Christchurch Methodist Mission

Tōpūtanga Tapuhi Kaitiaki o Aotearoa
NEW ZEALAND NURSES ORGANISATION

CHRISTCHURCH METHODIST MISSION

WESLEYCARE HOME AND HOSPITAL

COLLECTIVE EMPLOYMENT AGREEMENT

01 September 2026 to 31 August 2027

Our Mission

To promote and enhance the dignity of all people through:

- Providing compassionate care, support and empowerment of those most vulnerable in our community
- Building communities, neighbourhoods and a wider society that are fair and inclusive
- Challenging injustice and working for social transformation.

Christchurch Methodist Mission

FAIR SHARE for AGED CARE

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METHODIST MISSION CHRISTCHURCH
WESLEYCARE HAREWOOD HOME AND HOSPITAL

COLLECTIVE EMPLOYMENT AGREEMENT

PART I - PREAMBLE

1. Parties

(a) The parties to this agreement are the Christchurch Methodist Mission (CMM) and Toputanga Tapuhi Kaitiaki o Aotearoa, New Zealand Nurses Organisation (NZNO)

(b) "New employees engaged in work described in clause 2 will be offered the terms and conditions of this collective agreement for the first 30 days of their employment."

(c) CMM shall where requested in writing by employees, deduct and remit fees, not less frequently than three monthly, to NZNO.

2. Coverage Clause

This agreement shall cover employees who are members of NZNO and who are engaged within the classifications provided for in Appendix 1C of this agreement

3. Term of Agreement

This agreement shall come into force on 01 September 2026 and shall expire on 31 August 2027.

4. Te Tiriti O Waitangi / The Treaty of Waitangi

CMM and NZNO affirm Te Tiriti o Waitangi as the constitutional basis of partnership between Māori and the Crown, and the unique status of Māori as tāngata whenua of Aotearoa / New Zealand. We are committed to developing processes which incorporate partnership principles. Our aspiration is to be able to work proficiently across Te Ao Māori in all aspects of our work. CMM is committed to building its capability through increased use and knowledge of Te Reo Māori, Tikanga Māori and the practical application of Te Tiriti o Waitangi / The Treaty of Waitangi and its principles.

CMM and NZNO support and encourage the use of Te Reo Māori and Tikanga Māori, in our everyday work practices.

A key principle for a quality working relationship is working within the principles of the Te Tiriti o Waitangi / The Treaty of Waitangi.

5. Objects

(a) This agreement expresses the terms of employment in full; no representations, undertakings or other arrangements will be recognised as a term of this agreement.

(b) This agreement applies to WesleyCare as aged care operations of CMM and to employees engaged in any of the classifications of work prescribed in Appendix 1.

6. New Employees

(a) CMM shall introduce all new employees to NZNO and other union delegates in the workplace.

In every case the delegates and employee will make appropriate arrangements with their respective managers / supervisors to allow the provision of this clause to operate. If any problem arises in the implementation of this clause, CMM will contact NZNO officials to discuss the matter.

(b) CMM Human Resources Policy and Procedures Manual sets out CMM policy of staff training and orientation.

PART II – TERMS AND CONDITIONS

7. Confidentiality

(a) CMM shall not divulge or communicate any confidential information relating to an employee other than to a person lawfully authorised to receive such information.

(b) The employee shall not divulge or communicate any confidential information of CMM or connections of CMM, or of persons in CMM's care, except to such persons or agencies lawfully entitled to receive such information.

8. Provisions Related to Hours of Employment

(a) CMM in accordance with the following provisions shall determine hours of employment for respective employees:

(i) The ordinary hours of work shall not exceed 40 hours per week or 8 hours per day. Provided that CMM and an individual employee may agree, in writing, to vary the ordinary hours of work

(ii) Ordinary hours shall be worked within a span of 12 hours from time of commencement. Where the ordinary hours of the employee are not continuous except for the periods of refreshment and meal breaks, the Broken Shift Allowance specified in Appendix 1 shall be paid.

(iii) An employee's two days off shall be consecutive unless mutually agreed otherwise in writing.

(iv) Rosters will be available for employees, other than casuals, a fortnight in advance of their commencement. Once posted, rosters will not be changed without agreement between CMM and the employees concerned with the change.

(v) Rostered ordinary duties shall be separated by a period of at least nine consecutive hours except in circumstances where an employee requires a variation in writing and CMM agrees.

(vi) Before considering recruitment of new staff CMM undertakes to invite all existing permanent staff to apply for any relieving, or new work which becomes available. The selection process will be handled in a fair and equitable manner.

(vii) Where staff are required to attend compulsory or in-service training, such hours shall be paid at ordinary time rates.

(viii) Where practicable, additional work will be offered to existing employees before bureau are employed. This work will be offered in the first instance to those employees who work less than 40 hours per week.

(b) **Overtime**

(i) Subject to the proviso in sub clause (a)(i), overtime is worked in excess of eight hours per day or 40 hours per week.

(ii) Overtime will be calculated on a daily basis.

(iii) Overtime rates will be paid at the rate specified in Appendix 1 D.

(iv) No overtime shall arise out of an arrangement made between individual employees. All interchange of duties shall be subject to approval by the management.

(v) Subject to the proviso (a)(v) when an employee works so much overtime between the ordinary hours of successive duties that she / he has not had a period off duty of at least nine hours, overtime shall be paid for all hours worked until a period of nine hours off duty is allowed.

(vi) Where practicable, all overtime will be offered to existing employees before bureau are employed.

(vii) Where a normal rostered shift is worked on weekend shifts or night shifts, those hours shall be included in the calculation of overtime payments.

(c) **Meal and Rest Breaks**

(i) A paid refreshment break of ten minutes shall be allowed when an employee works more than two hours but not more than four hours.

(ii) A meal break of at least half an hour, but in no case greater than one hour, shall be allowed when an employee works continuously for more than four hours but not more than six hours. Notwithstanding, the employee and employer may agree as to the timing of the meal break.

(iii) A second paid refreshment break of ten minutes shall be allowed when an employee works more than six hours but not more than eight hours.

(iv) When an employee works more than eight hours, meal and refreshment breaks as prescribed in subclause (i), (ii) and (iii) shall be taken as if the employees work period started at the end of the eighth hour.

(v) Meal and refreshment breaks shall be allowed at times which enable work to proceed with minimum interruption and they may be varied as to timing or staggered amongst a work group as a supervisor may direct.

(vi) Where the supervisor determines that an employee cannot be released for a meal break she / he shall be entitled to consume a meal without deduction from pay during paid duty hours but shall remain responsible for matters requiring attention.

(vii) The employer shall provide tea, coffee, milk and sugar to all employees.

(d) **Timekeeping**

(i) Employees will accurately record hours worked and absences.

(ii) Employees shall notify his / her manager or a supervisor, prior to their commencement, of their intended absence; provided that where this is not practical the employee shall notify as soon as she / he is able

9. Classification of Employees

(a) **Nature of Employment**

(i) "**Full Time Employees**" are those employees who work no less than 37.5 hours per week on a permanent basis.

(ii) "**Part Time Employees**" are employees who work less than 37.5 hours per week on a permanent basis. They usually work for a set number of hours.

(iii) "**Casual Employees**" are employees who are employed as required and not on a regular basis.

In the case of part time and casual employees, a minimum payment of three hours for each day of engagement will be available unless mutually agreed otherwise between employer and employee.

(b) **Occupational Classifications and Duties**

Notwithstanding their respective classification, the employees may be required to undertake any other duties appropriate to their position that they are lawfully permitted to perform.

10. No Pass On Provision

The employer agrees not to pass on to non-NZNO members terms or conditions that are the same or substantially the same as those contained in this collective agreement with the intent of undermining the collective agreement and if the effect is to undermine the collective agreement. The employer and the non-NZNO members shall individually negotiate their terms and conditions of employment.

The negotiated provisions shall take effect no earlier than two months from the expiry of this agreement.

PART III - WAGES

11. Wages

(a) Subject to 11(b) the employees shall receive the rates set out in Appendix 1.

(b) **Payment of Wages**

(i) Wages will be paid fortnightly by direct credit to an employee's account not later than Wednesday immediately following the end of the pay period except where both the intervening Monday and Tuesday are public holidays. In this event, wages will be paid no later than the Thursday after the end of the pay period.

(ii) Employees will be provided with a wages slip detailing the calculation of his / her earnings and deductions made.

(iii) At the time of termination employees shall be paid in the next available pay run unless requested on the last day of work in writing with the following exceptions:

(a) Where an employee ceases work outside of normal office hours the employee will be paid when the office next opens; or

(b) Where an employee fails to give the required notice, payment shall be made within three bank working days.

(iv) The payment of final wages, on termination, is subject to the employee returning all keys, uniforms and equipment items in their possession supplied by CMM.

(c) **Deductions from Wages**

Deductions may be made from an employee's wages for time absent from work due to an employee's unpaid absence, where the employee has been overpaid, or to deduct residual value (calculated at the initial value reduced by 1/12th for each complete month which has elapsed since time of issue) of unreturned property of CMM. The employee will be consulted beforehand as to the amount and the intended method of recovery.

PART IV – AMENITIES / MEALS AND UNIFORMS

12. Amenities, Meals and Uniforms

(a) **Amenities for Staff in Residential Facilities**

(i) Suitable facilities for changing shall be provided.

(ii) A secure cupboard for safekeeping of employee's personal belongings while on duty shall be available.

(b) **Refreshments**

Tea, coffee, milk and sugar shall be available at authorised breaks without charge to employees.

(c) **Uniforms and Clothing**

(i) Where CMM requires uniforms or other special clothing to be worn, these items shall be supplied by CMM on a fair wear and tear basis. CMM shall pay an allowance as specified in Appendix 1 until the provision of suitable uniforms is arranged. All items supplied remain the property of CMM.

(ii) Protective clothing, gloves and masks shall be made available as necessary if the nature of the work so requires.

(iii) Unserviceable items must be returned to CMM prior to the issue of a replacement item.

(iv) The employee is obliged to wear footwear and hosiery acceptable to CMM when on duty

PART V - LEAVE

13. Public Holidays

(a) **Public Holidays**

(i) The employees shall be entitled to the public holidays provided for in the Holidays Act 2003 or such other alternative days to be substituted for those days where the employer requires the employee to work on a public holiday. The following days are observed as public holidays: Christmas Day, Boxing Day, New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day, Labour Day, Birthday of the Reigning Sovereign (i.e. King's Birthday), Waitangi Day, Matariki.

(ii) Should Christmas Day, Boxing Day, Waitangi Day, Anzac Day, New Year's Day and / or 2 January fall on a Saturday and / or Sunday in any year, such holidays shall be observed as follows:

(a) Where Saturday and / or Sunday are normal working days for an employee, Christmas Day, Boxing Day, New Year's Day, 2 January, Waitangi Day and / or Anzac Day shall not be transferred to the Monday and / or Tuesday.

(b) Where Saturday and Sunday are not normal working days for an employee, these public holidays will be transferred to Monday and / or Tuesday.

(b) Where the employee's shift or duty extends across two calendar days, e.g. in the case of a night shift, the public holiday will be recognised and observed on the calendar day in which the majority of hours are worked. For further clarification, the whole shift or hours worked will be paid at time and a half and the employee will be entitled to an alternative day with pay at the relevant daily pay.

(c) Employees who work on public holidays shall be paid as follows:

(i) 25 December, 1 January double time for hours worked and an alternative day.

(ii) All other holidays – at time and a half for hours worked and an alternative day.

(d) Due to the need to maintain its service to residents the employer shall be entitled to require the employees to work on a rostered public holiday. The employee agrees to be available to work on a rostered public holiday unless there is prior management approval to have the day off.

(e) For the purposes of clarification, no time worked on any such holiday shall be paid for at greater than double time.

(f) Where one of the statutory holidays specified in subclause (a) falls on a day off of a five day employee, such employee shall be paid for that day at ordinary time rates.

(g) An alternative holiday must be taken in accordance with the Holidays Act 2003 and its amendments. The alternative holiday shall be taken at a mutually convenient time and preferably within twelve (12) months of the entitlement arising. When mutual agreement cannot be reached, the employer may request the employee take the alternative day giving 14 days notice.

14. Annual Leave

(a) The employee is entitled to four weeks' annual leave which, except as otherwise provided in this agreement, shall be taken in accordance with the Holidays Act 2003 (or any Act which alters, amends or is in substitution for that Act).

(b) The employee will take his or her annual leave within twelve months of the date on which it becomes due unless a prior arrangement is made with CMM.

(c) The employee will take his or her annual leave at a time that has regard for the employee's need for rest and recreation but also at a time suitable to the work requirements of CMM (with CMM's consent to a request to take leave not to be unreasonably withheld), or failing agreement, at times to be fixed by CMM in accordance with the Holidays Act 2003.

(d) The employee by agreement with CMM may take part of any year's annual leave entitlement before the employee becomes entitled. Such leave shall not be unreasonably requested nor agreement unreasonably withheld.

15. Long Service Leave

(a) An employee shall be entitled to special holidays as follows:

(i) One special holiday of one week on the **anniversary of five years continuous service**, such holiday to be taken before the next special holiday under this clause falls due.

(ii) One special holiday of two weeks on the **anniversary of ten years continuous service**, such holiday to be taken before the next special holiday under this clause falls due.

(iii) One special holiday of one week on the **anniversary of fifteen years continuous service**, such holiday to be taken before the next special holiday under this clause falls due. This clause will be effective from 1 January 2008. Only employees whose anniversary of 15 years' service falls after 1 January 2008 will be entitled to this long service leave.

(iv) One special holiday of two weeks on the **anniversary of twenty years continuous service**, such holiday to be taken before the next special holiday under this clause falls due.

(v) One special holiday of one week on the **anniversary of twenty five years continuous service**, such holiday to be taken before the next special holiday under this clause falls due.

(vi) One special holiday of three weeks on the **anniversary of thirty years continuous service**.

(b) All such special holidays provided for in subclause (a) of this clause shall be paid at the employee's ordinary time rates and may be taken in one or more periods and at such time or times as may be agreed by CMM and the employee.

(c) If the employee, having become entitled to a special holiday, leaves his or her employment before such holiday has been taken, he or shall be paid in lieu thereof.

(d) The entitlement set out in subclause (a) above is a policy of CMM and is not a requirement of the Holidays Act 2003.

16. Bereavement Leave / Tangihanga Leave

(a) Bereavement leave is available to all employees to arrange and attend funerals / Tangihanga. Approval for such leave is given by the employee's manager, provided however that in no event shall such bereavement leave be less than the employees' entitlement under the Holidays Act 2003 and its amendments. Cultural respect will be given to such as unveiling.

(b) Three days' paid leave shall be granted, on the death of any of the employee's spouse, child, parent, sibling, parent in law, sister in law, brother in law, daughter in law, son in law, grandparent, step parent, step child, step brother, step sister, grandchild or in any special case or where the employee is responsible for making funeral arrangements. Spouse includes a de facto relationship or same sex partner.

(c) CMM may grant one day's paid leave upon the death of another person with whom the employee has a close relationship, if CMM accepts the fact that the employee has suffered a bereavement. Relevant factors include closeness of association, significant responsibility for arrangements and any cultural responsibilities.

17. Parental Leave

The provisions of the Parental Leave and Employment Protection Act 1987 shall apply.

18. Family Violence

CMM will support staff experiencing family violence.

This support includes:

(a) For those experiencing family violence, up to 10 days in any calendar year as per the Domestic Violence Victims Protection Act 2018. To be used for medical appointments, legal proceedings and other activities related to family violence. This leave is in addition to other leave entitlements and may be taken as consecutive or single days, or as a fraction of a day and can be taken without prior approval.

(b) To support safety planning and avoidance of harassing contact, the employer will approve any reasonable request from an employee experiencing family violence for:

  (i) Changes to their span or pattern of working hours, location of work or duties;

  (ii) A change to their work telephone number or email address; and

  (iii) Any other appropriate measure including those available under existing provisions for flexible working arrangements.

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

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

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

19. Jury Service

(a) 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 CMM, provided that the employee produces the Court Expenses Voucher to CMM and returns to work immediately on any day he / she is not actually serving on a jury.

(b) These payments shall be made for up to a maximum of five ordinary working days in respect of each separate period of jury service.

20. Professional Development and Training

The parties to this agreement record their intention that staff be given reasonable opportunity to undertake courses of study or training relevant to their employment. Leave, with or without payment, may be approved as deemed appropriate by CMM.

(a) **Training for Care and Support Workers**

The employer will ensure that care and support workers are able to attain:

(i) The New Zealand Certificate in Health and Wellbeing level 2 (or equivalent) within the first 12 months of employment; and

(ii) The New Zealand Certificate in Health and Wellbeing level 3 (or equivalent) within the first 3 years of employment; and

(iii) The New Zealand Certificate in Health and Wellbeing level 4 (or equivalent) within the first 6 years of employment.

Support to attain these qualifications shall include paying 50% of training course fees upfront and reimbursement of the remainder of the training course fees upon completion of the training course within an agreed timeframe, providing 2 days of paid study leave per year and providing access to supervisors and assessors where reasonably practicable.

(b) **Professional Development for Registered Nurses and Enrolled Nurses**

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

The employer shall grant professional / educational development leave of up to 24 hours per calendar year for full time employees (pro-rated to no less than 8 hours per calendar year for part time employees). This leave is to enable employees to prepare a portfolio, compete qualifications, and to attend training relevant to their professional / educational development and relevant to the employer. Prior approval of the employer must be obtained. The approval of the employer shall not be unreasonably withheld.

An employee may take leave on pay to attend National Meetings or Seminars of Section Groups and / or Colleges of NZNO. This leave may be taken as professional / educational development leave. Prior approval of the employer must be obtained. The approval of the employer shall not be unreasonably withheld.

All of the employee's normal working hours absent from the workplace including travel time, will be taken from the employee's professional / educational development allocation.

For those employees where superior entitlements exist, such entitlements shall be retained by the individuals concerned.

Paid meetings to meet organisational and service requirements not otherwise addressed in this clause (e.g. staff meetings) shall be granted in addition to the above provisions.

Professional / educational development leave will be paid at ordinary rate and shall not accumulate from one year to the next.

Where an employer requires an employee to attend professional / educational development, the employee will be paid from their professional / educational development allocation at ordinary time even if they are not rostered to work.

(c) The employer will reimburse RNs and ENs for the cost of renewing their Annual Practising Certificate upon documented confirmation of their new Certificate being approved.

21. Sick Leave

(a) After completing six months' continuous service with CMM, the employee shall be entitled to take up to a maximum of ten days paid sick leave during each further twelve month period of continuous employment. Sick leave may be taken where:

(i) The employee is sick or injured;

(ii) The employee's spouse or a person who depends on the employee for care is sick or injured.

(b) Unused sick leave may be carried over for use in any subsequent twelve month period of employment to provide a maximum of forty days current entitlement in any year.

(c) The employee must notify CMM of his or her intention to take sick leave as early as possible for the employee is due to start work on the day that is intended to be taken as sick leave. Only in exceptional circumstances shall notice be given after the time for commencement of duty. The employee shall endeavour to notify CMM as soon as possible when a return to work is likely.

(d) For any absence due to sick leave for a period of three or more consecutive calendar days, proof of sickness or injury may be required by CMM. If the employee is required to provide proof of sickness or injury and fails to do so, CMM is not required to pay the employee for the sick leave until the employee provides the required proof.

(e) If the employee has exhausted his or her sick leave entitlement, CMM may agree to the employee taking annual holidays as sick leave.

(f) CMM shall be entitled to make a rateable deduction from the remuneration of the employee for time lost through sickness (other than approved sick leave). The employee is not entitled to be paid for any accrued sick leave that has not been taken upon termination of employment.

(g) Sick leave entitlement on a public holiday when rostered to work shall be paid for in accordance with the Holidays Act 2003 and any subsequent amendments.

(h) An employee, who is sick on public holiday being a day which would otherwise be their working day, will be paid at ordinary rates, with no deduction from their sick leave entitlement.

(i) When an employee contracts an infectious disease, as defined in the first schedule of the Health Act 1956, due to contact with a sufferer of the disease at WesleyCare and has received a doctor's certificate (where possible and appropriate) to confirm

this diagnosis, special paid leave of up to five (5) days in any one year shall be allowed for the period of the infection.

(j) An employee who is Covid Positive or who is responsible for caring for a dependent who is Covid Positive, and is unable to work, will be entitled to special leave payment of up to 5 additional days once their sick leave is exhausted.

PART VI – POLICIES AND PROCEDURES / CODE OF CONDUCT

22. Obligation

All employees covered by the collective agreement will adhere to CMM's policies and procedures and Code of Conduct. CMM reserves the right to update these Policies and Procedures, in consultation with staff, except in the case where changes are required by legislation, in order to maintain ethical and good work practices and to ensure the safety of both residents and employees of CMM.

PART VII – HEALTH AND SAFETY / SEXUAL HARASSMENT

23. Health and Safety

For further information refer to CMM Human Resources Policy and Procedure Manual and CMM Health and Safety Manual.

24. Sexual Harassment

For further information refer to CMM Human Resources Policy and Procedure Manual. For the legislative requirements refer to the Human Rights Act.

25. Safe Staffing

WesleyCare is dedicated to maintaining a culture of safe work practices that prioritise the safety of both our employees and residents. Reference is made to the ARC Industrial Profile Guide, together with resident care needs, acuity, and occupancy levels when determining safe levels of staffing. We continually review and assess staffing levels on our rosters to ensure ongoing safe work practices and the wellbeing of our employees and residents.

PART VIII – DISCIPLINARY PROCEUDRES / TERMINATION

26. Termination of Employment

(a) CMM shall follow the Procedures set out in Appendix 3, subject in every case to the relevant provisions of the Employment Relations Act 2000, where alleged misconduct, serious misconduct or unsatisfactory performance (as contained in CMM Code of Conduct) comprises grounds for disciplinary action.

(i) This section shall apply to all contractual and / or Board policy in force from time to time.

(ii) Each employee shall be supplied with:

(a) A copy of CMM Code of Conduct Document.

(b) The location of CMM Employee Handbook and how it may be accessed.

(c) Employees shall acknowledge receipt of the Code and Policy material issued to them.

(iii) As a good employer, CMM shall consult with staff representatives on all proposed policy changes affecting employees, prior to changes becoming effective and being issued.

(b) This employment may be terminated by the employee giving two weeks' notice in writing excepting RN and EN and HCA employees who will give four weeks' notice. If the employee fails to give two weeks' notice then he or she will forfeit the normal wage equivalent to any shortfall unless otherwise agreed with the employer. An agreement to a shorter period will not be unreasonably withheld.

(c) CMM may terminate employment by giving two weeks' notice in writing for misconduct or unsatisfactory work performance after following the procedures set out in Appendix 3. CMM may make a payment in lieu of working out the period of notice.

(d) Notwithstanding the above clause CMM may summarily dismiss the employee for serious misconduct, or wilful misconduct.

27. Suspension

CMM may suspend the employee on pay while conducting investigation into alleged misconduct. Prior to making a decision to suspend, the employee would be given an opportunity to seek representation and discuss the suspension. *(For further information refer to CMM Human Resources Policy and Procedure Manual)*

28. Abandonment

If the employee is absent from work for a continuous period of three working days or more without the consent of CMM, or without notification to CMM and without reasonable cause, he or she is deemed to have abandoned his or her employment.

29. Termination of Medical Grounds

(a) CMM may terminate employment by giving such notice as it considers necessary (but being not less than two weeks) if as a result of any mental or physical illness, or incapacity, the employee is incapable of performing his or her duties.

(b) Before terminating the employment relying on the above clause, CMM will request that the employee undergo a medical examination by a registered medical practitioner, at its expense, and will take into account any reports or recommendations made available.

(c) The contents of any reports or recommendations received by CMM will be confidential to CMM and the employee.

30. Obligations on Termination

(a) Upon termination of employment the employee will immediately

(i) Return to CMM all of CMM's property and records (of whatever type) including but not limited to any documents or other things containing or relating in any way to confidential information which is in the employee's possession or under his or her control. This also includes all passwords, entry codes and keys.

(ii) Repay any loans made to the employee by CMM.

31. Redundancy

(a) Redundancy occurs where the employee's position has, or will, become surplus to CMM's requirements. Where possible every endeavour shall be made to enable mutually agreed redeployment. A redundancy does not arise where CMM sells, transfers, or leases its business, merges or amalgamates with any other company where the employee is offered ongoing employment by the purchaser, transferee or lessee of the business on the same or substantially similar terms and conditions.

(b) Where, following consultation with the employee, CMM decides redundancy is necessary, it shall give four weeks' notice to the employee, or at its election make a payment in lieu of the whole of the part of that notice. Where the employee is made redundant he or she will be entitled to receive redundancy compensation at the rate of four weeks for the first complete year of permanent employment plus one week for each subsequent year up to a maximum of ten weeks' average remuneration payment.

(c) Redundancy compensation for the employee employed under the collective agreement in effect prior to 21 October 2006 will not be limited by the maximum defined by clause 29(b).

(d) Complying with this redundancy clause is full compensation for redundancy and the employee shall not be entitled to any further compensation.

32. Certificate of Service

Upon termination of employment CMM, on request, shall provide the employee with a certificate of service stating dates and the capacity(ies) of the employment.

PART IX – UNION MATTERS

33. Unions

CMM positively affirms the role of unions. The Union may visit staff members at CMM during normal working hours.

34. Access to the Workplaces

NZNO shall exercise its right of access in consultation with the Manager of WesleyCare at times that cause minimal disruption to the duties of its members.

Access shall be exercised:

(a) At reasonable times.

(b) In a reasonable way, having regard to normal business operations in the workplace.

(c) In compliance with existing reasonable procedures safety and health and security.

Any dispute over rights of access shall not be discussed or contested in the presence of members of the public or clients that CMM serves.

35. Employee Representation

CMM shall give recognition to an employee who is elected by the staff members as an employee representative or delegate for the Union and its members.

It is seen as desirable by all parties to this agreement that wherever any question, problem or dispute arises, the employee representative / delegate shall first approach CMM so that an attempt may be made to resolve the question, problem or dispute at that point. CMM shall grant the employee representative / delegate reasonable paid time for this purpose.

(a) Paid time off (at ordinary rate) shall be allowed for NZNO delegates to attend meetings with management, consult with NZNO members, other NZNO delegates and NZNO officials, and to consult and discus issues such as management of change and staff surplus, provide employee representation and education around the collective agreement.

(b) Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.

(c) The amount of paid time off and facilities provided shall be sufficient to enable delegates to give adequate consideration to the issues in the workplace.

36. Employee's Meetings

During each 12 month term of this agreement, employees shall be entitled to four hours leave, without loss of ordinary pay to have up to four meetings for the purposes of discussions concerning reviews to the rates in Appendix 1, provided that each of the following conditions are first agreed and fulfilled:

(a) The date, time and place of the meeting shall be agreed with CMM and the employees; and

(b) Normal duties will resume immediately at the conclusion of the meeting; and

(c) Only those employees attending the meeting during their ordinary hours of duty will be entitled to payment; and

(d) Satisfactory arrangements shall be made between CMM and the employees for the maintenance of essential services; and

(e) Those employees who may have appointed an authorised representative shall be entitled to request the attendance of their representative.

37. Employment Relations Education Leave (EREL)

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

FTE eligible employees as at 1 March each year	**Maximum number of days of employment relations education leave that we are entitled to allocate as a union**
1-5	3

6-50	5
51-280	1 day for every 8 FTE eligible employees or part of that number
281 or more	35 days plus 5 days for every 100 FTE eligible employees or part of that number that exceeds 280

(a) For the purposes of this clause, calculating the number of full time equivalent eligible employees employed by an employer:

(i) An eligible employee who normally works 30 hours or more during a week is to be counted as 1;

(ii) An eligible employee who normally works less than 30 hours during a week is to be counted as one half.

(b) NZNO shall send a copy of the programme for the course and the name of employees attending at least 14 consecutive days prior to the course commencing.

(c) The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.

38. Sector Advocacy Leave

Where NZNO is undertaking advocacy for improved industry funding or safe staffing levels, the employer may release NZNO delegates, on a paid basis, for a specified period of time to assist with training or lobbying. Requests will be made by NZNO to the Executive Director of the employer and will be considered on a case by case basis.

PART X – EMPLOYEE PROTECTION PROVISION

39. Employee Protection

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

Definitions:

For the purposes of these provisions, 'affected employee', 'restructuring' and 'new employer' shall have the same meaning as in s69B and s69L of the Employment Relations Amendment Act (2006).

(a) On entering discussions or negotiations with a new employer, before any contractual obligations are finalised, the affected employees and NZNO will be consulted. When consulting with the applicable unions, the employer will provide the unions with relevant information about the general nature of the restructuring proposal and details of how it is likely to impact on the affected employees, including the timing of the negotiations and of the implementation of any transaction with the new employer.

(b) Employees will be given a reasonable opportunity to exercise their right to elect to transfer to the new employer, or not to transfer, in accordance with s69D and s69O of the Act.

(c) Reasonable conditions may be imposed on the disclosure and / or circulation of commercially sensitive information.

(d) As a condition of sale or transfer of all or part of the employer's business, the new employer shall offer affected employees ongoing employment, carrying out the same duties that they were performing before the sale or transfer and on the same or substantially similar terms and conditions of this collective agreement, including recognition of service and service related benefits.

(e) On and from the date on which employees covered by this collective agreement become an employee of the new employer, the new employer shall become a party to this collective agreement but only in relation to, and for the purposes of, those employees (s69H).

(f) Employees who elect to transfer to the new employer on the same or substantially similar terms and conditions shall not be entitled to redundancy compensation from CMM, the previous employer. If these employees' positions are subsequently made redundant by the new employer for reasons relating to the restructuring, they will be entitled to redundancy compensation in accordance with this collective agreement.

(g) Employees who elect not to transfer, and have been offered the same or substantially similar terms and conditions, shall not be entitled to redundancy compensation in accordance with this collective agreement.

PART XI – EMPLOYMENT RELATIONSHIP PROBLEMS

40. Employment Relationship Problems

Annexed to this agreement, Appendix 2 is information about resolving employment relationship problems and a plain English explanation of the services available for resolution of these and other disputes. Should you have an employment relationship problem, CMM encourages you to bring it to CMM's attention immediately as CMM is committed to resolving any disputes which may arise as early as possible.

PART XII - SIGNATORIES

Dated this 17th day of November 2026



Signed for and on behalf of the Employer

Jill Hawkey, Executive Director



Signed for and on behalf of Toputanga Tapuhi Kaitiaki o Aotearoa / New Zealand Nurses Organisation

Teri Essex, Organiser

APPENDIX 1 – WAGE RATES AND ALLOWANCES

A. RATES OF REMUNERATION

Rates of remuneration shall be determined in accordance with the following definitions and scales. Allowances are payable in terms of the provisions of the relevant clause detailing qualification for payment.

B. DEFINITIONS

"**Week**" in the case of day workers shall mean the seven days computed from midnight to midnight covered by the pay week; in the case of night workers shall mean the seven days computed from noon to noon covered by the pay week.

"**Hourly Rate**" means 1/40th of the relevant weekly rate and "**pro rata the weekly rate**" shall be a calculation based on the hourly rate.

"**Relevant Daily Pay**" has the meaning attributed to it by the Holidays Act 2003 and any subsequent amendments.

"**Ordinary Hours**". "**Duty**" or **Shift**" shall have the same meaning being the time to be worked within the limit of daily hours on any day and is not overtime.

"**Night Shift**" means a duty or shift commencing at or after 9.00pm and concluding at or before 8.00am on the following day.

"**Broken shift Allowance**" means Ordinary Hours shall be worked within a span of 12 hours from time of commencement. Where the ordinary hours of the employee are not continuous except for the periods of refreshment and meal breaks, the Broken Shift Allowance specified in Appendix 1 shall be paid. Where the roles are permanent and substantially different, this does not attract the Broken Shift Allowance.

"**Hospital Duty Leader**" means a senior nurse designated as Duty Leader by the Facility Manager or Clinical Nurse Manager, in the absence of a Unit Coordinator, Clinical Nurse Manager or Facility Manger.

The Hospital Duty Leader will assume the role of the most senior staff member on duty, reporting directly to the Facility Manager, Clinical Nurse Manager or Unit Coordinators where appropriate, and coordinating emergency, urgent or clinical responses with staff over all units.

The Hospital Duty Leader for the shift, where required, will be indicated on the roster.

"**Call In**" means when an employee is requested to work an unscheduled shift within four hours of the start time of the duty or after 9.00pm the previous day.

C. OCCUPATIONAL CLASSIFICATIONS

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

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

"**Unit Coordinator / Clinical Nurse Manager**" is a registered nurse in a hospital who holds a current annual practising certificate, who is appointed to be in charge of nursing staff employed therein and responsible for the ongoing allocation of work and the supervision of nursing staff employed thereon.

"**Cook**" shall mean an employee wholly or substantially engaged in the preparation and cooking of meals.

"**Service Worker**" shall refer to an employee wholly or substantially engaged in general cleaning and domestic duties, laundry and sewing work, kitchen duties with limited or little cooking responsibility, porter / orderly duties, routine maintenance and other supportive duties.

"**Health Care Assistant**" shall refer to an employee wholly or substantially engaged in assisting older persons, residents or patients in their activities of daily living and such other attendant duties as required including aiding nurses in medical / nursing aspects of care.

"**Administration Service Worker**" shall refer to an employee wholly or substantially engaged in general administration.

"**Physiotherapy Assistant**" shall refer to an employee who is engaged in carrying out duties as directed by a Physiotherapist.

"**Diversional Therapist / Activities Co-ordinator**" means a person who works to promote the quality of life for all residents. Their work includes assessing residents and providing a variety of activities which caters to the residents needs.

ALLOWANCES

Call In Allowance	$15.00 per shift
Broken Shift Allowance	$7.30 per shift
Night Shift Allowance (HCAs only)	$15.00 per full night shift
Hospital Duty Leader	$2.50 per hour
Uniform Allowance	$0.66 per day until a uniform is provided
Qualification Allowance	The following allowances are available for Service Workers only: $0.50 per hour for initial certificate and $0.30 for each subsequent completed course of the following: The relevant NZQA qualification.
Weekend and Night Loading	
Weekend Allowance HCA (NZNO union members only)	An Allowance of $6.50 per hour will be paid for all shifts worked between 11.00pm Friday and 11.00pm Sunday
Weekend Loading Registered Nurses and Enrolled Nurses	A 50% loading (T1.5) for all shifts worked between 11.00pm Friday and 11.00pm Sunday
Weekend Loading All Other Staff	A 30% loading (Tl.3) for all shifts worked between 11pm Friday and 11pm Sunday
Night Shift Allowance	Where an employee's whole shift falls between 9.00pm on one day and 8.00am on the following day the employee will be entitled to be paid the appropriate night shift allowance excepting Registered Nurses and Enrolled Nurses who receive the Night Shift loading (below) and who will only receive night shift allowance when working night shifts between the hours of 11.00pm Friday and 11.00pm Sunday
Night Shift Loading Registered Nurses and Enrolled Nurses (weekdays)	A 25% loading (T1.25) for all night shifts worked between 11.00pm Sunday and 11.00pm Friday
Overtime rates	Overtime rates will be paid at the higher of the normal hourly rate increased by 30% or the penal loading applied to the shift.

RATES: 01 September2026 – 31 August 2027

Cook Assist	**Hourly Rate**	**T1.25**	**T1.3**	**T1.5**
Step 1	$29.90		$38.87	
Step 2	$29.90		$38.87	
Step 3	$30.05		$39.07	
Step 4	$30.20		$39.26	
Cooks	**Hourly Rate**	**T1.25**	**T1.3**	**T1.5**
Step 1	$29.90		$38.87	
Step 2	$29.90		$38.87	
Step 3	$30.59		$39.77	
Step 4*	$31.68		$41.18	
Service Workers	**Hourly Rate**	**T1.25**	**T1.3**	**T1.5**
Step 1	$29.90		$38.87	
Step 2	$29.90		$38.87	
Step 3	$30.05		$39.07	
Step 4*	$30.20		$39.26	
Enrolled Nurse	**Hourly Rate**	**T1.25**	**T1.3**	**T1.5**
Step 1	$33.13		$43.07	
Step 2	$33.90		$44.07	
Step 3	$36.22		$47.09	
Registered Nurses	**Hourly Rate**	**T1.25**	**T1.3**	**T1.5**
Step 1	$35.23	$44.04	$45.80	$52.85
Step 2	$37.91	$47.39	$49.28	$56.87
Step 3	$40.07	$50.09	$52.09	$60.11
Step 4	$42.13	$52.66	$54.77	$63.20
Step 5	$46.46	$58.08	$60.40	$69.69
Step 6	$47.75	$59.69	$62.08	$71.63
Step 7	$49.50	$61.88	$64.35	$74.25
Unit Coordinator	**Salary**			
Step 1	$117,500.00			
Step 1	$123,500.00			

Hourly Rates for Staff Engaged before 1 July 2017	
Health Care Assistants; Diversional Therapists and Physio Assists	
Employee's Qualification or Continuous Length of Service with Employer	
No relevant qualification or less than 3 years	$29.90
Level 2 qualification, or 3 years or more but less than 8 years	$29.90
Level 3 qualification, or 8 years or more but less than 12 years	$30.50
12 years or more, if * applies	$31.00
Level 4 qualification, or 12 years or more, if * does not apply	$32.20
* This applies to a caregiver staff if: a) the employee commenced employment with the employer on or after 1 July 2005; and b) the employee has not attained a Level 4 qualification; and c) the employee's employer has provided the support necessary for the employee to attain a level 4 qualification.	

Hourly Rates for Staff Engaged on or after 1 July 2017	
Employee's Level of Qualification	
No relevant qualification	$29.90
Level 2 qualification	$29.90
Level 3 qualification	$30.50
Level 4 qualification	$32.20

HCA Tawa Lead (PM only)	
Level 3 qualification	$32.35
Level 4 qualification	$33.50

Staff Progression

- Step progression will occur by annual increment at 1 July each year (excepting Unit Coordinators).
- Employees will need to complete six months service before they are eligible to progress to the next step.
- Progression to next step is subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised.

Registered Nurse and Enrolled Nurse Progression on Appointment

Appointment to the scale will be based on relevant years of nursing experience e.g. an RN with 3 years relevant nursing experience would be appointed at Step 4.

Unit Coordinator Progression:

- Progression from Step 1 to Step 2 is after 2 years of completed service at Step 1.

APPENDIX 2 – RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

1. Resolution of Employment Relationship Problems

The Employment Relations Act 2000 describes an employment relationship problem as including:

a. A personal grievance;

b. A dispute; and

c. Any other problem relating to or arising out of an employment relationship (but not including any problem about negotiation of employment agreement).

(a) Definitions

The relevant definitions under the Act, which the employee will need to be aware of in the context of the resolution of employment relationship problems:

Employment Relationship Problem – includes a personal grievance, a dispute, and any other problem relating to or arising out of an employment relationship, but does not include any problem with the fixing of new terms and conditions of employment (for example, bargaining or seeking a variation to an employment contract / agreement).

Personal Grievance – means any grievance that an employee may have against his / her employer or former employer because of a claim that he / she in his / her employment by an unjustifiable action or the employer, discriminated against, sexually harassed, racially harassed or subject to duress in relation to membership / non membership of a union.

Dispute – is a dispute about the interpretation, application or operation of an employment contract / agreement.

(b) **Mediation**

The Department of Labour operates a mediation service set up specifically to help resolve any employment relationship problems that may arise. The employee or CMM may contact the employment mediation service at the Department of Labour to request assistance.

(c) **Employment Relations Authority**

There is also a body called the Employment Relations Authority. The Authority has offices in Auckland, Wellington and Christchurch. The role of this Authority is to investigate employment problems which are referred to it by establishing the facts and then making a decision it considers to be fair, without regard to technicalities. In most instances the Authority will first insist that CMM and employees attempt to resolve the problem by attending mediation before the Authority will itself start to investigate the problem. If either the employee or CMM is dissatisfied with the Authority's determination of an employment relationship problem then it can be referred to the Employment Court for a formal hearing.

(d) **Personal Grievance Limitation Period**

Any employee who wishes to raise a personal grievance must do so by notifying CMM within 90 days, beginning with the date on which the action said to amount to a personal grievance occurred, or came to the employee's attention, whichever is the later. After the 90 days, a personal grievance cannot be raised unless CMM agrees

or the Employment Relations Authority gives permission for the employee to proceed with the personal grievance.

For personal grievances involving discrimination or sexual harassment, the employee may be able to make a complaint to the Human Rights Commission, instead of filing a claim with the Employment Relations Authority.

2. Steps to help resolve an Employment Relationship Problem

(a) **First Step: Employer / Manager**

The employee should first take the Employment Relationship Problem to his / her employer / manager. By doing this, it is hoped that the Employment Relationship Problem will be dealt with in a manner that is appropriate to both parties, with the emphasis on allowing the employee to continue on in employment having resolved his / her Employment Relationship Problem.

(b) **Second Step: Mediation Service of the Department of Labour / Alternative Disputes Resolution**

If the employee's Employment Relationship Problem is not resolved to his / her satisfaction within a reasonable period of time of raising it, the employee or the employer may refer this to:

(i) The Mediation Service of the Department of Labour. This is an informal institution that provides mediation services to employees and employers alike; or

(ii) The parties may agree to an independent mediator, arbitration or alternative disputes resolution to help resolve the Employment Relationship Problem.

(c) **Third Step: Employment Relations Authority**

If the Mediation Service of the Department of Labour, independent mediation, arbitration or alternative disputes resolution cannot resolve the employee's Employment Relationship Problem, then this can be referred through to the Employment Relations Authority. The Employment Relations Authority is an investigative body that has the role of resolving Employment Relationship Problems by establishing the facts and making a determination according to the substantive merits of the case, without regard to technicalities.

APPENDIX 3 – TERMINATION OF EMPLOYMENT

1. Investigation

(a) Prior to taking disciplinary action CMM shall in every situation:

- Meet with the employee to discuss the situation and allow the employee the opportunity to explain the situation.
- Investigate the situation, if necessary, taking into account the employee's response.

(b) If following the investigation, CMM considers the employee's actions warrant disciplinary action; CMM shall follow the appropriate procedure set out in this clause.

(c) CMM may suspend an employee on pay during any investigation in accordance with the clause. (Prior to making a decision to suspend, the employee would be given an opportunity to discuss the suspension.)

(d) CMM encourages the employee to bring a support person to disciplinary meetings.

2. Misconduct / Unsatisfactory Performance

(a) After carrying out an investigation as described in subclause 1(a) CMM considers that the employee's actions constitute misconduct or the employee's performance is unsatisfactory, CMM shall follow the procedure set out below:

(b) On the occasion of the first warning the employee shall be advised of:

- The aspect of the behaviour or performance which is unsatisfactory.
- The consequences of continuing unsatisfactory behaviour or performance (ongoing employment will be in jeopardy).
- The actions to take to correct the problem, if applicable.
- The period allowed for an improvement.
- The first warning should also include any commitment that the employee is prepared to give to improve his / her conduct. A sample format is shown in the guidelines.
- The details of the first warning shall be confirmed in writing.

Note: The object of the first warning is to correct the behaviour or performance and to avert in future more serious disciplinary action.

(c) CMM may determine that the employee's actions are such as to warrant the giving of a second warning in the first instance.

(d) On the occasion of the second warning the procedure shall follow the manner of the first warning but in addition:

- The employee shall be advised that continuing unsatisfactory performance or conduct may result in dismissal.
- A reference to any previous relevant verbal warnings.
- The details of the second warning shall be confirmed in writing by CMM.

(e) Copies of all warnings must be given to the employee. A copy must be placed in the employee's personal file. A copy may be forwarded to the employee's representative organisation on request.

(f) On the occasion of a third offence or continuing unsatisfactory performance CMM may terminate the employee's employment by the giving of the required notice, in accordance with the applicable employment agreement

3. Serious Misconduct

(a) An employee may be dismissed without notice or payment in lieu thereof for serious misconduct in accordance with the provisions of this clause.

(i) The employee shall be informed of the outcome of CMM's investigation in accordance with subclause 1 of this clause.

(ii) In circumstances where CMM considers the employee's actions amount to serious misconduct the employee may be terminated without notice.

(iii) Advice of dismissal shall be given by the employer and shall be given in the presence of a witness. The dismissal shall be confirmed in writing.

4. Witness / Representative

(a) Where any disciplinary process is actioned, the employee has 24 hours to arrange to be represented if desired.

(b) The unavailability of a particular person to act as representative shall not be used to frustrate the employer's right to proceed as necessary.

(c) The employer may suspend an employee on pay during any investigation period.

5. Record of Disciplinary Action

At each stage of the disciplinary procedure, a record is to be kept. This must be placed on the employee's personal file. A warning as a finite life, which will be advised at the time of issue. This will be for a minimum of six months but may extend to one year, depending on the seriousness of the offence. If the employee works out the specified period of the final notice without reoffending it will be deemed to be lapsed.

Records normally include:

- Signed copies of warnings
- Record of the meeting with details of who was present, date, the situation, what took place and agreed actions.

6. Authority to Issue Warnings

First Warning: A Service Manager may give warnings to staff members who report to them.

Second Warning: Human Relations Manager and other Service Managers are authorised to issue written warnings.

7. Right of Appeal

Staff who are the subject of disciplinary action may invoke the "Personal Grievance" provisions contained in their collected employment agreement or as under the Employment Agreement Legislation.

Any staff member who considers he or she has received an unjustified or unfair warning or has been subject to unjustified disciplinary action may seek to have the matter reviewed by an appropriate manger.

8. Dismissal Procedure

To terminate a person's employment, he / she should be informed:

- That his / her employment is being terminated;
- Of the effective date of termination;
- Or the reasons for the decision (see below).

Written notice of termination must always be given by means of a letter to the employee and his / her representative organisation. The letter may be either handed to the employee or sent to the employee at his / her home address by registered mail or personal delivery. Letters should be mailed only if it is impractical to hand it them personally. The reasons given to the employee must be factual and should be brief. It is not possible to give one reason at the time of dismissal and another reason (or additional reason) at a subsequent date.

When leaving CMM's premises, dismissed employees should have all remuneration due to them. A "final pay" must be made up promptly and handed to the dismissed employee no later than the effective time and date of dismissal.

In cases of instant dismissal, the dismissed employee is entitled only to remuneration earned up to the time of dismissal.

9. Abandonment of Employment

Where an employee absents him / herself from work for a continuous period exceeding three days without the consent of CMM or without notification to CMM, she / he shall be deemed to have terminated her / his employment.