

COLLECTIVE AGREEMENT

ARANUI HOME AND HOSPITAL LIMITED

AND

E tū UNION INCORPORATED

NEW ZEALAND NURSES ORGANISATION

1 July 2019 to 30 June 2020

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1. COLLECTIVE AGREEMENT

1.1 The Parties

The parties to this Collective Agreement (hereinafter called the “Agreement”) are:

The Aranui Home and Hospital Limited hereinafter called “the employer”
and

E tū Union Incorporated (hereinafter called “the union” or “E tū) and New Zealand Nurses Organisation (hereinafter called "the union" or "the NZNO")

This Agreement binds and is enforceable by:

- (a) the union(s) and the employer parties
- (b) employees who are employed by the employer who are or become members of the union(s) and whose work comes within the coverage clause of this Agreement.

1.2 Coverage

This Agreement covers all workers who are employed by the Employer as Registered Nurses, Enrolled Nurses, Team Leader, Healthcare Assistants, Unit Coordinator, Activity Coordinator, Activity Assistant, Physio Assistant, Occupational Therapy Assistant, Cooks, Kitchen Hands, Kitchen Assistants, Cleaners, and Laundry Workers. No employee in a managerial, administration, maintenance or driving position will be covered by this agreement.

1.3 New Employees

1.3.1 When a person is appointed to a position as noted in 1.2 above, the employer shall:

- Advise the new employee that their 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. The letter shall include the information as required in clause 1.3.1. and shall state the workplace where the employee works
- 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 E tū or 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 E tū or NZNO, he or she will be bound by the Agreement.
- During the first 30 days of employment, the terms and conditions will be the terms and conditions in this Agreement and any other terms that are not inconsistent with this Agreement.

All new employees, if they agree, may be introduced to the union delegate in their area of work following the commencement of employment.

1.4 Variation of Collective Agreement

1.4.1 The parties agree that the terms and conditions contained within this Agreement may be varied from time to time by written agreement between the employer and the unions.

1.4.2 The unions shall only agree to any variation that has the support of the majority of E tū and NZNO members who:

- (a) are present at meetings called by the unions for the purposes of voting on that variation; and/or
- (b) take part in a ballot held by the unions to endorse or reject that variation.

1.5 Application of the Collective Agreement

The provisions of this Agreement will apply to all employees as defined by the coverage clause, unless specified otherwise by a particular provision.

1.6 Term of Collective Agreement

This Agreement shall take effect from 1 July 2019 and expires on 30 June 2020.

2. DEFINITIONS

“Full-time Employees”: The ordinary hours of work for a fulltime employee shall be 40 hours in a week.

“Part-time employees”: Means an employee employed on a regular basis with pre-arranged days and hours through the roster system, but the hours are less than the fulltime hours defined above. A part-time worker shall be employed for no less than four hours a week and no less than two hours a day. Conditions of part time employees shall be on pro rata basis unless legislation denotes otherwise

“Casual employees”: Means a person who is employed on an “as and when required” basis to relieve fulltime or part-time employees during absences on leave or training, to temporarily supplement fulltime or part-time workers, and if fulltime or temporary employees are not available for overtime. This means

that the employer is unable to guarantee regular or set hours of employment. The ordinary hours of work or ordinary earnings of any other employee may not be reduced as a result of the employment of a casual employee. A Casual Employee has the right to decline a shift.

“Employee” means any person employed by the employer pursuant to the Employment Relations Act 2000.

“Fixed Term” means an employment arrangement that is entered into in accordance with the provisions of sec. 66 of the Employment Relations Act 2000 where the reason for the fixed term must be for a genuine reason which shall be set out in the employee’s letter of appointment. The employee’s employment shall end at the specified date or at the conclusion of a specified project. If the employee is subsequently employed on a permanent basis and there is no break in service as defined below, the service shall be aggregated to include the period of employment of the fixed-term agreement relating to service-related entitlements.

“Service” means current continuous service with the employer and includes all periods of paid leave. Absence on parental leave shall count as service pursuant to the Parental Leave and Employment Protection Act.

3. HOURS OF WORK AND SAFE STAFFING

3.1 The ordinary hours of work for a fulltime employee shall not exceed 40 hours in one week, as rostered between the days, Monday to Sunday, inclusive. Employees may work in excess of the ordinary hours by mutual agreement. It is accepted, that due to the nature of the business, there may be little or no notice about the giving of notice relating to any extra hours that may be mutually agreed. The Employer shall however provide as much notice as possible.

3.2 However, no Employee is to work in excess of his or her prescribed hours without prior approval from the Employer unless it would be dangerous or irresponsible to leave at the prescribed time, and such extra time worked is authorised by the Manager or Deputy. All hours of work shall be paid at ordinary rates of pay.

3.3 Rosters setting out hours of work and shifts shall be available 14 days in advance. To cope with changing circumstances and the occupancy of the home, the Manager may alter, reduce or increase shifts, provided that proposals and alterations are first discussed with the Employee/s concerned. When finalised, a notice will be given to the Employee/s affected with a new schedule displayed in the staff room at commencement of the shifts. Wherever practicable, rostered days off shall be consecutive and a minimum of eight hours will separate the rostered shifts.

Where an Employee has agreed to come to work for an additional shift, and the Employee has arrived at work and the shift or the requirement to work such shift is cancelled, the Employee will be paid a payment of three hours.

3.4 An Employee may swap shifts with a fellow Employee provided the Manager or Deputy authorises this, and the replacement Employee is fully trained to undertake the necessary duties. When such a swap of shifts occurs, the replacement Employee will be paid at their ordinary hourly rate.

3.5 Meals and rest breaks shall be allowed at times which enable work to proceed with minimum interruption and may therefore be staggered among a work group.

3.6 Break times will vary according to business on that day.

Employees shall be entitled to breaks in accordance with section 69ZD of the Employment Relations Act 2000 as follows;

- (i) If an employee's work period is 2 hours or more but not more than 4 hours, the employee is entitled to one 10-minute paid rest break.
- (ii) If an employee's work period is more than 4 hours but not more than 6 hours, the employee is entitled to—
 - (a) one 10-minute paid rest break; and
 - (b) one 30-minute meal break.
- (iii) If an employee's work period is more than 6 hours but not more than 8 hours, the employee is entitled to—
 - (a) two 10-minute paid rest breaks; and
 - (b) one 30-minute meal break.
- (iv) If an employee's work period is more than 8 hours, the employee is entitled to—
 - (a) the same breaks as specified in subclause (iii); and
 - (b) the breaks as specified in subsections (i) and (ii) as if the employee's work period had started at the end of the eighth hour

Breaks are to be taken at a time by mutual arrangement with the supervisor for each period of time actually worked as noted above. Meal and tea breaks shall be allowed at times which enable work to proceed with minimum interruption and therefore may be varied as to timing or staggered amongst a work group as a supervisor may direct.

3.7 Night-shift employees shall be paid for their full rostered hours.

3.8 Time for Paperwork; Registered Nurses and Enrolled Nurses

Aranui Hospital will fund up to 18 hours per month to allow Registered Nurses and Enrolled Nurses collectively to complete documentation associated with InterRAI. These duties will be allocated to individuals by the supervisor according to their responsibilities and competence.

Those qualified individuals will complete InterRAi paperwork by staying on after their shift for an additional one hour per week. The time taken for InterRAi will be up to a total aggregate of 18 hours per month. Normal RN shift rosters will continue as usual. When such time is taken/used, the employee may be asked to account for the work undertaken during such period.

4. PAYMENT OF WAGES

The employee will be paid on a fortnightly basis, by direct credit to a bank account nominated by the employee. The employer shall provide a pay slip detailing earnings and any deductions made, as well as outstanding annual leave, alternative days and sick leave.

An employee who resigns shall be paid their final pay on the last day of work or at the next pay day.

Casual employees will be paid in addition to their hourly rate of pay an 8% loading for holiday pay, in accordance with the Holidays Act 2003.

The employer shall deduct union fees from the wages of union members each pay period. This includes periods of time off work on paid leave. The employer shall remit all deducted fees to the union not less than monthly on or by the 20th of the month following deduction. Such remittance may either be made by individual direct credit to the union's bank account with an identifying reference for the members or by bulk payments with an associated schedule.

Where there is authority to incur reasonable expenses relating to the employee's employment, these will be reimbursed on production of appropriate receipts.

The employer shall comply with the KiwiSaver Act 2006, and make contributions to an employee's KiwiSaver account as required by the Act. This shall not apply in the event that the KiwiSaver Act 2006 is repealed.

The employer shall be entitled to make a rateable deduction from the employee's wages for time lost through the employee's own default or at the employee's own request. Where such deduction may occur the employer shall discuss the proposed deduction in the first instance before making such deduction, and ensure compliance with the Wages Protection Act 1987.

5. TRAINING, PROFESSIONAL DEVELOPMENT AND PERFORMANCE APPRAISAL

The employer is aware of the value of having a trained and educated care work force and will support staff to be trained and educated on a planned basis and in accordance with the employer's needs.

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 by agreement with the employer and in accordance with the employer's needs.

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.

The employer has a performance appraisal programme that the employee must participate in, fully. Performance reviews will occur on the date of the employee's anniversary or as close to that date as is practicable. The Employee will be given reasonable advance notice of reviews.

Where an employee's performance is below standard they will be given the opportunity, training and the tools, to improve and an appropriate period of time for improvement will be allowed and another review will be held at the end of that time. Where the performance of an Employee does not improve to the required standard, and after the period of time and training as prescribed in the first sentence to this subclause, the employee will be subject to the employer's disciplinary procedure as prescribed in this agreement.

IN-SERVICE AND STAFF MEETINGS

The Employee will be required to attend all compulsory in-service training sessions (e.g. Fire, Health and Safety etc.) and a minimum of 6 other sessions per year. The Employee will be remunerated at their ordinary rate of pay for the time spent at in-service and staff meetings.

The Employee will be required to complete a competency assessment after orientation.

The Employee will be required to complete the ACE training programme during their employment at Aranui.

The Employee will be required to attend staff meetings pertaining to their area of work. Exemptions are at the discretion of the person conducting the meeting.

6. LEAVE

6.1. Public Holidays

- 6.1.1 The following days are deemed to be public holidays: Christmas Day, Boxing Day, New year's day, 2nd January, Anniversary Day, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, Sovereign's Birthday, Labour Day.

The observance of the prescribed holidays shall be in accordance with the Holidays Act 2003. Where Christmas Day, Boxing Day, New Year's day and 2nd January fall on a Saturday and/or Sunday, they shall be transferred to the following Monday and/or Tuesday for those employees who do not normally work on Saturday and/or Sunday.

- 6.1.2 Where an Employee is rostered to work on a Public Holiday and no agreement has been made with management to have that Public Holiday as a day off, then they shall be paid at the relevant daily pay for the hours actually worked, plus half that amount again (T1.5) in accordance with Section 50 of the Holidays Act

2003. Employees who work on a public holiday and where such day would otherwise have been a normal working day, shall have an alternative day added to their leave balance to be taken within 12 months and on a day that is agreed between the employee and the employer, and on a day which would otherwise be a working day. The employee will give 14 days' notice of her/his intention to take the alternative day. Application for alternative lieu days off, should be made in writing at least two weeks in advance to the Manager. Where the employee has not taken the alternative day within twelve months, the employer may request the employee take the alternative day upon 14 days' notice.

Employees may, where there are exceptional circumstances seek approval to take alternative days upon a shorter period of notice than 14 days, however management approval shall be required.

- 6.1.4 Where an employee is not rostered on to work on a Public Holiday, and where such day would otherwise have been a normal day of work, the employee shall be paid at relevant daily pay in accordance with the Holidays Act 2003 for the day and no alternative day shall apply.

6.2. Annual Leave

- 6.2.1 Employees are entitled to 4 weeks paid annual leave in each leave year on the completion of 12 months service in accordance with the Holidays Act 2003. Annual leave is to be taken at a mutually agreeable time.
- 6.2.2 The employee may request that the employer pay out a portion of the employees' accrued entitlement to annual holidays up to a maximum of one week in any entitlement year in accordance with section 28A of the Holidays Act 2003. The employer may consider any request made pursuant to this clause, however, the Employer is under no obligation to agree to any request and the acceptance of a request to pay out a portion of annual holidays on one occasion does not create an expectation that any later requests will be granted by the employer. Before a request will be considered the employee must provide either hardship or exceptional reasons as the basis for the request.

If the employer agrees to a request to cash-up the employee may only cash up one week in any one calendar year.

6.3. Sick Leave

- 6.3.1 An employee may take sick leave if the employee is sick or injured; the employee's spouse or partner is sick or injured; or a person who depends on the employee for care is sick or injured.
- 6.3.2 After six months continuous employment with the employer, the employee is entitled in each subsequent year of service to 6 days sick leave.
- 6.3.3 Unused sick leave is retained and shall accumulate up to a maximum of 15 days to be carried over so that 20 day's current entitlement may be available in any year.

- 6.3.4 Employees are required to notify the employer as early as possible if sick leave or any other leave is to be taken. Suitable documentary evidence, such as a medical certificate, may be required after an absence of 3 calendar days on sick leave.
- 6.3.5 Sick leave is paid at the relevant daily pay, i.e. what the employee would normally be paid had he or she worked on that day.
- 6.3.6 Employees may use their sick leave entitlement to cover the first week's incapacity due to a non-work accident, and may use sick leave on a prorated basis to make up the employee's wage to the normal amount for any weeks of absence on ACC.
- 6.3.7 Where an employee takes sick leave or leave relating to an accident under 6.3.6 and the employee has no sick leave, the employee shall not be paid for any such period of absence.
- 6.3.8 Notwithstanding any other provisions above, an employee who becomes ill due to a notifiable disease which has been contracted in-house (i.e. from within Aranui), shall be entitled to up to five days paid special sick leave. This shall be a one off entitlement which can only be used once in each twelve month period and which does not accumulate from year to year. The six month service provision under the Holidays Act 2003 for an entitlement to sick leave shall not apply to this entitlement.

6.4. Bereavement (Tangihanga) Leave

- 6.4.1 After six months' continuous employment with the employer, the employee will be entitled to 3 days' paid bereavement leave related to the death of an immediate family member as specified in the Holidays Act 2003 i.e. spouse/partner, mother, father, child, brother, sister, grandchild, grandparent, or their spouse's mother or father.
- 6.4.2 One day's paid leave in accordance with the Holidays Act 2003 may be taken where the employer agrees that the employee has suffered a bereavement, in the event of a death outside the immediate family. The employer shall take into account the closeness of the association between the employer and the deceased person, whether the employee is responsible for any aspects of the ceremonies relating to the death, and whether the employee has cultural responsibilities in relation to the death.
- 6.4.3 Bereavement leave may be taken at any time and for any purpose genuinely related to the death, and need not be taken immediately or on consecutive days.
- 6.4.4 The employer may grant additional leave, either paid or unpaid, to accommodate special bereavement needs not recognised above. This includes additional leave for employees who have to travel overseas in the case of a bereavement.

6.5. Parental Leave

- 6.5.1 The employee is entitled to parental leave in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 and subsequent amendments.

6.6.Domestic Violence Leave

- 6.6.1 An Employee, after six months service, will be entitled to apply for paid leave of up to ten days per annum in each calendar year where they have experienced domestic violence, as per the conditions set out in the Holidays Act 2003.

Such leave may be used for medical appointments, legal proceedings and other activities related to domestic violence. This leave is in addition to other entitlements and may be taken as single days or as a fraction of a day.

The Employee must advise the Employer of their intention to take domestic violence leave before they start work or if that is not practicable, as early as possible after that time.

Domestic violence leave is paid at the relevant daily rate of pay.

The Employee's eligibility for domestic violence leave will be subject to proof as set out in section 72G of the Holidays Act 2003.

- 6.6.2 An employee who is affected by domestic violence may seek to have flexible working arrangements in accordance with Part 6AB of the Employment Relations Act 2000.

6.7.Unpaid Leave

- 6.7.1 The employer may grant an employee leave without pay, on a case- by-case basis.

7. HEALTH AND SAFETY

- 7.1 The employer is required by law to take all reasonable precautions to ensure the health and safety of all employees.
- 7.2 Employees should take all practicable steps to ensure his or her own safety while at work and that no action or inaction by the Employee while at work causes harm to any other person.
- 7.3 The Employee is to ensure safety procedures are followed at all times. The Employee must ensure that he or she knows the Employer's health and safety rules and procedures. If the Employee does not comply with the rules and procedures, disciplinary action may be taken.
- 7.4 The Employee is expected to report as soon as possible to management any accidents, incidents or hazards arising during the course of employment.
- 7.5 If an Employee has any concerns in regard to his or her safety or the safety of others in the workplace, the Employee is to report to the Safety Officer of the Employer who will take all practicable steps to provide and maintain a safe work environment.

- 7.6 The Employer will provide for two employees (who may be Union Delegates) one from the Hospital and one from the Rest Home to be included on the Quality and Risk Committee.

8. TERMINATION OF EMPLOYMENT

8.1. Notice of resignation/termination of employment

- 8.1.1 Either party may terminate employment of an employee by giving 2 weeks' notice in writing. Registered Nurses shall give 3 weeks' notice in writing. No longer period may be provided by the Employee unless agreed. Where the employment is terminated without the required notice, that notice shall be paid by the employer or forfeited by the employee as the case may require.

Where an employee provides in writing suitable grounds for not giving the required 2 weeks' notice the employer may at its discretion waive such 2 week requirement and forfeiture shall not apply.

- 8.1.2 Nothing in this clause shall prevent the summary termination of employment without notice, for serious misconduct.
- 8.1.3 If an Employee is absent from work for a continuous period of three working days or more without consent from the manager or without notification to the manager, he or she shall be deemed to have abandoned his or her employment.
- 8.1.4 On termination of employment for whatever reason, employees will return all property, uniforms, equipment, keys and materials in their possession, including pagers, lifting belts, badges and any such items such as discs or other technology devices.

8.2. Identification and notification of surplus staffing

- 8.2.1 The parties recognise the serious consequences that the loss of permanent employment can have on individuals and their families and undertake to explore all possible alternatives, including redeployment and retraining, before a surplus staffing is declared.
- 8.2.2 Where the employer has reason to believe that the position being filled by an employee or employees is surplus to the needs of the employer, the employer will notify those affected by the potential surplus staffing situation, as well as the E tū and NZNO delegate(s) and authorised representatives of the union, as soon as the situation is identified.
- 8.2.3 Following this notification, there shall be a period of 10 working days (on a Monday to Friday basis) or a total of fourteen calendar days, during which the employer shall consult with the union and the employees regarding the need for redundancies (providing them an opportunity for feedback), including any relevant data to support the situation. In certain circumstances a greater or lesser time may be agreed between the parties. At the end of the consultation period and following consideration of submissions from the unions and/or affected employees, the employer shall notify the E tū and NZNO delegate(s) and authorised representatives

of the union of the number of surplus employees before notice is given to any employees that their positions have been identified as being surplus.

8.3. Selection criteria

- 8.3.1 The employer will consult with the union(s) and the affected employees about the selection criteria that will be used to identify who will be declared surplus from amongst the affected employees.
- 8.3.2 The employer's criteria will recognise the employer's need to retain necessary skills, knowledge and experience for the operational needs of the employers business.

8.4. Redundancy

- 8.4.1 If a permanent employee's position is declared surplus, the employee shall be provided with four weeks' notice. Where four weeks' notice is not provided, four weeks wages in lieu of notice will be paid.
- 8.4.2 Should the employee obtain alternative employment during the notice period, the employee may, with the consent of the employer, terminate his or her employment before the notice period has expired. The employee shall not be paid for the unworked period of notice.
- 8.4.3 No redundancy compensation shall apply.

8.5. Redeployment

As an alternative to redundancy the employer shall give consideration to redeployment options provided and surplus employee has the required skills.

8.6. Time off for interviews

The employer shall give an employee identified as being surplus reasonable time off work without loss of pay to attend interviews for alternative employment. In addition, a certificate of service will be provided and counselling and/or career coaching may be made available.

8.7. Transfer of Undertakings

- 8.7.1 In the event that the company restructures the business, as defined in the Employment Relations Amendment Act 2006., and in accordance with the Employment Relations Act 2000 being the sale, transfer, or contracting out of all or part of the Company's business that may affect the future employment of the employees, the Company will undertake the following.
- 8.7.2 Comply with sub part 1 and sub part 2 of part 6A "Continuity of Employment if employees work affected by restructuring" as set out in the Employment Relations Act 2000 for so long as the provisions of the Act apply.
- 8.7.3 In the event of the conclusion of any sale, transfer or contracting out of part or all of the employer's business to another entity, as set out in the Employment Relations Act 2000, and subject to any confidential commercial matters, the employer shall consult with the NZNO and Etū delegates, authorised representatives of the union, and the affected employees, as to the implementation of any transaction with the new employer.
- 8.7.4 After concluding the sale process with a purchaser, the employer will provide any relevant and necessary information about the purchaser as requested by the 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.
- 8.7.5 The employer shall make best endeavours during any sale negotiations to ensure that the current business operations remain the same, including the Von-going employment of all existing employees on the same terms and conditions of employment, performing the same duties, and including the recognition of each employee's service and contractual entitlements. The employer will advise the unions of the outcome of any negotiations.
- 8.7.6 Employees who 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 or any notice payments.
- 8.7.7 If for any reason the employees (or any individual employee) are not employed by the potential new employer, for whatever reason, employment will be terminated in accordance with the terms set out in this collective employment agreement.

9. POLICIES AND RULES

- 9.1 The employer's policies and work rules may be changed from time to time to meet operational or changing circumstances. The employer undertakes to consult with the union and employees about changes, which have the potential to affect their conditions of employment.
- 9.2 If in their application any conflict arises between the employer's policies and this Agreement, then the provisions of this Agreement shall prevail until such time as the written agreement of the Parties has been obtained.

10. JURY SERVICE

- 10.1 The Employee must notify the Manager or Acting Manager of their service on a jury as soon as possible. Where the Employee is obliged to undertake jury service, they will be paid to a maximum of two weeks in respect of each separate period of Jury Service provided that they produce a Court expense voucher to the employer to establish that they were on jury service; and that they return to work immediately on any day not actually serving on a jury or appearing in Court. In addition the employee must pay to the employer any fees received while undertaking such Jury service.

11. SEXUAL HARASSMENT/BULLYING

- 11.1 Sexual harassment and Bullying in the workplace will not be tolerated and this will be classed as serious misconduct and disciplinary procedures will follow such behaviour.

12. UNIFORMS AND NAME BADGES

- 12.1 The Employee will be provided with an Aranui uniform and badges which must be worn during working hours. The uniform must be worn in a neat and tidy manner.
- 12.2 The Employee is responsible for regular cleaning of the uniform at their own expense.
- 12.3 Aranui reserves the right to change the uniform. If this occurs, then a new uniform will be provided to Employees and must be worn in accordance with the subclauses above.

13. OTHER EMPLOYMENT

- 13.1 The parties acknowledge that Employees may work for other employers and not just Aranui. Where employees are fulltime employees they shall have Aranui's approval for any secondary work. Part time employees may provide services to other businesses.

Where the hours of engagement with other employers affects the employee's work performance, the employee will be required to notify Aranui of the other work arrangements.

14. PRIVACY AND CONFIDENTIALITY

14.1 Aranui agrees that the privacy principles contained in the Privacy Act 1993 are to be observed and complied with in relation to personal information held by it.

14.2 The Employee will:

- (i) Not use, divulge or communicate to any person any information, apart from that relevant to normal business with clients or to persons who have proper authority, relating to the employer's business, or that of its principals, without the employer's prior approval.
- (ii) Keep confidential, after termination of employment, all the employer's business agreements, tariffs or pricing information, customer and supplier names, private matters, and other confidential information in regard to the business of the employer, its Employees and its principals and not disclose any such information to anyone.
- (iii) Leave with the employer all books of accounts, records, papers, correspondence and any other documents concerning and containing reference to the business of the employer, and/or its principals on the termination of employment.
- (iv) Not copy any material described in subclause (iii) above for personal use or use by any unauthorised person. However this shall not apply to material that is used for the purposes of an Employment Relationship Problem.

15. UNION MATTERS

15.1. Union Meetings

The employer will allow all E tū and NZNO members covered by this Agreement four paid hours a year to attend union stopwork meetings (each of a maximum of two hours' duration) in each year pursuant to section 26 of the Employment Relations act, provided that:

- 14 days' notice of the date and time of any proposed stopwork meeting is given to the employer, unless the parties mutually agree to a shorter notice period;
- sufficient employees shall remain on duty to ensure that proper care of residents is maintained during the time of the meeting;
- work will resume as soon as practicable after the meeting;
- the union will supply the employer with a list of members who attended and will advise the employer of the time the meeting finished;
- employees shall be paid ordinary pay to the extent that the employee would otherwise be working for the employer during the meeting.

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15.2. Access to Premises

Any official of the union shall be entitled to enter the workplace at any reasonable time for the purposes related to the employment of members and/or union business pursuant to sections 19 to 25 of the Employment Relations Act 2000 under the following conditions. The official shall:

- do so only at reasonable times during any period when any employee is employed to do work in the workplace;
- have reasonable regard to normal business operations in the workplace;
- comply with applicable procedures in regard to health, safety and security;
- provide proof of his/her identity, and purpose of entry, when required.
- Advise the manager in advance of the visit

15.3. Union Delegates

The employer recognises the E tū and NZNO delegates as the authorised representatives of all employees who come within the coverage of this Agreement and who are members of E tū or NZNO. The employer will recognise a total of six delegates , three each for both the E tū and NZNO as the union representative on site. Notice of the appointment of delegates will be given to the employer in writing. This does not preclude the appointment of other employees into delegate roles.

Delegates will be entitled to reasonable paid time to represent employees in accordance with Section 18A of the Employment Relations Act 2000.

15.4. Union Education Leave

- 15.4.1. Subject to the provisions of Part 7 of the Employment Relations Act 2000, union members will be eligible to apply for paid leave to attend employment relations education courses, approved by the Minister of Labour.
- 15.4.2. The maximum number of days that the E tū and NZNO is entitled to allocate in any one year with respect to its members employed by the Employer shall be based on the formula as set out in S74 of the ERA 2000.
- 15.4.3. On March 31 each year, the union shall notify the employer of the maximum number of paid union leave and the details of the calculation.

16. EMPLOYMENT RELATIONSHIP PROBLEM PROCEDURES

An employment relationship problem includes:

- **a personal grievance** (a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union)
- **a dispute** (about the interpretation, application or operation of an employment agreement);

- **any other problem** relating to or arising out of the employment relationship except matters relating to the fixing of new terms and conditions of employment.

The employer will attempt to resolve any employment relationship problems directly and at the earliest opportunity. Employees who think they have a personal grievance, dispute, disagreement about arrears of wages or holiday pay, or any other form of employment relationship problem, may consult their union delegate for advice about the issue and who is the best person to raise it with.

An employment relationship problem is raised with the employer when the employee makes the employer or a representative of the employer aware of the problem. Usually this will be with the employee's supervisor. If for any reason the employee feels unable to raise the matter with his or her supervisor, the employee may choose to speak to another manager or to raise the matter in writing.

An employee who believes she or he has a personal grievance, must raise the matter with the employer within 90 days from the date the personal grievance arose or came to her or his attention. A written submission is preferable, but not necessary. An employee may apply to the Employment Relations Authority if there are exceptional circumstances that resulted in the delay in raising the personal grievance.

Employees have the right to seek the support and assistance of the E tū or NZNO to act as their representative during any investigation, disciplinary or employment relationship issues. Employees have the right to seek information from the Ministry of Business, Innovation and Employment Mediation Service at any time. The Ministry of Business, Innovation and Employment may provide general information about employment rights and obligations; information about other available services; and/or services to assist in the resolution of the employment relationship problem.

If the employment relationship problem cannot be resolved through mediation, the problem can be referred to the Employment Relations Authority for a ruling.

17. DISCIPLINARY PROCEDURES (TO BE READ IN ASSOCIATION WITH ARANUI HOUSE RULES)

In any disciplinary action, the following steps will be observed:

- The employee shall be advised in writing of the specific problem and given reasonable opportunity to seek advice and support from the union;
- Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by the employer;

- The response of the employee must be considered before a decision is made;
- The employee must, if advised of any improvement required, be given reasonable opportunity and assistance to change, and be advised of the consequences if the problem continues;
- The notification of complaint and results of any action are to be recorded in writing, and sighted and signed by the employee as having been seen;
- The employee must be advised by the employer of the right to request union assistance and/or representation at any stage.

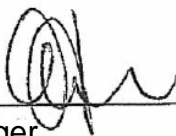
Serious misconduct, serious non-observance of the terms of employment, or serious neglect of the employee's duties are grounds for instant dismissal. Serious misconduct includes (but is not restricted to):

- Physical assault, harassment including sexual harassment or intimidation of another employee or resident
- Impairment of duties because of alcohol or drug use
- Theft or destruction of the employer's, residents', or other persons' property.

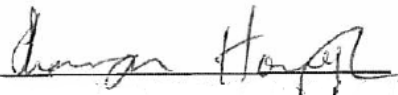
In the event of less serious misconduct, the following warning procedure shall be followed:


- (a) First occasion: A verbal warning, the existence of which will be confirmed in writing and will be held in the employee's personnel file for no longer than 6 months;
- (b) Second occasion: A written warning, which shall include reasonable opportunity and assistance to change and a timeframe to achieve the desired outcome;
- (c) Third occasion: A final written warning, which will include a clear statement that any further misconduct may result in termination with notice. There shall be reasonable opportunity and assistance to change and a timeframe to achieve the desired outcome;
- (d) Fourth occasion: If the conduct complained of in the final written warning is not improved or corrected, the employee may be dismissed and will receive 2 weeks' written notice of that dismissal, or pay in lieu thereof.

Signatories to this Agreement

Signed:  27/9/19
Manager Date:

For and on behalf of Aranui Home and Hospital Limited

Signed:  Date: 8-10-19
For and on behalf of the E tū Union Incorporated

Signed:  Date: 16 Oct 2019
For and on behalf of the New Zealand Nurses Organisation

Appendix 1: Principles Applying to Hours of Work

1. 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;
2. In determining the staffing required per roster period the parties note the following:
 - The employer will use as an indicator 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 when setting staffing levels
3. 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.

Appendix 2; Allowances

Preceptorship	\$0.75 per hour
Higher Duties; Where the Assistant Cook undertakes the Cook's duties in the absence of the Cook, an allowance of \$3.50 per hour will be paid while so acting. Where any other employee, earning less than \$16.60 per hours acts as the Cook in the absence of the Cook or Assistant Cook, that employee shall receive an allowance of \$3.50 per hour while so working. Any other employee who acts as the Cook who has a higher rate of pay than the Cook shall retain their personal hourly rate while so working.	\$3.50 per hour
Team Leader – while so acting	\$1.00 per hour
Registered and Enrolled Nurses shall be entitled to reimbursement of the fee payable to a maximum sum of \$150.00 for their annual practising certificate. Reimbursement shall be made on production of the renewed certificate.	

Appendix 3; Minimum Rates of Pay

The following minimum rates shall be payable per hour;

The parties to this collective agreement acknowledge the application of Schedule 2 of The Care and Support Workers (Pay Equity) Settlement Act 2017 and the movements in rates of pay as specified in that legislation.

Registered Nurses- \$31.00 Merit step as assessed by the Manager- \$33.50

Enrolled Nurses- \$28.00 Merit step as assessed by the Manager- \$29.50

Kitchen Hands, Laundry, Cleaner \$18.20

\$18.50 An employee with satisfactory performance as assessed by the Manager. This rate shall not apply to an employee who is undergoing performance management or who is on a formal warning

\$19.20 Merit as assessed by the Manager

Senior Cook- \$26.30

Cook- \$24.80

Assistant Cook- \$19.80

As per the requirements of the 2017 legislation the following shall apply –

Hourly wage rates for workers employed before 1 July 2017

- (1) The hourly wage for a care and support worker who is employed by an employer immediately before 1 July 2017 is the greater of the worker's hourly wage under clause 2 and the applicable amount in the following table:

Worker's length of service with employer	1 July 2019 to 30 June 2021
Less than 3 years	\$20.50
3 years or more but less than 8 years	\$21.50
8 years or more but less than 12 years	\$23.00
12 years or more, if subclause (2) applies	\$24.50
12 years or more, if subclause (2) does not apply	\$25.50

- (2) This subclause applies to a care and support worker if—
- (a) the worker commenced employment with the employer on or after 1 July 2005; and
 - (b) the worker has not attained a level 4 qualification; and
 - (c) the worker’s employer has provided the support necessary for the worker to attain a level 4 qualification.
- (3) In this clause, a care and support worker’s **length of service** is the length of time that the worker has been continuously employed by the worker’s current employer (but, if paragraph (a)(vii) of the definition of continuous employment in section 5 applies, includes the length of time that the worker was continuously employed by the worker’s previous employer).

2 Hourly wage rates for workers employed on or after 1 July 2017

The hourly wage for a care and support worker who commences employment with an employer on or after 1 July 2017 is the applicable amount in the following table:

Worker’s level of qualification	1 July 2019 to 30 June 2021
No relevant qualification	\$20.50
Level 2 qualification	\$21.50
Level 3 qualification	\$23.00
Level 4 qualification	\$25.50