

# KNOX HOME TRUST BOARD

## COLLECTIVE AGREEMENT

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**DATED: 1 September 2022 to 31 August 2023**

**PARTIES:**

The Knox Home Trust Board (the employer)

The New Zealand Nurses Organisation Incorporated (NZNO)  
E tū INCORPORATED (E tū)

THIS AGREEMENT (hereinafter referred to as a "CA") is made pursuant to the Employment Relations Act 2000.

The CA is based on the following facts:

- A. The Employer operates the Elizabeth Knox Home and Hospital at 10 Ranfurly Road, Epsom.
- B. The Elizabeth Knox Home and Hospital is organised and managed to:
  - (a) provide optimum quality resident care;
  - (b) encourage employees to extend their knowledge and increase their personal satisfaction;
  - (c) to maximise resident dignity, comfort, security and respect;
  - (d) recognise residents' choice, rights and entitlement to respect, privacy and self determination.
- C. The employer and the employees agree that it is in their mutual interest that the Elizabeth Knox Home and Hospital should be run efficiently, competitively and profitably.
- D. The employer and the employees acknowledge that each are entitled to fair and reasonable treatment from the other.
- E. The parties have reached an amicable agreement regarding their terms and conditions of employment and wish to record their agreement as follows:

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## **IT IS HEREBY AGREED AS FOLLOWS:**

### **1. DEFINITIONS**

"Annual Practising Certificate" means a certificate issued pursuant to the Health Practitioners Competence Assurance Act 2003.

"Duty" means the period of work required of a nurse within each period of 24 hours.

"Relevant Daily Pay" means the amount of pay that the employee would have received had the employee worked on the day concerned, as set out in section 9 of the Holidays Act 2003.

"Enrolled" means qualified to be registered as an enrolled nurse in accordance with the Health Practitioners Competence Assurance Act 2003.

"Full time employee" means an employee who is engaged to work a minimum of 37 ½ hours per week.

"Part time employee" means an employee employed for less than 37 ½ hours per week and employed for a set number of days, hours and/or duties per week as set out in the employee's letter of appointment. Where additional work becomes available this may be offered first to the part time staff before additional staff are considered.

"Relief employee" means an employee who does not have a regular or permanent contract for employment but is available to temporarily fulfil the duties of an absent part time or full time employee.

"On Call" means a period when an employee is required to remain available to attend work during otherwise off-duty times. Relief employees are not required to be on call unless specifically requested in advance by a Clinical Mentor / RN Home Lead.

"Registered" means included in the register of nurses defined in Health Practitioners Competence Assurance Act 2003.

"Rostered duties" means the list of duties prepared in advance to cover the needs of the patients and residents at Elizabeth Knox Home and Hospital.

### **2. OCCUPATIONAL CLASSIFICATIONS**

"Clinical Mentor / RN Home Lead" is a member of staff who has been appointed to supervise a section of the hospital or rest home and reports to the Care Leader.

"Registered Nurse" means a person who is registered in New Zealand as a nurse and who holds a current annual practising certificate.

"Enrolled Nurse and Nurse Assistant" means a person whose name is on the register in New Zealand as an enrolled nurse or nurse assistant and who holds a current annual practising certificate and who works under the supervision of a registered nurse.

"Care Giver / Care Partner" (also known as "Health Care Assistant") shall mean a member of the care team employed to support residents with all aspects of their personal care under the direction and supervision of a Registered Nurse or Clinical Mentor or RN Home Lead.

“Laundry Assistant” means a person employed to carry out laundry duties.

"Preceptor" means a person who has attended a recognised preceptors course and is certified to train learners.

### **3. COVERAGE CLAUSE AND PROBATIONARY PERIOD**

#### **Coverage Clause**

The CA will apply to all nursing employees who are members of NZNO and the laundry team who are members of E tū INCORPORATED (E tū) with the exception of the Care Leader, and relief staff, as defined in Clause 2 Occupational Classifications.

#### **Probationary Period**

The first **12** weeks of employment shall be a probationary period during which the employee’s competency, behaviour and conduct shall be appraised and monitored. The employer will provide a suitable orientation / induction process, provided to assist the employee to meet the required standard of care.

The probationary period may be extended for a further set period(s) to provide further opportunity to address shortcomings and/or meet the standards required. If warranted during the period(s), [notwithstanding the employer’s house rules/disciplinary procedures], the employee shall be given one written warning. Failure to address the issues raised in the warning or the occurrence of other competency, behaviour or conduct problems shall give rise to dismissal with **1** weeks’ notice (or payment in lieu thereof) during or at the end of the probationary period, provided that nothing in this clause shall prevent summary dismissal for serious misconduct.

During the probationary period the employee may terminate this agreement by giving **1** week’s written notice. If the employee does not give and/or work the required notice, the employer reserves the right to deduct an amount equivalent to the period of required notice not given and/or worked from payments due to the employee.

### **4. TERM OF AGREEMENT**

- 4.1 This agreement shall come into force on 01 September 2022 (the commencement date) and shall continue in force until its expiry on 31 August 2023 (the expiry date).

### **5. GENERAL TERMS AND CONDITIONS**

- 5.1 The terms and conditions of employment of an employee who is bound by this CA may include any additional terms and conditions that are not inconsistent with the terms and conditions in the CA.

### **6. NEW EMPLOYEES**

- 6.1 The provisions of section 62 of the Employment Relations Act 2000 shall apply.

### **7. DUTIES**

- 7.1 The employees shall during the period of their employment:

- (a) Undertake such duties as directed by the employer; and

- (b) Promptly carry out and comply with all reasonable instructions and directions of the employer; and
- (c) In order to ensure that the needs of Elizabeth Knox Home and Hospital are met, both full time and part time employees may be rostered onto work duties in any area, on any day during the year, including public holidays, save for

Those employees who were employed on a written agreement to work specifically in a designated area who will be consulted should any area changes be required. Their set days and duties will be honoured unless they are altered by mutual consent, and

In the case of emergency, employees may be required to work in other areas of Elizabeth Knox Home and Hospital for a limited time, and all employees will be required to

- (d) Accept a constantly changing process as health issues, technology and management practices change and be open to these changes.

## **8. WAGES**

- 8.1 Employees shall be paid wages for work done in accordance with the scale of wages set out in Schedule 2.
- 8.2 Wages and allowances shall be paid fortnightly on a Wednesday. When a public holiday falls on a Wednesday or a preceding weekday in the same week, the pay day will be the following business day.
- 8.3 The employees shall be given a pay slip showing how their wages have been calculated.
- 8.4 The employee's wages shall be paid by direct credit into a bank account nominated by the employee.
- 8.5 Upon the written request of an employee, the employer shall agree to make deductions from the wages payable to that employee when the deduction relates to their employment.
- 8.6 A part time employee shall be paid at the ordinary hourly rate of pay for a full time employee based upon the number of hours worked during the pay period.
- 8.7 Any holiday pay entitlement will be paid into the employees' nominated bank account in accordance with the normal pay cycle. The employee may request annual leave be paid before the leave is taken.

## **9. HOURS OF WORK**

- 9.1
  - (a) The ordinary hours shall be a minimum of 75 hours per pay fortnight to be divided into such duties as determined by the employer. None of these duties shall exceed 8 hours unless otherwise agreed between the employer and the employee.
  - (b) Employees may volunteer to work an additional shift(s) each week provided that the employee has at least one day-off in each seven days.
- 9.2 The employer shall not (without the prior consent of the employee) roster an employee for a duty of less than 4 hours or more than 8 hours duration. A duty shall be worked within a span of 12 hours from the time of commencement unless the employee consents otherwise.

- 9.3 Subject to any specific agreement between the employer and employee, employees shall be entitled to a minimum of 8 hours rest between duties.
- 9.4 The Care Leader, relevant manager, or the staff under her direction, will prepare the rostered duties as defined in section 1. Duties will be posted at least 3 weeks in advance of their commencement. Once posted, duties will not be changed without consultation with all employees affected by the proposed change. Any changes of days or hours of work for employees with fixed written agreements shall be made only by mutual consent.
- 9.5 Days off: An employee's 2 days off shall be consecutive except that the days off may be separate no more frequently than one week in four, except by mutual agreement or in the case of an emergency.

## **10. OVERTIME**

- 10.1 Overtime is time worked in excess of:  
(a) Eight hours per day or the rostered duty whichever is greater, or  
(b) 88 hours per pay fortnight.
- 10.2 Overtime shall be payable at 1.5 times the applicable ordinary base pay rate. Any such hours shall be rounded up to the quarter hour and calculated on a daily basis. Overtime and Public Holiday rates shall not be paid in respect of the same hours, the higher rate will apply.
- 10.3 No overtime shall arise out of an arrangement made between employees. All interchanges of duty shall be subject to the prior approval of the Care Leader or relevant manager or delegated staff.
- 10.4 Nurses shall not, without their consent, be called back to work outside of rostered hours.

## **11. BREAKS**

- 11.1 Employees shall not be required to work more than 5 1/2 hours continuously in any duty without a 30 minute unpaid meal break. This provision shall not apply to situations where there are not enough staff to provide safe and adequate cover, or legally required cover, in which case such staff shall be paid crib time not exceeding 30 minutes to take a meal.
- 11.2 Employees shall be allowed a rest period of 10 minutes within each 3.75 hours of duty without deduction from pay.
- 11.3 The timing of breaks shall be determined by the Care Leader, Clinical Mentor, RN Home Lead, relevant manager or the staff person designated by them and may be varied from day to day.
- 11.4 The employer shall provide chilled water, hot water, tea, coffee, milk and sugar for such breaks.

## **12. PUBLIC HOLIDAYS**

- 12.1 An Employee shall be entitled to 12 public holidays per annum in accordance with the Holidays Act 2003. These holidays are: Christmas Day, Boxing Day, New Years' Day, 2nd January, Waitangi Day, Good Friday, Easter Monday, Anzac Day, Matariki, Labour Day, the birthday of the reigning sovereign and anniversary day of the province or a day in lieu.
- 12.2 The public holidays as defined in 12.1, will be recognized between 2300 hours of the preceding day and 2300 hours of the public holiday.

- 12.3 Where Anzac Day, Waitangi Day, Christmas Day, Boxing Day, New Year's Day and the 2<sup>nd</sup> January fall on a Saturday or Sunday and that day would otherwise be a working day for the employee as set out in section 12 Holidays Act 2003, the public holiday must be treated as falling on that day. If the Saturday would not otherwise be a working day for the employee, the public holiday must be treated as falling on the following Monday. If the Sunday would not otherwise be a working day for the employee, the public holiday must be treated as falling on the following Tuesday.
- 12.4 In order that the employer may meet the needs of the business, where a public holiday falls on a day that, but for it being a public holiday, would otherwise be a working day for the employee; the employee will be required to work on that day as if the day was an ordinary working day.
- 12.5 Where an employee is rostered to work on a public holiday the employee will be paid the appropriate proportion of their relevant daily pay, plus half that amount again, for the time worked on that day, in accordance with the Holidays Act 2003. Where the day would usually be a working day for the employee, the employee will also receive an alternative holiday, to be taken at a time to be agreed upon between the employer and the employee having regard to the reasonable requirements of the employer's business and the wishes of the employee.
- 12.6 Employees who are not rostered to work on a public holiday, but for whom the day would otherwise be a working day, shall be paid their relevant daily pay.
- 12.7 Where a public holiday is observed on other than a Saturday or Sunday, and the public holiday falls on a rostered day off of a full time employee, the employee shall receive a discretionary paid day of holiday. This can be taken at a time agreed upon between the employer and the employee having regard to the reasonable requirements of the employer's business and the wishes of the employee. A part time employee shall not be entitled to or paid for any holiday that falls on a day of the week on which the employee is not normally rostered to work.
- 12.8 Should any of the holidays specified in 12.1 occur during the currency of the employee's annual holiday then such annual holiday shall be extended by 1 day for every such holiday and the employee shall be paid for every such day.
- 12.9 Where an employee who is rostered to work on a public holiday is sick or suffers a bereavement such that they are entitled to sick or bereavement leave, the day will be treated as a public holiday and the employee will not take sick leave or bereavement leave on that day. For the avoidance of doubt, the employee will be paid their relevant daily pay for that day and will not be entitled to time and a half or an alternative holiday.

### **13. ANNUAL HOLIDAYS**

- 13.1 Employees will be allowed four weeks annual holiday based on the employee's normal working week, which will be allowed and paid for in accordance with the Holidays Act 2003.
- 13.2 The time at which holiday leave is to be taken is to be agreed upon by the employer and employee, having regard to the reasonable requirements of the employer's business and the employee's need for rest and recreation. If no agreement can be reached, the employer may require the employee to take annual holidays provided 14 days' notice is given.
- 13.3 Anticipated leave will be deducted from an employee's subsequent leave entitlement.
- 13.4 Annual holiday leave will not accrue from year to year without the prior written consent of the employer.

- 13.5 Night shift employees employed prior to 16 December 2000, on completion of 8 year's continuous service with the employer as a night shift worker, shall be entitled to a total of 5 weeks' annual holiday leave.
- 13.6 Annual Leave must be applied for at least seven (7) days prior to the scheduled date for publishing of the work roster. Where shorter notice of leave cannot be avoided, shorter notice may be agreed to at the discretion of the employer.
- 13.7 Employees who commenced employment with Elizabeth Knox Home and Hospital prior to 2 June 1992 and have entitlements to annual holiday leave greater than as provided for in this agreement shall not have their current entitlements reduced while continuing in their current employment.

#### **14. SICK AND BEREAVEMENT LEAVE**

- 14.1 A full time employee who is unable to work because of sick leave (being sickness or injury of the employee, their spouse/partner or a person who depends on the employee for care) shall be entitled to have his or her income protected equivalent to 10 days relevant daily pay in each year of continuous service.
- 14.2 Sick leave shall accumulate to a maximum of 60 days. In the event of sickness or injury affecting work performance, the employee agrees that the employer may require the employee to produce proof of sickness or injury. The employer will meet the employee's reasonable expense in obtaining this proof.
- 14.3 The employer will, on the death of an employee's spouse, partner, child (including miscarriage and still birth), parent, brother, sister, spouse/partner's parent, grandparent, step-parent, step child, step brother, step sister, grand-child, or in any other special case, grant to the employee bereavement leave on pay for a period of up to 3 days. Where requested, the employee shall provide proof of the family bereavement before paid leave is allocated. The employee will also be entitled to one day's bereavement leave on the death of any other person if the employer accepts that they have suffered a bereavement.
- 14.4 In addition to clause 14.1 the employee will be entitled to apply for up to 5 days unpaid leave which will be granted by the employer where it believes that there are reasonable grounds for the request. The entitlement under this clause does not accumulate from year to year.
- 14.5 Sick and bereavement leave shall be calculated on the basis of relevant daily pay.
- 14.6 Employees requiring sick or bereavement leave must notify the Care Leader or relevant manager as soon as possible prior to their normal start time on any day they will be absent from work for sick or bereavement leave.
- 14.7 For those returning to work, employees must advise the Care Leader or relevant manager during office hours (8.30 am. to 5.00 pm.) and this must be at least 4 hours before commencement of their duty.
- 14.8 The Care Leader or relevant manager or the staff person designated by her may require the employee to supply a medical certificate evidencing the employee's incapacity for work as proof of illness or to prove the illness of a dependent person. In the event of extended absence, the employer may require further medical certificates at fortnightly intervals.
- 14.9 Where a regular pattern of absence occurs the employer will meet with the employee to discuss the issue and, in the absence of an adequate explanation, advise them of possible disciplinary procedures.

- 14.10 Employees shall not be entitled to receive any payment for any unused sick or bereavement leave upon termination of their employment.
- 14.11 If an employee suffers an accident (whether work related or not) or is sick, and as a result of the accident or as a result of the sickness he or she is unable to carry out his or her duties, the employer is under no obligation to hold the employee's position, or any similar position, available to the employee for more than 3 months from the date of the accident or sickness, but is justified in terminating the employment upon giving the notice specified in this agreement.

### **Discretionary Sick Leave**

- 14.12 Employees may be granted paid sick leave over and above the minimum entitlement as set out in Clause 14.1, at the discretion of any of the employer's Senior Management Team.
- 14.13 Any request for discretionary paid sick leave must be made to a Senior Manager in writing, and can only be requested if the employee's minimum entitlement to sick leave as set out in Clause 14.1 has already been used.
- 14.14 A Senior Manager's discretion when considering a request for discretionary paid sick leave, will include, but will not be limited to, the following matters:

- (a) whether the request has been made in accordance with clause 14.13
- (b) the reasons for the employee requesting discretionary paid sick leave, are for example, but not limited to, the employee's mental health or surgical needs;
- (c) the requested period of discretionary paid sick leave;
- (d) the employee's past sick leave record; and
- (e) any other matter which a Senior Manager considers relevant.

- 14.15 Employees may receive up to a maximum of 10 days' discretionary paid sick leave. Discretionary paid sick leave must be approved by a Senior Manager before it commences.
- 14.16 Discretionary paid sick leave granted will remain valid only as long as the reason for its being granted subsists and will not accumulate if not used for that particular reason.
- 14.17 The rate of discretionary paid sick leave shall be calculated on the basis of relevant daily pay.
- 14.18 Employees must notify the Care Leader or relevant manager that they will be absent from work as soon as they become aware that they will be absent from work, regardless of whether discretionary paid sick leave has been granted or not.

14.19 **Family Violence Leave and Flexible (Short term) Working Arrangements**

Family violence may impact on an employee's attendance or performance at work. Elizabeth Knox Home and Hospital will support staff experiencing family violence.

An employee is entitled to family violence leave if the employee is a person affected by family violence (as defined in the Family Violence Act 2018). An employee seeking family violence leave is entitled to up to 10 days of paid leave in each 12 month period after completing three continuous months with the employer. Employees requesting leave under this clause must put any request in writing.

An employee seeking family violence leave must provide proof of family violence from the police, a health professional or a family violence support service.

If an employee is rostered to work on the day the employee is intending to take family violence leave, the employee agrees to notify the manager or the manager's designated alternative as early as possible before the employee is due to start work on the day, or if that is not practicable, as early as possible after that time. The employers agrees to provide the employee with information about appropriate specialist family violence support services.

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, locations or 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.

## **15. PARENTAL LEAVE**

15.1 Parental leave shall be allowed in accordance with the Parental Leave and Employment Protection Act 1987 and any amendments.

## **16. LONG SERVICE LEAVE**

16.1 Employees shall be entitled to the following long service leave:

- (a) One special holiday of 1 week's duration after the completion of 10 years continuous service with the employer. Note: This leave shall not apply to employees who have 15 plus years of continuous service with the employer. (I.e. a non retrospective entitlement.)
- (b) One special holiday of 2 weeks duration after the completion of 15 years continuous service with the employer.
- (c) One special holiday of 3 weeks duration after the completion of 25 years continuous service with the employer.
- (d) One special holiday of 5 weeks duration after the completion of 35 years continuous service with the employer.
- (e) All special holidays provided for in this clause shall be on ordinary pay 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.
- (f) If an employee having become entitled to a special holiday, leaves his or her employment before such holiday has been taken, the employee shall be paid in lieu thereof.

## **17. TRAINING AND DEVELOPMENT**

The employer believes that the quality of service provision in the future will be very dependent on the skills and abilities attained and to be acquired by employees. As a consequence the employer believes it has a responsibility toward employees to invest in the enhancement of existing skills and the development of new skills appropriate to its business.

- 17.1 A comprehensive program for in-service training appropriate to each of the various groups of employees will be provided.
- 17.2 Employees must attend compulsory in-service training courses applicable to their employee group. Failure to do so may result in disciplinary procedures.
- 17.3 Registered Nurses will be entitled to 16 hours of paid study leave per year to attend approved training.
- 17.4 In those situations where the employee is unable to be available to attend a course as requested by the employer within their normal rostered hours of duty the employer will pay for the employee's attendance at the course. Payment will be made at the ordinary rate of pay.
- 17.5 With respect to the courses for which clauses 17.1 to 17.4 are inserted, there will be an expectation by the employer on employees that they learn from such courses and apply this to the best of their ability in the subsequent conduct of their duties.

For Care Partners this means:

- 17.6 Elizabeth Knox will take all reasonably practicable steps to ensure that care and support workers are able to attain:
- The New Zealand Certificate in Health and Wellbeing level 2 (or equivalent) within the first 12 months of employment; and
  - The New Zealand Certificate in Health and Wellbeing level 3 (or equivalent) within the first 3 years of employment; and
  - The New Zealand Certificate in Health and Wellbeing level 4 (or equivalent) within the first 6 years of employment.
- 17.7 Care Partners will have 2 days paid study leave in each calendar year to progress with their qualification.

For Laundry Team this means:

- 17.8 Elizabeth Knox will provide applicable in-service training and there will be an expectation on employees that they learn from such courses and apply this to the best of their ability in the subsequent conduct of their duties.
- 17.9 These employees will also be supported by the employer to attain the NZQA “New Zealand Certificate in Cleaning (Level 2)” within 2 years of employment. The Laundry Team Qualification Payment in Schedule 2 will be paid upon achievement of the NZQA “New Zealand Certificate in Cleaning Health Care Facilities”, Endorsement Level 2. This will be back-dated to date of presentation of evidence of attainment.
- 17.10 As the Laundry Team are not parties to the Pay Equity Settlement (2017), clause 17.7 of this agreement does not apply.

## **18. JURY SERVICE**

- 18.1 Where an employee is obliged to undertake jury service, 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:

- (a) that the employee produces the court expenses voucher to the employer;
- (b) that the employee returns to work immediately on any day he or she is not actually serving on a jury.

18.2 Jury service payment shall be made for up to a maximum of 5 days in respect of each separate period of jury service.

## **19. UNPAID LEAVE**

19.1 The Chief Executive Officer may at his/her discretion grant an employee unpaid leave for such purposes as she considers fit. Unpaid leave must be approved by the Chief Executive Officer before the leave commences.

## **20. HEALTH AND SAFETY**

The employer and all employees must comply with the "Health and Safety at Work Act 2015". In particular:

20.1 The employer acknowledges its obligation under the Health and Safety at Work Act 2015, to take all practicable steps to ensure the safety of employees while at work. This covers the provision of a safe working environment; the provision of facilities for the safety and health of employees; the responsibility to correctly maintain equipment used by employees; to identify and manage the presence of hazards so as to either eliminate them where possible or at least to minimise the risks evident; and to develop procedures for dealing with emergencies that may arise while employees are at work.

20.2 The employee has a responsibility to comply with Health and Safety policies as directed by the employer and to avoid any action or inaction while at work which would cause harm to themselves or any other person. Employees who become aware of any danger or hazard, that may endanger the health or safety of others shall immediately document it on the relevant form and report the matter to the Care Leader or relevant manager, the Quality Coordinator, or to the Chief Executive Officer.

In addition an employee is to promptly report, on the relevant form, all accidents/incidents occurring in the workplace.

20.3 Both the employer and the employees acknowledge their mutual responsibility to work together in a good faith relationship to achieve the objective of a safer working environment. In particular the employer and employees are to work together to share information relative to identifying areas for improvement and to jointly develop practices, including the provision of training where needed, which lead to improved health and safety in the working environment.

20.4 Employees must have knowledge of the Health and Safety at Work Act 2015 and know where to access information on health and safety issues.

20.5 Appropriate education and information will be provided by the employer.

20.6 Employee Health and Safety representatives will be granted paid leave to attend Health and Safety training in accordance with the Health and Safety at Work Act 2015

20.7 Employees have a responsibility to wear / use protective clothing / equipment provided by the employer, and report any deficiency of these items.

## **21. MEDICAL EXAMINATION**

21.1 Note: Clause 21.1 moved to clause 14.2 on 13 November 2020

## **22. SEXUAL HARASSMENT**

22.1 The employer recognises the undesirability of sexual harassment in the work place. Any incident of sexual harassment should forthwith be reported to the Care Leader, relevant manager or Chief Executive Officer.

## **23. WEEKEND ALLOWANCE**

23.1 Employees who work between 2300 hours Friday to 2300 hours Sunday, shall receive (in addition to their ordinary rate of pay) a weekend allowance at the rate specified in Schedule 2 for all work undertaken between 2300 hours Friday and 2300 hours Sunday.

## **24. UNIFORM**

24.1 The employer will supply uniforms, protective clothing and gloves as necessary.

24.2 The employer will supply 2 uniforms to each new full time employee on commencement with a 3<sup>rd</sup> uniform provided after 6 months continuous employment. One new uniform will be provided every year on the anniversary of the commencement date.

The employer will supply 1 uniform to new part time employees working less than 3 shifts per week. A 2<sup>nd</sup> uniform will be provided when 3 or more shifts are worked on a continuing basis, and a new uniform will be provided annually.”

24.3 Uniforms will be exchanged when, in the opinion of the employer, the existing uniform is unsuitable, worn, or damaged and cannot be repaired.

24.4 Uniforms remain the property of the employer and must be handed in on termination of the employment before receipt of final termination pay.

24.5 If an employee chooses to wear mufti and does not wish to be supplied with a uniform the employer will pay a clothing allowance of \$150 per year (less PAYE) for the 12 month period the uniform is not supplied.

## **25. ON CALL ALLOWANCE**

25.1 Any employee who is required to be on call during otherwise off duty time shall be paid an on call allowance at the rate specified in Schedule 2 for any on call period of 12 hours or part thereof.

## **26. NIGHT RATE ALLOWANCE**

26.1 The employer shall pay a night rate allowance at the rate specified in Schedule 2 to any employee who works a whole duty between the hours of 21.00 hours and 08.00 hours.

## **27. HIGHER DUTIES and DUTY LEADER ALLOWANCE**

- 27.1 If, for a period of more than 10 working days, an employee is required by the employer to assume the responsibilities of another employee graded higher than that of the employee, he or she shall be paid the difference between the lowest rate appropriate to the higher position and the employee's usual rate of pay for all the duties concerned.
- 27.2 Where the Care Leader or Clinical Mentor or RN Home Lead is not on duty, a registered nurse shall be directed by the employer to be duty leader and shall be paid a higher duty allowance at the rate specified in Schedule 2 for each hour employed as duty leader. This allowance shall not be subject to the overtime provisions in this agreement.

## **28. PRECEPTOR ALLOWANCE**

- 28.1 Where a Preceptor is training a learner, they will be paid an allowance in accordance with Schedule 2.

## **29. HOUSE RULES**

- 29.1 Employees shall be subject to, and shall observe and comply with all rules, policies and procedures in force from time to time as set out in the Elizabeth Knox Home and Hospital Policies and Procedures. The employer shall be entitled from time to time to amend, cancel, or introduce such rules, policies and procedures as it considers necessary. Any employee who breaches any of Elizabeth Knox Home and Hospital's rules, policies or procedures may be subject to disciplinary action in accordance with procedures set out in the HR Policy.

## **30. TERMINATION OF EMPLOYMENT**

- 30.1 Employment shall be on one or another of the following bases:
- (a) Care Givers / Care Partner and Enrolled nurses, Laundry Team - subject to 2 weeks written notice of termination by either party.
  - (b) Clinical Mentors, RN Home Leads and Registered Nurses - subject to 4 weeks written notice of termination by either party.
- 30.2 Where the employer believes that the employee may have committed an act of serious misconduct which warrants further investigation, it shall be entitled to suspend the employee, on pay, while a full investigation into the matter is carried out. The employee will be entitled to comment on the results of any such investigation. If, in the opinion of the employer, the employee is found to be guilty of serious misconduct, the employer may terminate the employee's employment.
- 30.3 Where employment is terminated by either party without notice, wages for the relevant notice period shall be paid or forfeited in lieu of notice. When an employee is summarily dismissed for serious misconduct the employee shall not be entitled to payment in lieu of notice but shall be entitled to his or her pay up to the time of dismissal.
- 30.4 Where an employee is absent from work without leave, good cause or the notification of the employer, for a continuous period of 3 or more days the employee shall be deemed to have abandoned his or her employment and his or her employment shall be deemed to have been terminated.

### **31. RESTRUCTURING**

- 31.1 If the employer proposes to sell or otherwise restructure its business (so that the employer's business, or part of it, is undertaken by another party) and the employee's employment will be affected, the employer will discuss with the new employer the effect on the employee's employment. This will include:
- (a) Negotiating whether the employee will be offered employment with the new employer; and
  - (b) Negotiating whether any such offer will be on the employee's existing terms and conditions of employment.
- 31.2 If the employee does not receive an offer of employment from their new employer, then the employer will meet with the employee to discuss their entitlements and the employee's employment with the employer.

### **32. REDUNDANCY**

- 32.1 Redundancy means a situation where the employee's employment is terminated by the employer, that termination being attributable wholly or mainly to the fact that the position filled by that employee is or has become or will become superfluous to the needs of the employer.
- 32.2 No redundancy compensation will be payable if the employee's employment is terminated by reason of redundancy as a result of a restructure, amalgamation, merger, outsourcing, or the sale or transfer of the whole or any part of the employer's business, where the person or entity acquiring the business or the new employer of the amalgamated company offers the employee employment in the same or a similar capacity on similar conditions of employment.
- 32.3 Employees shall be given not less than 4 weeks' notice of termination of employment on the grounds of redundancy or payment in lieu of such notice.
- 32.4 Full time employees whose employment is terminated because of redundancy shall be entitled to the following compensation:
- (a) 4 weeks pay for the first year, or part of the year, of service with the employer;
  - (b) In addition a further 2 weeks pay for each completed year of continuous service with the employer; and
  - (c) Up to a maximum of 26 weeks pay for any employee.
- 32.5 A part time employee shall be entitled to a pro rata share of the redundancy compensation payment otherwise payable to a full time employee based upon the total number of hours that the part time employee has been employed by the employer.

### **33. EMPLOYMENT RELATIONSHIP PROBLEMS**

- 33.1 The parties agree that personal grievances, disputes and employment relationship problems should be resolved between the parties if at all possible.
- 33.2 Personal grievances and disputes that cannot be settled by agreement between the parties will be determined in accordance with the Employment Relations Act 2000. The employee must raise any

personal grievance with the employer within 90 days of the date on which the personal grievance occurred or came to the notice of the employee.

33.3 The personal grievance and disputes procedures and definitions in the Employment Relations Act 2000 shall apply, as designated in Schedule 3.

33.4 In cases of dispute over the provisions contained within this agreement the employer and/or the employee have the right to be represented by a bargaining agent.

#### **34. UNION RECOGNITION AND ENTITLEMENTS**

34.1 During the term of this agreement access by a person or representative of NZNO and E tū shall be granted in accordance with sections 19 to 25 of the Employment Relations Act 2000.

34.2 NZNO/E tū meetings

With regard to clause 34.1 it is agreed that:

- (a) NZNO and E tū shall arrange and have approved by the employer the dates, time and place of meeting. This shall not be unreasonably denied or delayed.
- (b) Normal duties will resume immediately at the conclusion of the meeting.
- (c) Sufficient employees are to remain on duty to ensure that proper care of residents is maintained during the time of the meeting.
- (d) A maximum of 4 hours paid time in each calendar year will be available for such meetings.

34.3 **Delegates**

34.3.1 The parties to this agreement recognise that the elected union delegates are the representatives of the union members covered by this agreement.

34.3.2 The parties acknowledge that elected delegates are entitled to attend to the following matters:

- (a) Reasonable access to the workplace for purposes related to employment and union business.
- (b) Participation in union meetings and delegates committee meetings in accordance with the Employment Relations Act.
- (c) Represent their members in collective bargaining in accordance with the Employment Relations Act.
- (d) Represent their members in relation to any matter involving their collective interests as employees.
- (e) To deal with matters concerning the health and safety of union members.
- (f) Union education, planning, training, and conferences in accordance with the Employment Relations Act.

- (g) Represent an employee in relation to the employee's individual rights as an employee in accordance with the Employment Relations Act.
- (h) To seek to recruit employees as union members which includes participation in the formal Orientation day for new staff whose positions are covered by the collective agreement.

### **35. CONFIDENTIALITY**

35.1 There is an obligation on all staff to maintain confidentiality of all information relating to the patients, residents, staff and business of Elizabeth Knox Home and Hospital, both during and after employment with the employer. This clause does not prevent employees from disclosing information for the purposes of being industrially or professionally represented, or where disclosure is required by law.

### **36 ADVERSE COMMENTS**

- (a) Both during employment and after employment is terminated, any employee at any time to which this collective agreement applies, hereby agrees that they will not directly or indirectly make or cause to be made any disparaging comments or publish disparaging material:
  - i) about the employer, its employees, suppliers, residents, customers or any other party associated with the employer's business;
  - ii) that brings the employer into disrepute;
  - iii) that discloses confidential information.
- (b) The prohibition in subclause (a) above includes all comments and publications made electronically, including any comments posted in the media including any social media web sites or made from outside New Zealand.
- (c) Any breach of this provision will be treated as serious misconduct.
- (d) This clause survives termination of the employee's employment to the extent that if the employee directly or indirectly discloses or causes to be disclosed information or knowledge that was acquired during employment the employer may take an action against the employee for breach of this agreement.

### **37. PRIVACY ACT 2020**

37.1 Employees must be informed of their rights under the Privacy Act 2020 and where to access information about this.

37.2 Employees must be informed who the Privacy Officer for Elizabeth Knox Home and Hospital is.

### **38. HUMAN RIGHTS ACT 1993**

38.1 Employees must be informed about the Human Rights Act 1993 and where to access information about this.

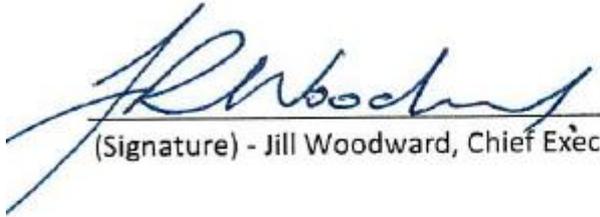
### **39. VARIATION OF AGREEMENT**

39.1 This agreement may be varied by the agreement of the parties in writing.

**SCHEDULE 1 - PARTIES TO THIS AGREEMENT**

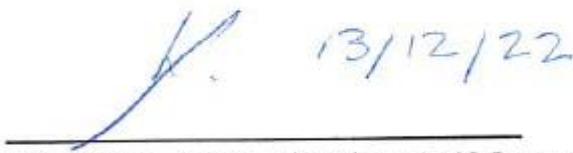
**A. EMPLOYER PARTY TO THIS AGREEMENT**

Knox Home Trust Board by its duly authorised representative:



(Signature) - Jill Woodward, Chief Executive Officer

**B. UNION PARTIES TO THIS AGREEMENT**



(Signature) - Lewis Wheatley, NZNO Representative

*Sharryn Hough*                      13/12/2022

(Signature) - Sharryn Hough, E tū INCORPORATED Representative

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**SCHEDULE 2 - WAGES AND ALLOWANCES**

On appointment the employer shall place the employee on the appropriate step of the pay scale, taking into account their relevant experience. For this purpose 'year' is defined as meaning 12 month's employment or its equivalent by part time employment (2,080 hours), substantiated by a service record.

The following rates shall apply from the first full pay period commencing on or after 1 September 2022.

	<b>1-Sep-21 (\$)</b>	<b>1-Sep-22 (\$)</b>
<b>Clinical Mentor / RN Home Lead</b>		
CM1 / RNHL 1	42.80	44.88
CM2 / RNHL 2	44.41	46.49
<b>Registered Nurse</b>		
Step One: New Graduate Level	29.93	32.01
Step Two: After 1st Year	32.09	34.17
Step Three: After 2nd Year	34.14	36.22
Step Four: After 3rd Year	36.16	38.24
Step Five: After 4th Year & Subsequent Year	39.22	41.30
Step Six: After 5 years subject to achieving the following: <i>Eden Associate, Evidence of involvement in quality projects, and InterRAI or IV certified or Palliative care Certificate</i>	40.24	42.32
<b>Enrolled Nurse</b>		
Step One: 1st Year	28.87	30.95

Step Two: 2nd Year	29.68	31.76
Step Three: 3rd Year	30.78	32.86
<b>Care Partners (as per Pay Equity Settlement)</b>		
Step One: no qualification	22.49	23.65
Step Two: Level 2 qualification	24.06	24.06
Step Three: Level 3 qualification	26.16	26.16
Step Four(a): 12+ years of service w/o L4 qualification	27.20	27.20
Step Four(b): Level 4 qualification	28.25	28.25
<b>Laundry Team</b>		
Standard Level	22.75	24.50
Qualification	1.00	1.03
<b>Allowances</b>		
Weekend - RN (per hour)	7.14	7.66
Weekend - EN (per hour)	2.81	3.02
Weekend - CP (per hour)	2.81	3.02
Weekend - Laundry (per hour)	2.81	3.02
On-Call (per 12 hours or part thereof)	5.2	5.58
Night Rate (per night shift)	5.2	5.58
Duty Leader (per hour)	1.02	1.09
Preceptor (per hour)	2.04	2.19

### **SCHEDULE 3 – PROCEDURE FOR EMPLOYMENT RELATIONSHIP PROBLEMS**

#### **Plain English Explanation of Services Available to Resolve “Employment Relationship Problems”**

If any employment relationship problem arises, you should discuss the issue directly with your Clinical Mentor, RN Home Lead, or Care Leader or relevant manager. Elizabeth Knox believes that it is in everyone’s interests if problems are addressed as soon as possible and to this end it would like the opportunity to correct the situation.

An employment relationship problem includes a problem that may exist between an employer and employee. Employment relationship problems may be:

- a) a personal grievance;
- b) a dispute about the application, interpretation or operation of the employment agreement; or
- c) any other problem arising out of or relating to the employment relationship.

You must notify Elizabeth Knox if you intend to pursue a personal grievance because of an action by Elizabeth Knox. This must be done within 90 days from the date of the act that caused the personal grievance. If you are not aware of when the act took place, the period begins from when the matter came to your attention.

If the problem is not sorted out in discussions between Elizabeth Knox and you, it may then be referred to mediation. Mediation is provided by the Mediation Service. To mediate an employment relationship problem, either Elizabeth Knox or you may contact an office of the Ministry of Business, Innovation and Employment.

If the employment relationship problem cannot be resolved in mediation, it may be referred by either party to the Employment Relations Authority. The Authority is the body established by the Act to resolve employment relationship problems. The Authority has the power to make a decision to resolve the problem.

If either party is unhappy with the Authority's decision, it may appeal to the Employment Court within 28 days of the Authority's decision. The Employment Court will hear the parties and then make a decision about the employment relationship problem.

If you require further details of the services available to resolve employment relationship problems you should contact your Nurses Organisation Representative.