



HILLVIEW TRUST INCORPORATED

and

New Zealand Nurses Union

and

E tū Incorporated

COLLECTIVE AGREEMENT

1 May 2021 to 30 April 2023

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1.0 PARTIES

- 1.1** Hillview Trust Incorporated (Employer) herein after referred to as “The Employer;”
- 1.2** and
- 1.3** New Zealand Nurses Union and E tū” Incorporated (Union) herein after referred to as “the Unions.”

2.0 TERM OF AGREEMENT -This Agreement shall commence on 1 May 2021 and shall continue in force until 31 April 2023.

3.0 COVERAGE

- 3.1** This Agreement is made pursuant to the Employment Relations Act 2000. The Agreement shall cover all employees of Hillview Trust Incorporated who are members of New Zealand Nurses Union and E tū.
- 3.2** The following positions are excluded from coverage of this CA:
- (a)** General Manager
 - (b)** Clinical Manager
 - (c)** Household Manager
 - (d)** Administrator
 - (e)** Reception
- 3.3** Coverage of this document is also extended to include all future acquisitions by Hillcrest Trust Incorporated for those Employees not already covered by a collective agreement. The parties may wish to agree transition provisions for those members who are part of future acquisitions, depending on their existing terms and conditions.
- 3.4** The parties agree that during the term of this Agreement the parties will agree additional provisions for workers engaged in the undertaking of work for which there is no current classification within clause 10 and the applicable rate of remuneration for the undertaking of such work as required.

4.0 NEW EMPLOYEES

- 4.1** The Employer will ensure that new Employees who come within coverage of this agreement are provided with a copy of the Collective Agreement. The Employer will advise new Employees of who the relevant union delegates are and provide their contact as part of the new Employees induction process. For the first 30 days of employment, all new employees under the coverage of this CA must be employed on terms and conditions consistent with this CA.

5.0 NATURE OF AGREEMENT

5.1 This is a Collective Agreement made pursuant to the Employment Relations Act 2000 (“the Act”). The parties to this Agreement agree to the terms and conditions in this document.

5.2 The parties acknowledge a commitment to deal with each other in good faith in all aspects of the employment relationship. In order to uphold this ideal the parties agree to develop and maintain an employment relationship based upon common-sense, reasonable conduct, mutual trust and co-operation.

6.0 OBLIGATIONS OF THE RELATIONSHIP

6.1 The Employer shall:

- (a)** Act as a good Employer in all dealings with the Employee and the Employees representatives;
- (b)** Deal with the Employee and any representative of the Employee in good faith in all aspects of the employment relationship;
- (c)** Take all practicable steps to provide the Employee with a safe and healthy work environment.
- (d)** Monitor against the guidelines of The NZ Standards Indicators for Safe Aged-care and Dementia-care for consumers (SNZHB 8163 -2005).

6.2 The Employee shall:

- (a)** Comply with all reasonable and lawful instructions provided to them by the Employer;
- (b)** Perform their duties with all reasonable skill and diligence;
- (c)** Conduct their duties in the best interest of the Employer and the employment relationship;
- (d)** Deal with the Employer in good faith in all aspects of the employment relationship;
- (e)** Comply with all policies and procedures (including any Codes of Conduct or House Rules) implemented by the Employer from time to time;
- (f)** Take all practicable steps to perform the job in a way that is safe and healthy for themselves and their fellow Employees.

6.3 The parties will ensure that regular consultation occurs when required pursuant to the Act.

7.0 CONSULTATION

7.1 The parties to this agreement recognise that the Employer has the right to manage, organise and make final decisions on the operations and policies of their facilities.

7.2 The Employer recognises that the Parties to this agreement have a mutual interest in

ensuring an effective and efficient workplace, that all Parties to this agreement have an important contribution to make to achieve this goal, and that employees should participate in the management of change through an effective consultation process.

- 7.3** The Employer will advise and fully consult any affected employees and their representatives where the Employer proposes change which may result in changes to policies, structure, staffing levels or work practices.
- 7.4** Changes to terms and conditions of employment must be agreed between the parties.
- 7.5** The Employer will provide relevant information to enable the parties consulted to develop an informed response
- 7.6** The Employer will agree on an appropriate period of time relevant to the complexity of the matter consulted upon, to enable the parties consulted to access the information and provide an informed response.
- 7.7** The Parties will enter consultation with an open mind and give genuine consideration to the matters raised in any response made by the affected Parties and/or their representatives. While there will an attempt to reach agreement, the final decision will be the responsibility of the Employer.

8.0 VARIATIONS

- 8.1** Any of the provisions in this Agreement may be varied by written agreement according to the following procedure:
- 8.2** Either the Employer or Union parties to this Agreement may provide the representatives of the other parties with a request to vary specific provisions contained in this Agreement. The proposed changes will be set down in writing.
- 8.3** The proposal will be discussed between the affected workers, the Union, and the Employer representative.
- 8.4** Where proposals affect more than one (1) group of workers, all affected groups will be represented in discussions with management.
- 8.5** Where agreement is reached between the parties, the proposal will be voted on by the workers concerned. If the proposal is ratified by a majority of workers concerned such agreement will be signed by the Employer and the Union.
- 8.6** In the event that no agreement is reached, the provisions in this Agreement shall continue to apply.

9.0 SAVINGS

Any employee becoming subject to these terms and conditions she only be entitled to retain conditions that may be more generous than those stated within this document where such agreement is confirmed in writing by the parties at the time the employee becomes subject to these terms and conditions.

10.0 CLASSIFICATIONS

10.1 Registered Nurse

Means a qualified nurse operating in accordance with the Nursing Council Code of Conduct, who takes a leadership function over health care assistants while rostered on shift, as well as the duties set out in their job description.

10.2 Enrolled Nurse

Means a person subject to the Nursing Council Code of Conduct and works under a registered nurse, providing guidance and support to health care assistants and other duties that are set out in their job description

10.3 Health Care Assistants

Means an assistant to the nursing team whose work primarily involves providing care and support services under the direction and supervision of a registered nurse and who performs the duties set out in their job description.

10.4 Divisional Therapist Assistants

Means an Employee whose primary objective is to create and implementing stimulating programs that are meaningful, enjoyable and promotes dignity and independence for residents, through completing the duties set out in their job description.

11.0 DEFINITIONS

11.1 Employees may be engaged as either full time, part time, casual or fixed term.

11.2 “**Full time Employees**” are those Employees who are employed as permanent Employees to work a guaranteed minimum of 32 hours or more per week over the roster cycle, as detailed in their individual letter of appointment (pursuant to s61).

11.3 “**Part time Employees**” are those Employees who are employed as permanent Employees to work a guaranteed minimum of less than 32 hours per week over the roster cycle, as detailed in their individual letter of appointment (pursuant to s61).

11.4 “**Casual Employee**” means an Employee who is engaged to work on an as needed, short term, irregular basis and who has no entitlement to any guaranteed minimum number of hours to be worked in any period. There is no obligation on the part of the casual employee to accept work offered.

The employer acknowledges that casual employees may be considered as having become permanent in circumstances where a regular pattern of work develops over a three (3) month period and there becomes a mutual expectation of employment continuity.

11.5 A “**Fixed term Employee**” is an Employee who is engaged for a specified period of employment e.g. x months from y date to z date or for a specific event or for a specified project. Fixed Term Employment Agreements will only be used to cover specific situations of a temporary nature such as:

To fill a position where the incumbent is on leave [sabbatical, parental, etc.] or where there is a project/task for a finite duration.

- 11.6** “**The Agreement**” means this document and any agreed attachments.
- 11.7** “**The Employer**” means Hillview Trust Incorporated
- 11.8** “**The Union**” means New Zealand Nurses Union and E tū Inc.
- 11.9** **Relevant Daily Pay (“RDP”)** is the method used for calculating payment for a public holiday, an alternative holiday, sick leave, bereavement leave or EREL.

RDP means the amount of pay that the employee would have received if they had worked on the day concerned, and includes productivity or incentive-based payments and overtime would such payments have applied had the employee worked.

- 11.10** **Average Daily Pay (“ADP”)** can be used for the calculation of annual leave and is also an alternative method used for calculating payment for a public holiday, an alternative holiday, sick leave, bereavement leave or EREL only where it is not possible for the employer to determine the employee’s RDP.

ADP must be calculated in accordance with the following formula: a/b where—

- (a) “a” is the employee’s gross earnings for the 52 calendar weeks before the end of the pay period immediately before the calculation is made
- (b) “b” is the number of whole or part days during which the employee earned those gross earnings, including any day on which the employee was on a paid holiday or paid leave; but excluding any other day on which the employee did not actually work.

- 11.11** “**Employee**” means any person employed by Hillview Trust Incorporated
- 11.12** “**Pay Period**” refers to the 14 day period from midnight Sunday to midnight on the Sunday 14 days later (including any shift commenced before midnight on the final Sunday of the pay period unless the shift coincides with a Public Holiday).
- 11.13** “**Night Shift**” means a duty rostered and commenced after 10.00pm on one day and concluded on or before 7.30am the next day.
- 11.14** “**Ad hoc Shifts**” refers to any shifts which are required due to unpredictable circumstances after the roster has been posted. Ad hoc shifts which are offered and which an employee agrees to work can only be cancelled according to c.21.9.
- 11.15** “**Normal Rate**” means the hourly rate of pay set out in Wages Schedule.
- 11.16** “**Letter of Employment**” means the document signed by the Employer and the Employee setting out the individual terms of that Employee’s employment pursuant to s 61 of the ERA to be read in conjunction with this CA.
- 11.17** “**Roster**” means the pre-arranged schedule of work hours covering each two week period.

12.0 DUTIES

The duties of the positions within the coverage of this Agreement are set out in the job description. These duties may be modified or updated by the Employer from time to time following consultation with the affected employees. The Employee agrees to perform all other reasonable duties and to comply with reasonable instructions issued by the Employer provided that the Employee shall not be directed to work in an area or position outside of their skills, competencies or qualifications.

13.0 NEW WORKERS

An employee becoming subject to this agreement who may be on a s67 Probationary Period as a condition of their offer of employment at the time of becoming covered by these terms and conditions shall continue to be subject to the terms and conditions of the probationary period until its expiry date.

14.0 VACANCIES

Any vacancies falling within the coverage scope of this agreement shall be advertised internally however this shall not prevent the right of the employer to also seek and consider external applications

UNION SPECIFIC PROVISIONS

15.0 RECOGNITION OF UNION DELEGATES

- 15.1** On notification from the Union the Employer will recognise delegates and their roles. Such recognition will include allowing delegates to represent the Union and its members on matters of interest, welfare of employees, recruitment of members, disputes, grievances and matters relating to the administration and application of the collective agreement.
- 15.2** Such recognition also means allowing delegates to attend onsite and offsite Union meetings and activities including Union education (in accordance with the provisions of the Employment Relations Act). The employer will not unreasonably decline a request for delegates to take paid or unpaid leave (as agreed) in order to participate in union activities.
- 15.3** E tū and New Zealand Nurses Union delegates are allowed reasonable paid time to undertake union activities on their worksite. The delegates can simply notify the employer at the time, although the Employer may be able to decline the request if it will unreasonably disrupt the business or the performance of the employee's duties.
- 15.4** The Employer will also reasonably make resources such as union notice boards available within the workplace.
- 15.5** Absence from the delegates place of work during normal work time must be pre arranged with adequate notice and pre approved by the delegates work area supervisor who will ensure that the Employer's business is not unduly disrupted, such approval will not unreasonably be withheld.

16.0 WORKING TOGETHER

- 16.1** A successful business is the result of teamwork; people working together in a spirit of partnership. Hillview is committed to promote harmony ensuring that consultation and cooperation are the basis for relationships amongst all people in the business.
- 16.2** Union delegates will be allowed paid time to meet together prior to meeting with management in order to discuss issues of concern to the members.
- 16.3** Such meetings shall occur where it is jointly agreed that a meeting is necessary – where any issues cannot be resolved prior.

17.0 UNION LEAVE

- 17.1** The Employer shall grant paid employment relations education leave to eligible Employees based on the formulae set out in Part 7 of the Employment Relations Act 2000.

Full-time equivalent employees as at 1 March in each calendar year this CA applies	Maximum number of days of employment relations education leave that union entitled to allocate
1-5	3
6-50	5
51-280	1 day for every 8 full-time equivalent union members or part of that number
281 or more	35 days plus 5 days for every 100 full-time equivalent union members or part of that number that exceeds 280

- 17.2** The parties agree that only union members are eligible to participate in employment relations education provided by their union.
- 17.3** Calculation of the employment relations education leave entitlement per year is based on the number of FTE eligible Employees as at the start date of the collective i.e. any union member who works 30 hours or more per week = 1 FTE, any union member Employee who works less than 30 hours per week = 0.5 FTE.
- 17.4** As of the 31st March each year the Unions party to the Agreement shall notify the Employer of the:
- (a)** Maximum number of employment relations education leave days, and
 - (b)** Details of the calculation
- 17.5** Employees who have been allocated employment relations education leave by the Unions party to the Agreement shall advise the Employer as soon as possible and not later than 14 days before the first day of such leave.

17.6 The Employer shall not refuse an eligible Employee taking employment relations education leave unless taking the leave on the dates notified would unreasonably disturb the Employer's business and no alternative cover is available.

18.0 ACCESS TO THE WORKPLACE

18.1 Right of access will be exercised in a spirit of good will, having regard to the sensitivities of the business, the needs of the patients, patients' families, other staff and management and the provisions outlined within The Employment Relations Act 2000 and its amendments.

18.2 The Union's authorised representative shall be entitled to enter at all reasonable times upon the premises, after notifying the manager, to speak with any employee but not so as to interfere with or disrupt the employer's business. At such times the authorised representative must observe all usual site visitor protocols and the employer's health, safety requirements and the right to privacy and peaceful enjoyment of the residents.

19.0 UNION MEETINGS

19.1 The Employer will allow every union member to attend two (2) paid union meetings to a maximum of four (4) hours duration in each calendar year. Such meetings shall be provided pursuant to s26 of the Employment Relations Act 2000 with no meeting exceeding two (2) hours in duration.

19.2 The union will give the Employer at least 14 days' notice of the date and time of any meeting to which subclause 5.1 applies.

19.3 The union will make such arrangements with the Employer as may be necessary to ensure that essential services are maintained during any union meeting. Where alternative cover is not available then an arrangement for sufficient union members to remain available during the meeting will be made for this purpose.

19.4 Work will resume as soon as possible after any meeting, but the Employer will not be obliged to pay any Employee for a period of greater than two hours in respect of any meeting.

19.5 Only union members who attended the meeting and stop work to do so will be entitled to pay. The union will supply the Employer with a list of members who attended the meeting.

19.6 Other meetings

(a) In order to facilitate positive employment relationships and practices, the employer and delegates or relevant union official may agree to paid time for meetings of union members outside of (and in addition to) those provided by the Employment Relations Act.

(b) Such meetings may be for the purposes of collecting feedback and/or information from members regarding employer proposed or agreed changes to various workplace practices or otherwise.

(c) Additionally, the employer will provide sufficient paid time for claims meetings, report back meetings, and ratification meetings around collective bargaining provided that union delegates and/or official/s provide adequate notice and allow for

reasonable arrangements for resident care and operations to continue without unreasonable disruption.

20.0 DEDUCTION OF UNION FEES

- 20.1** The Employer shall deduct union fees on a fortnightly basis from the wages of Employees who are members of the union party to this Agreement and who have authorised such deductions in writing.
- 20.2** The Employer shall remit such deductions to the union fortnightly along with a list of Employees for whom deductions have been made.

21.0 PLACE OF WORK

- 21.1** The parties agree that the Employee shall perform their duties at the Employer's Premises in Te Kuiti and or, with the agreement of the Employee, at any other reasonable location.

22.0 HOURS OF WORK

- 22.1** It is the intention of the employer to provide certainty of hours, as well as to maximize core hours where possible and sustainable. The minimum guaranteed core hours of work will be no less than 32 hours per week for full-time employees. For part-time employees, minimum guaranteed core hours will be less than 32 hours per week over the roster cycle. Guaranteed core hours for all permanent and fixed term employees shall be agreed, recorded in writing and a copy provided to the Employee. Any variations to minimum guaranteed core hours will be agreed by both parties and confirmed in writing.
- 22.2 Non-Rostered Roles**
Non-rostered roles will generally operate between 7.00am and 7.00pm, Monday to Friday each week
- 22.3 Rostered Roles**
Both parties acknowledge that the nature of the Employer's business is such that shifts covering a 24-hour, seven day period are required. The Employee may be employed to work fixed set shifts or on a fixed rotating roster by agreement which will be recorded in writing along with the minimum guaranteed hours (as per the previous clause) and amended as agreed with the employee. Rosters will be posted at least 14 days in advance and placed in an accessible position on the premises; and will show shifts consistent with Employees' individual letters and any additional hours/shifts agreed to be worked.
- 22.4** No Employee will be required to work more than six (6) consecutive days without the Employee's agreement. All practical steps will be taken to ensure that fulltime Employees will normally work consecutive shifts and have two (2) consecutive days off.
- 22.5** The nature of the Employer's operations and in particular fluctuations in occupancy can make additional hours available temporarily which are not able to be offered on a permanent basis. The fact that an Employee may from time to time be rostered (with agreement) to work additional hours or for longer hours than specified in that Employee's agreement or arranged with that Employee at the commencement of their employment shall not of itself constitute evidence of a permanent variation in the terms of that agreement.

- 22.6** A minimum of eight (8) hours will separate rostered shifts, with the exception of split shifts undertaken between 7.00am and 10.00pm where a shorter period may separate the shifts.
- 22.7** Where occupancy is such that any of the parties wishes to undertake a review of the effectiveness/efficiency of the roster, the parties will consult with each other and the potentially affected Employees to determine, in the first instance, mutually acceptable arrangements in response to the rise or fall in occupancy levels of the effectiveness/efficiency of the Care Home.

23.0 ROSTERS

23.1 Rosters shall be established and operated as per Schedule 1 of this agreement.

23.2 Individual Member Matters (Individual Terms)

23.2.1 Where an employee who is a member of the Union has concern, or wishes to make a change, to their individual work arrangements (i.e. hours/days of work) the member shall in the first instance bring this to the employers' attention in writing. The employer will either respond to the member in writing confirming acceptance of the change or a proposed resolution to the concern or, where this cannot be resolved through immediate written correspondence, the employer will seek to meet with the member to discuss the concern/requested change. In all instances where the employer is to meet with an individual member the member shall be entitled to have a support person or representative present. No change to the members individual terms and conditions shall become binding and enforceable upon the employer or the employee unless agreed in writing.

23.2.2 The parties agree that, where any concern or request is unable to be resolved the member, the member may then seek the assistance of the Union Representative to seek assistance in achieving and agreeable resolution.

23.2.3 The above process shall not seek to disrupt any current operational processes associated with short term shift swaps.

24.0 REST AND MEAL BREAKS

24.1 The Employee will be entitled to the following rest and meal breaks: If the Employee works:

Six (6) hours shift	one 30 min unpaid break and one (1) fifteen-minute paid break
Seven ½ hour shift	one 30 min unpaid break and two (2) fifteen-minute paid breaks

24.2 If more than an eight (8) hour period is worked, these requirements automatically extend to cover the additional hours on the same basis. The timing of rest and meal breaks will be as rostered to meet the operational needs of the business, but where reasonable and practicable will be spread evenly throughout the work period.

24.3 The exception to this provision is that if the Employee is on the "night" shift, [i.e. a shift commencing after 10.00pm and finishing after 4.00am] and is required by the Employer not to leave the premises and/or sleep during meal breaks the Employee will be entitled to a paid meal break of 30 minutes during the shift in place of the unpaid meal break specified above.

24.4 The Employer shall provide tea, coffee, milk and sugar for rest and meal breaks with no charge to the Employees.

25.0 STAFF MEETINGS

- 25.1** As part of employees' guaranteed hours of work, employees may be required to attend fortnightly or monthly staff meetings. Where the meeting occurs during the employees rostered hours of work the employee will be paid for their attendance at the meeting. Where a meeting is scheduled outside of an employee's rostered hours of work, there is no requirement for the employee to attend. Any employee electing to attend a meeting outside of their ordinary hours of work shall not be entitled to claim payment for such attendance unless agreed on a case by case basis by the employer.
- 25.2** Where changes to a meeting time are necessary, employees will be notified at least two (2) days in advance with them not then being required to attend the meeting should the rescheduled meeting fall outside the employee's normal rostered hours.

26.0 REMUNERATION (WAGES, PROGRESSION AND QUALIFICATIONS)

- 26.1** The Employee will be paid at the agreed hourly rate which shall not be less than the rates specified in this document. This hourly rate shall be payable for all hours worked by the Employee, except as may be otherwise provided by this Agreement.
- 26.2** Remuneration shall be paid fortnightly, direct credited into a bank account nominated by the Employee.
- 26.3 Pay Equity Settlement rates for Health Care Assistants and Diversional Therapy Assistants**

Level	Qualification or service	1 July 2019 Year ¾	1 July 2021 Year 5
1	L0 or <3 years service	\$20.50	\$21.50
2	L2* or 3+ years service	\$21.50	\$23.00
3	L3* or 8+ years service	\$23.00	\$25.00
4a	Reaches 12+ years service after 1 July 2017 with no L4*	\$24.50	\$26.00
4	L4* or 12+ years service on 1 July 2017	\$25.50	\$27.00

**"Qualifications" are those recognised by NZQA or equivalent for the purposes of the Pay Equity Settlement.*

Level 4a (see above) applies to existing employees who reach 12+ years' service AFTER 1st July 2017, who DO NOT have a Level 4 qualification.

- 26.3.1** "Service" only applies to those already employed at 1 July 2017 and is continuous employment with the current employer including service recognised as continuous for the

purposes of transferring workers. For clarity those care and support workers employed after 1 July 2017 will enter and progress through the pay scale on the basis of qualifications only and will not progress based on service.

26.3.2 Union members can be placed on a higher step on the scale on a case by case basis.

26.4 Pay Rate Progression for Existing Care and Support Workers

26.4.1 All existing care and support workers on 1 July 2017 will enter the pay scale on the basis of either service or qualifications, whichever gives them the higher pay rate.

26.4.2 Progression through the pay scale following 1 July 2017 will occur immediately when a worker passes a service step or attains the applicable qualification as set out below:

- (a) Progression to Level 2 will be on achieving the Level 2 qualification or after the completion of 3 years current continuous service.
- (b) Progression to Level 3 will be on achieving the Level 3 qualification, or after 8 years current continuous service.
- (c) Progression to Level 4 will be on the achieving the Level 4 qualification.
- (d) Progression to level 4b will be on reaching 12 years services but have not yet achieved a level 4 qualification.

26.5 Pay Rate Progression for Care and Support Workers employed after 1 July 2017

- (a) Progression to Level 2 will be on achieving the Level 2 qualification.
- (b) Progression to Level 3 will be on the achieving the Level 3 qualification.
- (c) Progression to Level 4 will be on the achieving the Level 4 qualification.
- (d) (Level 4a does not apply to staff employed after 1 July 2017).

26.6 Employer to Ensure Care and Support Workers are able to gain qualifications

26.6.1 The employer must take all reasonably practicable steps to ensure workers attain the following NZQA equivalent qualifications within the following maximum time periods:

- (a) Level 2 Certificate – within 12 months of commencement of employment
- (b) Level 3 Certificate – within 3 years of commencement of employment
- (c) Level 4 Certificate – within 6 years of commencement of employment

NOTE: For employees who have reached the maximum time periods on or within 12 months of 1 July 2017 the employer will ensure they have the opportunity and support to attain the qualifications as a priority and within reasonable timeframes as agreed with the union.

26.6.2 Where the employer has not taken all reasonably practicable steps for employees to attain the qualifications within the time frames specified above (or with reasonable timeframes for existing staff as agreed with the union) as intended in the care and support workers (pay equity) settlement act and settlement agreement the employee is entitled to take a personal grievance for unjustified disadvantage.

NZQA Employer Support for training for workers covered under clause 26.3 includes but is not limited to:

- (a) Paying for hook-on, registration and course fees.

- (b) Provide without charge to the worker training support and paid time for workbooks to be completed which includes paid classroom time each year as required to attain the relevant qualification. (these can accumulate if not used each year).
- (c) Access to an assessor as required.
- (d) Support the election and training of peer support workers or learning representatives to help care and support workers complete qualifications and allow reasonable work time for the peer support workers and learning reps to carry out this role.
- (e) Maintain a record for every care and support worker in their employment, accessible to a union representative, that sets out the care or support workers qualification development.

26.7 Registered Nurse

Years of Service	Minimum Hourly Rate
0-1 year	\$27.00
1-2 years	\$27.75
2-3 years	\$28.50

26.8 Enrolled Nurse

Minimum Hourly Rate
\$26.00

**26.9 Non-clinical categories of Employment
Cleaners, Laundry and Kitchen Assistants**

Minimum Hourly Rate
\$20.00

Cook

Minimum Hourly Rate
\$20.00

- 26.9.1** Progression through the scales above occurs when the employee completes the relevant service required. They will move to the next step in the pay scale (s) the first pay day following their relevant anniversary date and the increase will be backdated to that date.

Where any employee works additional hours in a position that is at a lower level/pay rate than their actual position, the employee shall be paid at the rate of that position of those hours (i.e. HCA undertaking a Cleaner role).

26.10 Overtime and Penal Rates

Overtime All hours worked in excess of (8) hours in anyone day or 80 hours between Monday and Sunday in any fortnight shall be paid at the employees' ordinary rate of pay.

26.10.1 Weekends

An employee member required to work between the hours of 11pm Friday and 11 pm Sunday shall be paid the following weekend allowance.

26.10.2 Night Shift - 11 pm to 7 am

Registered Nurses	\$8 per shift
Health Care Assistants	\$3.80 per shift

26.11 Professional Development – For Registered and Enrolled Nurses Only

26.11.1 The Employer shall grant access to professional development of 32 hours per calendar year for permanent full-time employees (pro-rated to no less than 12 hours per calendar year for part time employees). This leave is inclusive of all training requirements. Prior approval of the employer must be obtained.

26.11.2 Professional development leave will be granted at the ordinary rate and shall not accumulate from one year to the next. The Employer will pay the course fees of Bupa agreed training courses for all staff.

26.11.3 Any claim for expenses including course fees or course-related expenses must be approved in advance and will be considered on a case by case basis. The employer acknowledges a commitment to supporting the continued safe practice of its workforce and to supporting opportunities for the development of knowledge and skills which will benefit the patient, organization effectiveness and workforce. The employer provides access to PDRP programmes for Employees.

26.11.4 Staff working on preparing a portfolio, obtaining or maintaining skill levels associated with the Professional Development and Recognition Programme are entitled to additional leave in order to undertake research or study associated with meeting the PDRP requirements as follows:

26.11.5 Level:

- Proficient 1 day p.a.
- Expert/Accomplished 2 days p.a.

In recognition of the importance of increasing the number of expert/accomplished and proficient nurses, an employee who reaches the following levels will be entitled to have their hourly rate of pay reviewed.

All RNs and ENs will be able to progress within the pathway, with all RNs and ENs required to demonstrate competent level of practice. Achievement of proficient and expert (RNs) and proficient and accomplished (ENs) is voluntary.

7.0 PAYMENT OF WAGES

27.1 Unless otherwise stated in an employee's appointment letter, payment will be fortnightly, no later than the Thursday following the end of a pay period, by direct credit to the employee's nominated bank account. However, when a statutory holiday falls on the scheduled payday, payment will be made the preceding day. The employer will use best endeavours to ensure payslips are available for employees no later than the Thursday following the end of a pay period.

27.2 If an error occurs in the calculation of the wage of an Employee which results in

underpayment of that Employee, the deficit shall be paid to that Employee no later than two working days after the Employee brings the matter to the attention of the Employer.

27.3 Deductions may be made from wages for work time lost through the Employee's sickness (other than as provided for in this Agreement), accident, default, leave without pay, or for any other debt or money owing to the Employer following agreement with the employee.

27.4 At termination of employment, the Employee's final pay will be calculated, pursuant to statutory requirements, by including any outstanding wages/salary, holidays and allowances, less any holidays paid in advance, taxation and/or ACC Employee contributions due on any of the above, and any other authorised deductions.

The Employee's final pay will be paid in the normal pay period, applicable to the Employee, following termination of employment.

27.5 Deductions may be made from the Employee's wages/salary and/or final pay in accordance with the Wages Protection Act 1983 and subsequent amendments, and in the following circumstances:

(a) Where applicable, for time lost by sickness, accident, the Employee's default or for leave without pay;

(b) By agreement between the parties;

(c) As otherwise provided for in this Agreement; or the general rules and policies of the Employer; or by legislation;

(d) From final pay for any unreturned protective clothing, uniforms, equipment, or any other property, or any debt (reasonably) believed by the Employer to be owing to the Employer.

27.6 By signing the Agreement the Employee consents to the Employer withholding any final payment equal to the value of any debt where such debt is in dispute, until such time as the dispute is resolved. The Employee agrees to not withdraw such consent.

28.0 OVERPAYMENT OF WAGES

28.1 Pursuant to the provisions of the Wages Protection Act 1983 in the event of an overpayment of wages, the Employer may recover the amount of overpayment provided the Worker is given written notification within 72 hours of the intention to recover the overpayment, the amount to be recovered and full explanation of the reasons for the overpayment.

28.2 Where a deduction is not agreed be taken from the 'next pay' as per the Act, the parties shall agree a deduction payment schedule to enable to Employer to recover the full amount of the overpayment within a reasonable timeframe and to enable the worker a reasonable ability to budget for such deductions.

28.3 However, notwithstanding the above, and after consulting with the employee, the employer may be entitled to make a deduction from the employee's final pay, including any annual leave owing, for any outstanding debt reasonably believed to be owing to the employer or may withhold a portion of the final pay equal to the value of the outstanding debt until the matter is resolved.

29.0 ANNUAL LEAVE

- 29.1** The Employee is entitled to four (4) weeks annual leave on the completion of each year of current continuous service from date of commencement, in accordance with the Holidays Act 2003.
- 29.2** Annual leave shall be taken at a mutually agreed time, with consideration given to the operational requirements of the Employer's business and the Employee's circumstances. In the absence of such agreement or in order to prevent accumulation, the Employer may require the Employee to take his or her annual holidays provided genuine efforts have been made to agree to an annual leave plan with the employee and no less than 14 days' notice is given.
- 29.3** The Employee is encouraged to take annual leave in the year of entitlement however where agreed with the employer, employees may carry over annual leave into the following year.
- 29.4** Pursuant to Holidays Act 2003 the Employer may allow an Employee to take an agreed portion of the Employee's annual holiday entitlement in advance.
- 29.5** An Employee taking anticipated leave under Clause [23.4](#) and who leaves their employment prior to entitlement of annual holidays shall repay on termination any excess monies paid above the entitlement.
- 29.6** The Employer agrees that the taking of leave is essential for the rest and recreation needs of all Employees. Therefore, the Employer will not accept requests from Employees for the Employer to pay out one week of the four (4) week annual leave entitlement unless the Employee establishes exceptional circumstances require them to have one (1) week of their annual leave entitlement paid out.
- 29.7** Annual Leave and lieu day requests will be responded to within a maximum of five (5) working days, and staff are expected to put in their request for Annual Leave at least 14 days' in advance wherever practical.

30.0 PUBLIC HOLIDAYS

- 30.1** Pursuant to the Holidays Act 2003 Employees will be granted the following eleven days as holidays if the holidays fall on days that would otherwise be working days for the Employee:
- New Year's Day
 - Second of January
 - ANZAC day
 - Waitangi day
 - Good Friday
 - Easter Monday
 - Sovereign's Birthday
 - Labour Day
 - Christmas Day
 - Boxing Day
 - Provincial Anniversary Day
- 30.2** Due to the need to maintain its service to residents, the Employer shall be entitled to require Employees to work on a statutory holiday in accordance with their agreed guaranteed hours.

- 30.3** Where an Employee rostered to work on a public holiday wishes to have the day off, they must seek a suitable replacement to work their shift for them and, subject to management approval, the Employee who subsequently works shall be paid the entitlements allocated with that day, with the originally rostered Employee being deemed to be on an unpaid day off work.
- 30.4** Where such a day is worked, Employees shall be paid at one and one half time their hourly rate for the time so worked; and the Employee shall also receive an alternative paid holiday at a later date, the timing of which is to be determined by agreement between the Employer and the Employee or in the absence of agreement according to the Holidays Act 2003.
- 30.5** Should any Christmas, ANZAC, Waitangi and New Year holidays fall on Saturdays or Sundays in any particular year, such holidays shall be observed in accordance with section 45 and section 45A of the Holidays Act 2003. NOTE: This prescribes whether the holiday will be observed on the actual day, be it Saturday or Sunday, or transferred to the next Monday or Tuesday depending on whether the actual day is a normal working day for the Employee.
- 30.6** All other public holidays are celebrated on the day on which they fall.

31.0 SICK LEAVE

Non-clinical Employees	For each 12 month period from the 6 month anniversary date	5 days paid sick leave
Clinical Employees	For each 12 month period from the 6 month anniversary date	10 days paid sick leave

NOTE: New Employee's may be entitled to use up to three (3) days of their annual sick leave in the first six (6) months of employment where they provide a medical certificate at their own expense.

- 31.1** Sick leave may be taken where an Employee is:
- (a) Sick or injured,
 - (b) If their spouse/partner is sick or injured, or
 - (c) If a dependent for whom they provide care is sick or injured.
- 31.2** The Employee may carry over unused sick leave into the next period of entitlement up to a 30 day cap.
- 31.3** Where an Employee has used their sick leave entitlement they may use annual leave or lieu days, up to a maximum of 5 days per annum (collectively), to cover that sick leave. In exceptional circumstances additional annual leave to cover sick leave may be approved upon request.
- 31.4** If an Employee wishes to take sick leave, he/she will give the Employer as much prior notice as practicable.
- 31.5** The Employer may require a medical certificate from the Employee where the sickness is for three or more consecutive calendar days' duration, whether working days or not.

- 31.6** Pursuant to the Holidays Act the Employer may require proof of sickness or injury within 3 consecutive calendar days if the Employer:
- (a)** Has reasonable grounds to suspect that the sick leave being taken by the Employee is not genuine because none of the grounds in section 65[1] are met; and
 - (b)** Informs the Employee, as early as possible after forming the suspicion that the sick leave being taken is not genuine, that the proof is required; and
 - (c)** Agrees to meet the Employee's reasonable expenses in obtaining the proof.
- 31.7** Where an Employee demonstrates a pattern of short-term absences of sick leave, the Employer may review that Employee's absences. Where the performance of the Employee in relation to sick leave is unsatisfactory, the Employer may require a medical certificate stating the justification for the absence.

32.0 FAMILY VIOLENCE

- 31.8** Family violence may impact on an employee's attendance or performance at work. Family violence shall be as defined by s2 of the Family Violence Act 1995.
- 31.9** The (employer) will support staff experiencing family violence. This support includes:
- (a)** For those experiencing family violence, up to 10 days of paid leave in any calendar year to be used for medical appointments, legal proceedings and other activities related to family violence. This leave is in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
 - (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 work arrangements.
- 31.10** An Employee who supports a person experiencing family violence may take family leave to accompany them to court, to hospital, or to mind children.
- 31.11** All personal information concerning family violence will be kept confidential and will not be kept on the employee's personnel file without their agreement.
- 31.12** Proof of family violence may be requested and can be in the agreed form of a document from the Police, a health professional or a family violence support service.

33.0 BEREAVEMENT LEAVE / TANGIHANGA

- 33.1** Employees are eligible for bereavement leave from commencement of employment. The entitlements are those outlined in the Holidays Act 2003.

33.2 All Employees shall on the death of their spouse/partner, parent, step-parent, child, step child, brother, sister, grandparent, grandchild or spouse's parent be entitled to three days' bereavement leave.

33.3 One day's bereavement leave is available in other cases where the Employer accepts, in accordance with the Holidays Act, that the Employee has:

(a) Suffered bereavement by close association between the Employee and the deceased person or,

(b) Significant responsibility for all funeral arrangements or,

(c) Cultural responsibilities in relation to the death.

33.4 Employees will also be allowed paid time off to attend the funeral of any residents in which they have formed a close relationship provided adequate cover can be arranged.

35.0 PARENTAL LEAVE

In particular, circumstances, the Employee may be entitled to:

The Parental Leave & Employment Protection Act 1987 - "Unpaid" Parental leave;

Because the conditions of eligibility for the entitlements are each complicated, they have not been detailed in this Agreement. However, as soon as the Employee becomes aware of their need to seek leave under any of these provisions, they must discuss this with the Employer.

36.0 JURY SERVICE

36.1 The parties to this Agreement agree that considering the nature of the business, should an Employee be called for jury service, both parties may agree to jointly make application to the Court for leave from jury service.

36.2 An Employee called for jury service shall advise the Employer as soon as practicable so that options can be discussed.

36.3 If however leave of the Court is not granted, the Employee shall be granted paid jury service leave of up to a maximum of 5 days.

36.4 The Employee shall return to work at any time they are not required by the Court during their normal shifts.

36.5 Where an Employee receives payment from the Court for Jury Service duties, the Employee shall pass the payment received for the first 5 days to the Employer excluding reimbursements such as parking and childcare. However, should the payment received exceed the amount that the Employee is paid by the Employer for that period of time, then the Employee may retain the difference.

37.0 LEAVE WITHOUT PAY

Where an employee wishes to take leave without pay this must be applied for and approved in accordance with the same principles as apply to the taking of annual leave. In such case,

any request for leave without paid will be assessed on the merit of the application on a case by case basis.

38.0 TRAINING

- 38.1** Where the Employer requires the Worker to attend work related training during the worker's guaranteed hours, the Employer shall pay the reasonable costs of such training, including (where applicable) travel time, accommodation and meals.
- 38.2** The Employer will ensure that training is provided during normal paid working hours with the worker being paid their relative daily pay for attendance. Excessive travel requirements associated with attendance at a training course will be reimbursed.
- 38.3** The parties may agree to other training arrangements on a case-by-case basis. Where applicable, the details of any agreed arrangement will be recorded in writing, and signed by the parties.
- 38.4** The Worker acknowledges and accepts their responsibility to participate in required training during their guaranteed hours and where applicable, and to implement the training outcomes within their role responsibilities in a manner that enhances the business of the Employer.

39.0 LICENCES AND QUALIFICATIONS

- 39.1** It is each Employee's responsibility to obtain and maintain all licenses and qualifying certificates that entitle him or her to legally practice his or her profession with the Employer.
- 39.2** Should an Employee lose any such qualification or license that is required to carry out any part of his or her designated duties, the Employer has the right to review the Employee's employment with the Employer.

The Employer shall pay or shall reimburse the costs of the annual Practicing Certificate for Registered and Enrolled Nurses.

40.0 EMPLOYEE PROTECTION PROVISION

- 40.1** The Employment Relations Amendment Act (No2) 2004 provides protection for the Employee if the Employer's business is restructured.
- 40.2** For the purpose of this provision, restructuring means the sale, transfer or contracting out, of part or all of the Employer's business but does not include:
- (a)** The sale or transfer of Employer shares; or
 - (b)** Any contract, arrangement, sale or transfer entered into, made or concluded while the Employer is adjudged bankrupt or in receivership or liquidation; and
 - (c)** The termination of an arrangement/contract under which the Employer carried out work on behalf of another person.
- 40.3** As soon as is reasonably practicable taking into consideration the commercial requirements of the business, the Employer shall:
- (a)** Commence negotiations with the new Employer about the restructuring to the extent that it relates to the Employer's Employee(s); and

- (b) Negotiate with the new Employer whether the Employee(s) will transfer or not to the new Employer; and
- (c) If so, whether they will do so on the same terms and conditions.

Where the Employee is either not required by the new Employer; or chooses not to transfer to the new Employer, then the Redundancy clause in this Employment Agreement shall apply.

41.0 REDUNDANCY

- 41.1** Redundancy is a situation where the Employee's position is surplus to the requirements of the Employer's business or a restructure of the business as a result of changes in the business operations.
- 41.2** In the event the Employer considers that the Employee's position could be affected by redundancy, prior to making a decision, the Employer shall:
 - (a) Consult with the Employee regarding the possibility of redundancy; and
 - (b) Provide the Employee with sufficient information and time to allow understanding and meaningful consultation; and
 - (c) Seek and consider the views of the affected Employee; and
 - (d) Consider whether there are any alternatives to redundancy, such as redeployment.
- 41.3** In the event the Employee's employment is to be terminated by reason of redundancy, the Employee, where practicable, shall receive the following notice:
 - (a) Less than 1 years' service 1 weeks' notice
 - (b) Greater than 1 years' service 2 weeks' notice
- 41.4** The Employer reserves the right to make payment in lieu of all or any part of the notice period. This notice is in substitution for, and not in addition to, the notice period set out in the Termination clause.
- 41.5** Where the Employee is given notice, he/she is obliged to work out the notice period, except where the Employee obtains alternative employment that requires a commencement date earlier than the expiry of the notice period. In such circumstances, the Employer may agree to waive any or all of the notice period however the Employee shall not be entitled to payment for any unworked period of notice.
- 41.6** No other redundancy compensation shall be payable.

42.0 TERMINATION OF EMPLOYMENT

- 42.1** Except as provided in this clause, this Agreement may be terminated as follows:
 - (a) In the case of Registered Nurses, by either party giving four (4) weeks written notice
 - (b) In the case of all other roles, by either party giving four (4) weeks written notice
 - (c) In the case of casual Employees by either party giving one (1) day's written notice
 - (d) Or a shorter period by agreement
- 42.2** The relevant period of notice may be reduced by written agreement between the Employer

and Employee.

- 42.3** Where the full notice is not given, the employee shall only be entitled to payment up to the last day physically worked.
- 42.4** The Employer may terminate the Agreement without notice, in the case of substantiated serious misconduct following due process.
- 42.5** The Employer may elect to pay the Employee wages in lieu of all or part of the notice period. Where this is done, this shall not constitute dismissal.

43.0 ABANDONMENT OF EMPLOYMENT

Except in the case of casual Employees, where an Employee absents themselves from work for a continuous period of three rostered shifts without the consent of the Employer, and without proper notification to the Employer and without good cause, the Employee shall be deemed to have terminated their employment without notice.

44.0 TERMINATION ON HEALTH GROUNDS

- 44.1** Where the Employer believes that the Employee is unable to perform the full duties of his/her position in an efficient manner, that will ensure the continued health, safety and wellbeing of the residents and Employees, by reason of mental or physical disability then the Employer may terminate employment on health grounds.
- 44.2** Before taking action under this clause the Employer shall be entitled to require the Employee to undergo, at the Employer's expense, a medical examination by an appropriate registered medical practitioner agreed to by the employee from a list nominated by the Employer.
- 44.3** The Employee agrees that the relevant results of such examination shall be made available to the Employer by the Employee.
- 44.4** The decision to terminate will only be made in the event the employee will not recover to be able to fulfil the duties of their position (or a suitable alternative) in a timeframe that the Employer is able to reasonably be expected to provide cover for.
- 44.5** The employer will work with the Employee and the Union about possible arrangements for cover and recognizes the severe impact termination has on an employee and their family especially where the employee is undergoing rehabilitation.
- 44.6** Where the employee's employment is terminated as a result of an injury or illness suffered in the course of the employee's employment the parties may agree on reasonable compensation to assist the employees' transition into alternative employment.

45.0 KIWISAVER

- 45.1** KiwiSaver is a voluntary, long-term savings initiative set up under the KiwiSaver Act 2006 and the Employer shall contribute in accordance with the applicable legislation.
- 45.2** An eligible new Worker is automatically enrolled in KiwiSaver and can apply for an exemption from the scheme between the first day of employment and day 56 from their start date. The

Employer will provide an existing Worker with information on KiwiSaver within 7 days of a request from the Worker. The Inland Revenue Department (0800 5494 8283) can provide information on the application of the scheme.

46.0 SUSPENSION

- 46.1** In the event that the Employer wishes to investigate any alleged serious misconduct, it may only suspend the Employee whilst the investigation and or disciplinary process is carried out in the event they pose a direct threat to the health and safety of another person or will unreasonably impede the investigation.
- 46.2** Suspension will be on full pay. The union must be consulted prior to the suspension of a worker or agreement sought regarding the ceasing of payment to a worker while on a period of suspension. The union shall not unreasonably withhold agreement.

47.0 DISCIPLINARY

The following procedures will apply in situations where the Worker's performance, and/or conduct are in question.

- 47.1** The Worker must be advised in writing of:
- (a)** His/her right of assistance and/or representation at any stage; and
 - (b)** The specific matters/allegations causing concern; and
 - (c)** The seriousness of the situation; and
 - (d)** The likely outcome should a breach of performance and/or conduct standards be proven; and
 - (e)** All relevant information (including but not limited to all evidence, records, policy, documentation, employment practices, etc.) that the employer may reference in determining the level of disciplinary action, if any.
- 47.2** The Employer will give the Worker a reasonable opportunity to respond to the matters/allegations at a meeting convened for this purpose. The worker and their representative/s of choice will be given reasonable opportunity to prepare on paid time and any meetings scheduled around the reasonable availability of those attending. If necessary the meeting will be adjourned to allow further investigations into the matters/allegations and/or to allow the Employer a reasonable opportunity to consider any explanation or evidence provided by the Worker.
- 47.3** If, in the opinion of the Employer, the situation warrants it, the Worker may be suspended on pay (pursuant to clause 25 pending the resolution of the matter(s) causing concern. In such instance the Employer will invite the Worker and their representative to a meeting in writing propose suspension and outline the reasons why it believes suspension is appropriate. The Employer will take into consideration any views expressed by the Worker and his/her representative in making its' decision. The Union will be consulted in relation to any situation involving the potential suspension of a worker.
- 47.4** For any meetings, either investigatory or disciplinary, the employer will afford the employee reasonable opportunity to seek representation and to prepare.

The Employer, having conducted a full and fair investigation into the matters/allegations,

may reconvene a meeting with the Worker and their representative of choice to make the findings of the investigation known should such a meeting be necessary.

47.5 Where the Employer is satisfied that no further investigation or consideration is necessary, the Worker will be advised of its preliminary decision. Possible outcomes include: no further action being taken; a letter of expectations; a letter requesting the employee to attend a disciplinary meeting.

47.6 In such case the Worker and their representative will be allowed a reasonable opportunity to make further representations to the Employer before the Employer's decision is finalised.

For matters of misconduct, progressive disciplinary action will be followed in order to correct behaviour and will start at the lowest level and progress only if substantially similar misconduct occurs within 6 months or less. If no substantially similar misconduct occurs within this timeframe, the employee's record will be expunged.

For matters which constitute serious misconduct, the breadth of outcomes are available, after full and fair investigation, due process and consideration.

47.7 Where the Employer decides to issue a formal written warning for misconduct or for a breach of performance standards, this shall be issued in accordance with the Employer Conduct Policy.

47.8 A written warning shall set out:

- (a) The details of the issue(s)/complaint;
- (b) The corrective action(s) required to remedy the situation;
- (c) The timeframe in which the improvement is sought and support made available for the employee to do so; and,
- (d) The likely outcome if there is a further breach, and/or failure to meet the conduct/performance requirements as advised.

47.9 Any action under this clause will be recorded in writing and the Worker will receive a copy.

48.0 MISCONDUCT/ SERIOUS MISCONDUCT

48.1 The Employer may, after due process, provide employees with written warnings for misconduct of dismiss the Worker without notice for serious misconduct.

48.2 For the avoidance of confusion the following acts listed are examples of actions that may contravene an employee's conditions of employment and may result in disciplinary action being taken. Continued contravention or serious instances of these behaviours may, after due process, result in dismissal.

48.3 Misconduct

- Unauthorised or excessive absenteeism (unless for genuine use of sick leave)
- Lateness or poor timekeeping
- Unauthorised absence from your place of work during rostered hours
- Failure to complete assigned duties
- Failure to safeguard the Employer's property
- Unacceptable behaviour toward Residents/Visitors or other staff

- Exhibiting negative behaviour toward the needs of Residents, other Staff and the general public
- Smoking/vaping outside of authorized areas or outside of approved rest/meal breaks or while in breach of the Smoke free provisions of this Agreement
- Negligent use of Employer time and property
- Unsatisfactory work performance
- Failing to report a work-related accident/incident
- Failure to comply with house rules, policies or lawful and reasonable instructions
- Failing to follow policy and procedure while on another work-related site
- Insubordination, threatening or abusive behaviour
- Damage to property belonging to the Employer, a Resident, Contractors or other Staff members
- Careless or indifference performance of duties
- A Breach of confidentiality
- Providing false and misleading information during the course of employment
- Breach of the Employer's or Clients Health and Safety policy/practices/procedures
- Not complying with all instructions from the Employer relating to the security of the Employer's premises.
- Bringing or potentially bringing the Employer's name into disrepute, or any other business associate of the Employer.
- Sleeping on the job
- Dishonesty of any kind
- Deliberate and repeated unauthorized possession and/or use of property belonging to the Employer, a Resident, Contractor or other Staff.
- Unauthorised use on Employer property of any type of item which the Employer may consider as a dangerous weapon.
- Consuming, transferring, using or being under the influence of drugs/ alcohol, non-prescribed, illegal drugs or stimulants (including legal highs), while in the work environment (including that of Resident) or while present on the premises for any other reason unless authorised (eg, alcohol at/for a Employer function)
- Deliberate falsification for personal gain of time sheets or any other employment/Employer related documents, including application for employment forms
- Discrimination and/or harassment toward other staff, Residents and Contractors
- Breach of Nursing Council Code of Conduct

48.4 A serious breach of the Misconduct examples above maybe deemed to amount to Serious Misconduct.

49.0 RESOLUTION OF EMPLOYMENT PROBLEMS

49.1 In order for the employment relationship to be as successful as possible, it is important that the Employer and Employees deal effectively with any problems that may arise.

49.2 This procedure sets out information on how problems can be raised and worked through:

49.3 What is an employment relationship problem?

(a) It can be anything that harms or may harm the employment relationship, other than problems relating to negotiating the terms and conditions of employment.

(b) 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 or Employee organisation).

- (c) A dispute (relating to the interpretation, application or operation of the employment Agreement).
- (d) Any other problem relating to or arising out of an Employee's employment relationship with the Employer except matters relating to the fixing of new terms and conditions of employment.

49.4 Clarify the problem

- (a) If either the Employer or the Employee feels that there may be a problem in their employment relationship, the first step is to check the facts and make sure there really is a problem, and not simply a misunderstanding.
- (b) An Employee may want to discuss a situation with someone else to clarify whether a problem exists, but in doing so the Employee should take care to respect the privacy of other Employees and managers, and to protect confidential information belonging to the Employer. For example, the Employee could seek information from:
 - i. The Employee's delegate / union, a lawyer, a community law centre or an employment relations consultant.
 - ii. Friends and family
 - iii. The Ministry of Business, Innovation and Employment Labour Group on 0800 800 863 or on its website at www.mbie.govt.nz pamphlets/fact sheets from the Ministry of Business, Innovation and Employment Labour Group.

49.5 Discuss the problem

- (a) If either the Employer or Employee believes that there is a problem, it should be raised as soon as possible. This can be done in writing or orally provided the Employee feels comfortable doing so. An Employee should ordinarily raise the problem with their direct manager. Otherwise the problem can be raised with another appropriate manager. A meeting will usually then be arranged where the problem can be discussed. The Employee should feel free to bring a support person with them to the meeting if they wish.
- (b) The Employer and Employee will then try to establish the facts of the problem and discuss possible solutions.

49.6 The next step

49.6.1 If the Employer and Employee are not able to resolve the problem by talking to each other, they each have a number of options:

- (a) They can contact the Ministry of Business, Innovation and Employment Labour Group, which can provide information and/or refer them to mediation.
- (b) They can take part in mediation provided by the Ministry of Business, Innovation and Employment Labour Group (or they can agree to get their own mediator, Mediation will normally be confidential).
- (c) If they reach agreement, a mediator provided by the Ministry of Business, Innovation and Employment Labour Group can sign the agreed settlement, which will be binding

on the Employer and Employee.

- (d) They can both agree to have the mediator provided by the Ministry of Business, Innovation and Employment Labour Group, decide their problem for them, in which case that decision will be binding on them. If mediation does not resolve the problem, either the Employer or the Employee can refer the problem to the Employment Relations Authority for investigation
- (e) The Authority can direct the Employer and Employee to mediation, or can investigate the problem and issue a determination.
- (f) If either the Employer or the Employee is not happy with the Authority's determination, they can refer the problem to the Employment Court (The Court may also tell them to go back and have more mediation).
- (g) In limited cases, there is a right to appeal a decision of the Employment Court to the Court of Appeal.

49.7 Personal Grievances

- (a) If the problem is a personal grievance, then the Employee must raise it within 90 days of when the incidents that give rise to the grievance occur or come to the Employee's attention. A personal grievance can only be raised outside this timeframe with the agreement of the Employer, or in exceptional circumstances.

49.8 Grievance rights

- (a) The parties agree that no Employee shall be dismissed or disciplined without a reasonable opportunity to have their views considered.

50.0 ACCIDENT REPORTING AND INSURANCE

50.1 All accidents/injuries, and irresponsible conduct endangering the safety of the Employee or any other person, which occur, arising out of, or in the course of employment, shall be reported to the Employer by the Employee as soon as practicable after the accident/incident occurs.

50.2 The following information as required by the Health and Safety at Work Act 2015 shall be given:

- (a) The date, time and location of the accident/incident;
- (b) The activity in which the Employee was engaged at the time the accident/incident occurred;
- (c) The general nature of any injuries suffered; and,
- (d) The names of any other people in the vicinity of the accident/incident who may have witnessed what took place.

50.3 An Employee must notify the Employer within one working day of lodging any claim with the Accident Compensation Corporation ("ACC"), unless this is not possible due to the Employee's injuries or the circumstances of the accident.

50.4 The Employee shall provide the Employer with copies of all relevant forms, documentary evidence and medical certificates relating to the Employee's ACC claim, rehabilitation and continued eligibility for compensation. This information to be provided is in addition to what

may be required elsewhere in this Agreement.

51.0 HEALTH AND SAFETY

- 51.1** The Employer will take all practicable steps to ensure a safe and healthy work environment for all Employees. The Employee shall comply with all reasonable directions regarding health and safety in the workplace and shall operate all equipment with reasonable care. The Employee shall also take reasonable care of his/her own safety and not cause any harm to others when carrying out his/her own duties under this Agreement.
- 51.2** The Employer shall ensure that any Employee engaged in handling dangerous goods or chemicals, including but not limited to flammable materials, is provided with the appropriate protective/safety equipment.
- 51.3** The Employee shall comply with all reasonable directions regarding the safe use of all tools, machinery, protective clothing, equipment, and chemicals. All equipment shall be left in a safe manner so as not to cause damage to either: work, workplaces, machinery or other persons.
- 51.4** It is strictly against the rules of the workplace to interfere with, or make inoperative, any safety equipment or guards.
- 51.5** The Employee shall be required to notify the Employer immediately if they have suffered injury as a result of a work place accident / incident, or immediately on the morning of the next working day if they have obtained medical assistance over night as a result of a workplace accident in which an injury was not immediately identified. The Employee must, at the time of reporting the accident/incident accurately complete all internal Accident Reporting documents. Where any Employee completes a claim form for any work related accident with the ACC or an appropriate ACC-related Insurance Employer, they should provide the Employer with a copy of any relevant documents.
- (a) Work Related Accident:** Where the Employer accepts the claim of the injury being the result of a work place accident/incident the Employer shall pay the first seven (7) calendar days of the Employees remuneration prior to on-going payments being paid by ACC, in accordance with applicable legislation.
- (b) Non-Related Work Accident:** If it is a non-work related accident all leave taken in relation to the accident will be recorded as sick leave. If the Employee has no entitlement, then it is taken as unpaid leave.
- 51.6** The Employer shall have grounds to challenge the claim of a work related injury, or withhold payment to the Employee, where the Employee has failed to complete the required accident/injury reporting documentation without sufficient justification.
- 51.7** The Employee shall observe and comply with the Non-Smoking Policies, and Health & Safety Policies of the Employer and/or the Employer's clients.
- 51.8 Personal Protective Equipment (PPE)**
Any safety equipment provided by the Employer must be used by the Employee, applicable to the task being undertaken. Any damage to or loss of safety equipment is to be reported to the Employer immediately. Where the Employee fails to comply with the particular PPE

requirements for any task being undertaken in his/her employment, this will result in the Employee being stood down until compliance is met.

51.9 Employees shall be provided with applicable PPE relevant to the role that they are employed within and key tasks and duties they are required to complete.

51.10 PPE items issued to Employees will be replaced on production of the worn-out article/item.

Where an Employee ceases employment any PPE issued to the Employee shall remain the property of the Employer, but the Employer may at their sole discretion agree for the Employee to keep such PPE or make a deduction equal to the prorated value of the items since the date of last issue.

52.0 ALTERNATIVE DUTIES

Where the Employee is, due to sickness or injury, unable to perform the duties of the position, the Employer in consultation with the Employee, and / or ACC where appropriate, may require the Employee to perform reasonable alternative duties taking into account the advice of medical experts. Equally requests by the employee for alternative duties will be given proper consideration.

53.0 DRUG TESTING -Non-Prescribed Drugs, Stimulants and Alcohol / Testing

- (a)** Under the Health and Safety at Work Act 2015, the Employer has a legal duty to ensure the safety of Employees while at work. It is the view of the Employer that any use of non-prescribed drugs, stimulants (including legal highs) and alcohol by an Employee, either before or during work hours, is a workplace hazard, not only for the Employee, but also for any other person in the workplace. Accordingly, the Employer reserves the right to request the Employee to submit to testing for non-prescribed drugs, stimulants and alcohol where the use of such is reasonably suspected.
- (b)** If we suspect, on reasonable grounds, that you are working under the influence of drugs or alcohol. Reasonable grounds for testing can be established if an employee's behaviour, actions or conduct suggest that the employee may be under the influence of drugs and/or alcohol. As such the employee may be required to undergo a drug or alcohol test on reasonable grounds, including where the Employee is involved in a workplace accident.
- (c)** Random testing may be conducted on anyone employed or engaged by the Employer in safety sensitive areas. Please note that random test selection means that some employees may not be picked to be tested at all, some employees may be tested once, and other employees may be tested more than once. The selection process for random testing will be completed by an independent authorised service provider.
- (d)** In the instance of a workplace accident, the Employer reserves the right to require the Employee involved to submit to testing for non-prescribed drugs, stimulants and alcohol where the use of such is reasonably suspected.
- (e)** A refusal to submit to testing pursuant to (b) and (c) above may constitute Serious Misconduct and may result in disciplinary action.

53.2 Prescribed Drugs

It is the Employee's responsibility to inform their Employer, prior to commencing work and during the course of their employment, if they are taking or required to take medication that may impair their ability to fulfil the duties and responsibilities of their role.

54.0 BULLYING/HARRASSMENT

54.1 All Employees have the right to work without fear or concern of being harassed or bullied based on age, marital status, gender, religion, ethnic or national origin, ethical belief, colour or race, employment status, disability, sexual orientation, political opinion, family status, or membership of an employee organisation.

54.2 All bullying and harassment incidents will be treated seriously, and formally investigated if appropriate/required. Where bullying or harassment of any kind is established, and it constitutes a breach of the expected conduct, and counselling, mediation and/or disciplinary action, after due process, will be taken as appropriate.

54.3 Where bullying or harassment is alleged of management, employee/s and their representatives will escalate the matter to the Hillview Trust Board directly for investigation.

54.4 Bullying

54.4.1 Workplace bullying is repeated, unwanted and unwarranted behaviour that a person finds offensive, intimidating or humiliating and has a detrimental effect upon a person's dignity, safety and well-being. Examples are, but not limited to:

- Being repeatedly humiliated or ridiculed
- Repeated insulting or offensive remarks
- Persistent criticism of work (other than constructive performance management)
- Threats of violence or abuse
- Repeated reminders of mistakes
- Being repeatedly ignored or excluded
- Repeated intimidating behaviour
- Excessive monitoring of work
- Having important information withheld repeatedly (that is necessary to be able to do your job/work)
- Being exposed to an unmanageable workload
- Gossip or rumours
- Treating other occupational groups as inferior

54.5 The person being accused of bullying another/others has the right to be made aware of the behaviour that is causing concern in order to seek support to correct the problematic behaviour before the matter is escalated.

54.6 Harassment

54.6.1 Harassment can be defined as any unwelcome comment, conduct or gesture that is insulting, intimidating, humiliating, malicious, degrading or offensive. It might be repeated or an isolated incident, but it is so significant that it adversely affects someone's performance, contribution or work environment. It can include physical, degrading or threatening behaviour, abuse of power, isolation, discrimination, sexual and / or racial harassment. Harassment is behaviour that is unwanted by the recipient even if the recipient does not tell the harasser that the behaviour is unwanted.

54.6.2 Harassment can take place between:

- A staff member and a manager
- Co-workers
- A worker and a resident
- A worker and another person in the workplace

55.0 SMOKE-FREE WORK ENVIRONMENT

The Employer promotes a smoke-free work environment. Smoking, including vaping, on the Employer's premises is not permitted on any area of the Employer's property, including within work vehicles. A breach of this provision may, after due process, result in disciplinary action. An Employee is not to smoke/vape in public at any time while wearing any item of Hillview branded clothing.

56.0 SECURITY

The Employer reserves the right to install video surveillance equipment (including CCTV equipment) within the workplace (excluding toilets and changing rooms).

57.0 AMENITIES

- 57.1** The Employer shall provide secure storage for Employees' personal belongings.
- 57.2** Where lockers are made available no Employee shall be required to share a locker with another Employee working on the same shift unless mutually agreed.
- 57.3** The Employer may make a charge for keys lost by an Employee.
- 57.4** Secure storage so provided shall be cleared by an Employee at the completion of the shift.
- 57.5** The Employees shall comply with the Smoke Free Environments Act.

58.0 UNIFORMS

The employer will provide employees with up to two (2) tops per year, with these being replaced on a fair wear and tear basis by the employer.

59.0 VEHICLE AND EQUIPMENT

- 59.1** By signing this agreement, where the Worker uses a motor vehicle(s) either belonging to the Employer, or on behalf of the Employer, he/she agrees that such use shall be used in accordance with the Employer's Motor Vehicle Policy. Where applicable to the position and specified in the worker's s61 letter of employment, the Worker understands and accepts that his/her employment is directly linked to maintaining a current driver's licence.
- 59.2** The Worker shall be responsible for the protection and care of all the Employer's equipment at all times when they are in his/her possession.
- 59.3** The Worker shall return any equipment belonging to the Employer, forthwith upon termination.

- 59.4** Driver's Licence – If required to drive the Employer vehicles the Employee must advise the Employer immediately if there are any changes to the status of their license.
- 59.5** The Worker is not authorised to operate machinery or equipment that he/she has not been trained to use, and/or that they are not licensed/certified to use.
- 59.6** The Employer may at their sole discretion, choose to install GPS tracking units within the Employer's motor vehicles for the gathering of management data and for safety and security reasons.

60.0 PHONES

Cellular telephones issued to the Workers shall be used primarily for business calls, except where discretionary private use is provided. The Employer reserves the right to be reimbursed in full each month for all private phone calls /texts, and the worker's reserve the right to be reimbursed in full each month for all work phone calls/texts on their personal devices.

61.0 EMPLOYER'S PROPERTY

- 61.1** On or before the date of termination of an Employee's employment, the Employee agrees to return all of the Employer's property in his or her possession.
- 61.2** Where an Employee fails or refuses for any reason to return the Employer's property in his or her possession, the Employee agrees that a debt is owed to the Employer and agrees to work with the Employer to determine an appropriate residual value of any outstanding property, which will then be deducted from the Employee's final pay.

62.0 CONFIDENTIALITY

- 62.1** As part of his / her normal duties, the Employees will have access to confidential information concerning the Employer. This information may include, but is not limited to, business information, trade secrets, transaction details, business, Employee or client records, and other confidential information relating to the Employer, Employees or clients.
- 62.2** An Employee is not permitted to make improper use of, divulge or communicate confidential information to any person either during the term of this Agreement or at any time after the termination of this Agreement.
- 62.3** The Employer notes that in exceptional circumstances Employees may be permitted to disclose what would otherwise be confidential information e.g. where the law permits this – Protected Disclosure Act, Health & Safety in Employment Act, Health & Disability proceedings. The parties to this Agreement agree that an Employee is best to seek advice from their Union, HR Consultant or other representative prior to making any such disclosure.

63.0 SECONDARY EMPLOYMENT

- 63.1** The Employee will consult with the Employer regarding any Secondary Employment they wish to undertake while employed under this agreement. To avoid doubt, "secondary employment" is not limited to employment, but also includes contracting, self-employment, and volunteering.

63.2 The Employer may withhold approval if it considers the nature of the secondary employment to be undertaken by the employee is in conflict with the role that they are employed within, or with the nature of the employers business or where the undertaking of such secondary employment may negatively impact on the ability of the employee to undertake **their** contractual duties and responsibilities under this agreement.

63.3 The Employer's consent for the employee to undertake secondary employment shall not be unreasonably withheld

64.0 MEDIA AND PUBLIC RELATIONS

64.1 The Employee is not authorised to speak to the media on behalf of the Employer or make any statements to the media concerning the Employer's business, unless with the express permission of the Employer. Any enquiries from the media concerning any matter are to be referred without comment to the Employer.

64.2 Aside from the Employee's obligation to diligently and appropriately represent the Employer in the course of his/her legitimate duties, the Employee must not represent or attempt to represent the Employer beyond this general capacity, unless expressly authorised by the Employer.

65.0 INTERNET AND EMAIL

65.1 Accessing or storing of objectionable materials on the Employer's systems will be deemed Serious Misconduct and may lead to termination of employment.

65.2 The use of social media sites to post remarks or comments that may disparage the Employer or any other Employee or clients of the Employer, or otherwise bring the Employer's name into disrepute will be deemed as Serious Misconduct.

65.3 Where the Employee uses computer systems either belonging to the Employer, or on behalf of the Employer, then such use shall be used in accordance with the Employer's Computer Systems Policy.

66.0 HOUSE RULES AND GENERAL POLICIES

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

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

67.0 PERFORMANCE REVIEWS

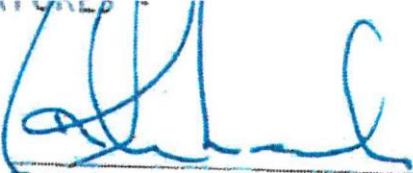
67.1 The Employee's performance may be reviewed on a yearly basis and other such times as required. The performance review will take into account the Employee's position description, set performance measures (where applicable), and any other employment related matters. The Employee shall receive no less than seven (7) days' notice of a

performance review meeting. The Employee agrees to participate fully in any review.

67.2 Where the Employee's position, terms of employment or performance measures, is/are altered, then the details will be recorded and agreed in writing with the Employee.

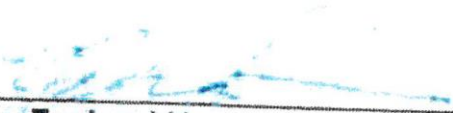
67.3 Performance measures may be developed and/or altered in consultation with the Employee and reviewed as necessary/appropriate or as otherwise agreed by the parties.

68.0 SIGNATURES -

For:  Raymond Wheel
8 Jan 2021
E tū, Inc. as the Union

Date

For:


New Zealand Nurses Union as the Union

Date

13/05/2021

For:


Hillview Trust Incorporated as the Employer

Date

24 June 2021

SCHEDULE 1

ROSTERS

ROSTER HOURS

Registered Nurse							
		Shift	Area	Weekdays	Total hrs	From	To
RN Shift 1	RN HW 1AM	Morning	Hospital Wing	Monday to Friday	8 hrs	0645 hrs	1515 hrs
RN Shift 2	RN HW 2AM	Morning	Hospital Wing	Saturday and Sunday	8.5 hrs	0645 hrs	1515 hrs
RN Shift 3	RN EW AM	Morning	East Wing	7 Days	8 hrs	0730 hrs	1300 hrs
RN Shift 3A	RN PM SS					1500 hrs	1730 hrs
RN Shift 5	RN PM	PM		7 Days	8.5 hrs	1445 hrs	2315 hrs
RN Shift 6	RN NIGHT	Night		7 Days	8.5 hrs	2245 hrs	0715 hrs

Health Care Assistant							
		Shift	Area	Weekdays	Total hrs	From	To
HCA Shift 7	HCA HW1 AM	Morning	Hospital Wing 1	7 Days	7.75 hrs	0645 hrs	1500 hrs
HCA Shift 8	HCA HW2 AM	Morning	Hospital Wing 2	7 Days	7 hrs	0645 hrs	1415 hrs
HCA Shift 7	HCA WW1 AM	Morning	West Wing 1	7 Days	7.75 hrs	0645 hrs	1500 hrs
HCA Shift 8	HCA WW2 AM	Morning	West Wing 2	7 Days	7 hrs	0645 hrs	1415 hrs
HCA Shift 7	HCA EW1 AM	Morning	East Wing 1	7 Days	7.75 hrs	0645 hrs	1500 hrs
HCA Shift 9	HCA EW2 AM	Morning	East Wing 2	7 Days	6.25 hrs	0645 hrs	1330 hrs
HCA Shift 10	HCA BW AM	Morning	Barlow Wing	7 Days	5.75 hrs	0645 hrs	1300 hrs
HCA Shift 10	HCA HaW AM	Morning	Harrion Wing	7 Days	5.75 hrs	0645 hrs	1300 hrs
HCA Shift 11	HCA WW1 PM	PM	West Wing 1	7 Days	7.75 hrs	1445 hrs	2300 hrs
HCA Shift 12	HCA WW2 PM	PM	West Wing 2	7 Days	6.25 hrs	1445 hrs	2130 hrs
HCA Shift 11	HCA EW 1 PM	PM	East Wing 1	7 Days	7.75 hrs	1445 hrs	2300 hrs
HCA Shift 14	HCA EW 2 PM	PM	East Wing 2	7 Days	6.50 hrs	1400 hrs	2100 hrs
HCA Shift 15	HCA WW NIGHT	Night	West Wing	7 Days	8 hrs	2245 hrs	0700 hrs
HCA Shift 15	HCA EW NIGHT	Night	East Wing	7 Days	8 hrs	2245 hrs	0700 hrs

Kitchen							
		Shift	Area	Weekdays	Total Hrs	From	To
K Shift 16	K AM 1	Morning	Kitchen	Monday to Friday	8 hrs	0600 hrs	1430 hrs
K Shift 17	K AM 2	Morning	Kitchen	Saturday and Sunday	7.5 hrs	0600 hrs	1400hrs
K Shift 18	K AM 3	Morning	Kitchen	7 Days	5 hrs	0700 hrs	1230 hrs
K Shift 19	K AM 4	Morning	Kitchen	Monday to Friday	7 hrs	0630 hrs	1400 hrs
K Shift 20	K AM 5	Morning	Kitchen	Saturday and Sunday	6 hrs	0630 hrs	1300 hrs
K Shift 21	K PM 1	PM	Kitchen	7 Days	5.5 hrs	1430 hrs	2030 hrs
K Shift 22	K PM 2	PM	Kitchen	7 Days	6 hrs	1230 hrs	1900 hrs

Laundry							
		Shift	Area	Weekdays	Total Hrs	From	To
L Shift 23	L AM 1	Morning	Laundry	6 days	6 hrs	0630 hrs	1300 hrs
L Shift 24	L AM 2	Morning	Laundry	6 days	7 hrs	0600 hrs	1330 hrs

Cleaning							
		Shift	Area	Weekdays	Total Hrs	From	To
C Shift 25	CL AM 1	Morning	Cleaning	7 days	6 hrs	0630 hrs	1300 hrs

Maintenance							
		Shift	Area	Weekdays	Total Hrs	From	To
M Shift 26	M AM 1	Morning	Maintenance	5 days	6.5 hrs	0700 hrs	1400 hrs

Admin							
		Shift	Area	Weekdays	Total Hrs	From	To
ADM Shift 27	Admin 1			5 days	8 hrs	0830 hrs	1700 hrs
ADM Shift 28	Admin 2			3 days	8 hrs	0830 hrs	1700 hrs
ADM Shift 29	Admin 3			5 days	8 hrs	0800 hrs	1630 hrs
ADM Shift 30	Admin 4			5 days	5.5 hrs	0900 hrs	1500 hrs

Diversional Therapist							
		Shift	Area	Weekdays	Total Hrs	From	To
DT Shift 31	DT 1		Lounge	5 days	8 hrs	0900 hrs	1730 hrs
DT Shift 32	DT 2		Lounge	2 days	8 hrs	0900hrs	1730 hrs