest home/hospital.

### Who is covered by the Equal Pay Settlement?

In residential aged care the occupational groups that this settlement covers are:

Caregivers and Activities Coordinators and other workers with different titles, but who perform this type of work, such as Healthcare Assistants, Recreational Therapists, Diversional Therapists, Physiotherapy Assistants and Occupational Therapist Assistants.

### **Support for Training to get qualifications**

With pay rates linked to qualifications access to and recognition of training has become a key issue for caregivers/Healthcare Assistants. The employer is obliged to ensure carers are able to gain qualifications, and do so within specified time periods below.

The goal is to have an industry wide workforce which is trained to meet current and future service needs. The contracts between funders and providers (employers) will require employers to provide the necessary systems and support for employees to reach the following NZ Qualifications Authority Health and Wellbeing Certificate (or their relevant equivalent) qualifications within the following time periods:

- Level 2 qualification – within 7 months of commencement of employment and
- Level 3 qualification – within 19 months of commencement of employment and
- Level 4 qualification – within 31 months of commencement of employment

To help employees with the time required to complete this training the Government will fund employers for two days per employee per year as its contribution to education and training.

If the employer doesn't take reasonable steps to support and enable the employees to complete the qualification in the agreed timeframe, then the employee will be entitled to take a personal grievance against his/her employer.

The employers support to attain these qualifications shall include:

- Paying the fees of training courses
- Providing 5 days of paid study leave per year
- Providing access to supervisors and assessors
- Computer and literacy support including access to a computer where required
- Support the appointment and training of peer support workers or learning representatives to help care and support workers complete qualification and allow reasonable work time for peer support workers and learning reps to carry out this role
- Maintain a record for every care and support worker in their employment, accessible to a union representative that sets out the care or support workers qualification development.

### **Domestic (laundry/cleaners/)**

|        |         |
|--------|---------|
| Step 1 | \$22.75 |
| Step 2 | \$23.80 |
| Step 3 | \$24.96 |
| Step 4 | \$25.53 |
| Step 5 | \$26.11 |

Laundry and Cleaners staff shall be on step 5 after completion of 5 years continuous service.

In addition to Domestic staff rates; an increase of \$0.50 will be added on completion of the Career Force House Keeping Training.

The training is provided and paid by Ons Dorp.



When the District Health Board provides funds to the Employer for the specific purpose of a wage increase to any of the Employee categories covered by the CEA then the Employer will apply those funds in accordance with the formula provided by the DHB.

Ons Dorp will review wages with NZNO amongst other things, including any increase that has been paid by the District Health Board that is targeted specifically to payment of wage increases for staff.

The Dutch Village Trust publicly supports gender equal pay in principle, and offers practical support to ensure the funding is enough to deliver equal pay at the earliest opportunity. As part of the settlement of the CEA the employer shall facilitate union access to all staff during working hours to update them on developments in the Equal Pay Case and to share information on the work being done by the Caring Counts Coalition.

**(b) Progression Through Salary Scale**

No part-time employee shall remain on the same wage step for more than two years, or 2080 hours whichever comes first except where an employee's ordinary hours of work are 37.5 per week movement through to the next wage step shall be after two years or 1950 hours service whichever comes first or where an employee's ordinary hours of work are 38.75 per week movement through to the next wage step shall be after two years or 2015 hours service whichever comes first.