



2020 – 2021

Howick Baptist Healthcare Ltd
Collective Agreement

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Part One – Introduction

1. Parties

This collective agreement is made pursuant to the Employment Relations Act 2000 and shall only bind and be enforceable by:

- a. Howick Baptist Healthcare Limited; and
- b. New Zealand Nurses Organisation (Union).

2. Coverage

This collective agreement shall cover all employees employed at Howick Baptist Healthcare Limited's facility primarily located at 139 Union Road, Howick as Registered Nurses, Enrolled Nurses, HCA's and support workers (physio assistants and OT assistants) and domestic services for residents.

It shall not cover the Chief Executive, Rest Home and Hospitals Managers.

Any employee of Howick Baptist Healthcare Limited whose work comes within this coverage clause and who becomes a member of the New Zealand Nurses Organisation shall be a subsequent party to this collective agreement, and the terms and conditions contained in the agreement shall be binding on and enforceable by that employee.

3. Term

This agreement shall be deemed to have come into force from 1 July 2020 and shall expire on 30 June 2021. The new pay rates are effective from the first pay period starting in July 2020.

4. Variation

Where the parties to this agreement agree, this agreement may be varied in writing.

Any changes to this agreement can only be made with the written agreement of both the employer and the union parties

5. General Duties of the Parties

Howick Baptist Healthcare Limited will meet all obligations it has to employees subject always to the terms of this agreement. Howick Baptist Healthcare Limited shall retain the authority to organise the staff and the work according to the needs of the facilities and terms of the relevant job description.

Employees covered by this agreement will fulfil their responsibilities under this employment agreement and act in the best interests of Howick Baptist Healthcare Limited including respect for and observance of any relevant job description, policies and rules of Howick Baptist Healthcare Limited

Howick Baptist Healthcare Limited shall not divulge or communicate any confidential information relating to employees other than to a person lawfully authorised to receive such information.

Employees shall not divulge or communicate any confidential information of Howick Baptist Healthcare Limited or connections of Howick Baptist Healthcare Limited, or of persons in the Howick Baptist Healthcare Limited's care, except to such persons or agencies lawfully entitled to receive such information.

Union: _____

Employer: _____

Part Two – Hours of Work

6. Hours of Work

Hours of employment for respective employees shall be determined by Howick Baptist Healthcare Limited in accordance with the following provisions:

- a. HBH operates 24 hours a day, 365 days per year. The standard working week is a 5 day 40 hour week. The full ordinary hours shall not exceed 40 hours in one week or 80 hours in a fortnight. This shall be worked in patterns of no more than 5 periods in one week or as otherwise agreed with the employee. Employees are not required to work beyond their permanent shifts. Where Employees have agreed to work additional shifts and those shifts have been published as part of the roster, those hours become the employees agreed hours for that roster period only.
- b. Ordinary hours shall be continuous except for the periods of refresh and meal breaks and should be worked within a span of 8.5 hours from commencement.
- c. Wherever practicable rostered days off shall be consecutive.
- d. Rosters will be published and available for employees 14 days prior to the commencement of the roster. Once posted, rosters will not be changed without the agreement of the employees concerned.
- e. Rostered ordinary duties shall be separated by a period of at least eight consecutive hours.
- f. SHIFT CANCELLATION: This clause only applies to any additional shifts beyond the employee's permanent or contracted shifts which the employee agrees to work due to circumstances which have arisen after the roster has been published and only in the following circumstances:
 - i. Cover for sick leave or bereavement leave absence where the staff member returns and the cover is no longer needed; or
 - ii. Cover for a clinical event and/or emergency event such as an outbreak, pandemic, or natural disaster where staffing levels are fluctuating and difficult to predict.
 - iii. If an employee has been offered and accepted work on a shift, then Howick Baptist Healthcare may give the employee reasonable notice – at least 24 hours before their shift starts if they are no longer required to work that shift. If Howick Baptist Healthcare does not give this notice, but notifies the employee at least 2 hours before the shift starts, the Employee will receive reasonable compensation of 75% pay of the rostered hours for the cancelled shift. If Howick Baptist Healthcare cancels the shift without telling the employee before the start of the shift, or cuts the shift short, the employee will be paid as if they had worked the entire shift.

7. Meals & Rest Breaks

The timing of the rest and meal breaks are to be mutually agreed between the parties where possible while allowing for work to proceed with minimum interruption.

The Employer shall provide tea, coffee, milk and sugar for breaks. Employees are entitled to breaks in accordance with the below table.

<i>Time Period</i>	<i>Break</i>
Up to 4 hours	one 10-minute paid rest break
Up to 6 hours	one 10-minute paid rest break; and one 30-minute unpaid meal break
Up to 10 hours	two 10-minute paid rest breaks; and one 30-minute unpaid meal break
Up to 12 hours	three 10-minute paid rest breaks; and one 30-minute unpaid meal break
Up to 14 hours	two 10-minute paid rest breaks; and two 30-minute unpaid meal break

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

Where an employee cannot be released for an uninterrupted meal break they shall be entitled to consume a meal during paid duty hours but shall remain responsible for matters requiring immediate attention.

8. Time-Keeping

Employees will maintain such time recording systems as provided by Howick Baptist Healthcare Limited as may be necessary to accurately record hours worked and absences.

An employee who knows they are to be unavoidably late or absent must notify their manager or a supervisor prior to the start of their rostered commencement time. An employee who becomes unavoidably late or will be absent must notify their manager or a supervisor as soon as practicable.

9. Classification of Employees

“Permanent employees” are those employees who are engaged to work a minimum number of guaranteed hours per week or per fortnight.

“Casual Employees” are employees who are employed as required and not on a regular basis and are paid pro rata the full-time wage. There is no obligation on the part of the casual employee to accept employment.

In the case of casual employees, a minimum payment of two hours for each day of engagement will be available.

Part Three – Remuneration

10. Payment of Wages

Wages will be paid fortnightly and credited to an account in the name of the employee in the week immediately following the end of the pay period.

Employees will be provided with a wages' slip detailing the calculations of their earnings and deductions made.

Employees final pay will be paid in the pay run immediately following their last day of employment.

The payment of final wages on resignation is subject to the employee returning all keys, uniform and equipment items in their possession supplied by Howick Baptist Healthcare Limited.

11. Rates of Wages & Allowances

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

12. Night Duty Allowance

Where an employee's whole ordinary duty falls within the hours of 9.00pm on one day and 8.00am the following day night duty allowance specified in Appendix 1 shall be paid.

13. Overtime & Overtime Rates

All time worked at the request of the employer beyond the greater of either 8 hours a day or the end of a rostered shift shall be paid at the overtime rate. Overtime rates will also be paid for time worked in excess of 40 hours in any one week.

An employee may request that additional hours in excess of the above limits or ordinary hours be available to them and if agreed these additional hours shall be paid at ordinary rate without overtime penalty. Overtime rates will only be paid when overtime is worked at the request of Howick Baptist Healthcare.

Overtime will be calculated on a daily basis.

Overtime will be paid at the rate of time and one half for the first three hours and double time thereafter.

No overtime shall arise out of an agreement made between individual workers. All interchange of duties shall be subject to approval by the management.

14. Deductions from Wages

Deductions may be made from the wages due to an employee for time lost through sickness, accident, absence, default or incorrect overpayment. In the case of incorrect overpayment, the employee will be consulted beforehand as to the amount and intended method of recovery.

The employee and employer may agree in writing that deductions for any purpose may be made.

Notwithstanding the provisions of Clause 14a, Howick Baptist Healthcare Limited may deduct from final wages the residual value of unreturned company property including uniform items.

For the purpose of calculating the value of unreturned items at termination, the initial value shall be reduced by 1/12th for each complete month which has elapsed since time of issue to account for fair wear and tear.

Part Four – Leave Provisions

The leave provisions provided for in this agreement are exclusively for permanent employees and fixed term employees who are engaged for six months or longer. All other employees will have their leave provided for in accordance with Holidays Act 2003

15. Public Holidays

Because of the nature of our business, the Employee may be required to work on public holidays at various times.

Eleven public holidays shall be allowed, provided they fall on a day that would otherwise have been a working day for the Employee. Recognised public holidays are:

Christmas Day	Boxing Day	New years Day
2nd January	Waitangi Day	Good Friday
Easter Monday	ANZAC Day	Queen's Birthday
Labour Day	Anniversary Day	

Where the Employee is required to work on a public holiday that would otherwise be a working day for the Employee, they shall be paid at 1.5 of their base rate. They shall also receive an alternative holiday; refer to Taking of Alternative Holidays clause of this agreement.

Where the Employee is not required to work on a public holiday and the day would otherwise be a working day for the Employee, they shall be paid their relevant daily pay for that day.

If Waitangi Day and/or ANZAC Day falls on a Saturday or a Sunday, and the day would otherwise be a working day for the Employee, the public holiday will be treated as falling on that day. However, if the day falls on a Saturday or a Sunday, and the day would not otherwise be a working day for the Employee, the public holiday will be treated as falling on the following Monday.

The Employee should note that where they are required or has agreed to work on a public holiday but does not work on the day because they:

- a. become or remain sick or injured; or
- b. has a spouse or dependent who becomes or remains sick or injured; or
- c. suffers a bereavement,

they will not be entitled to time and a half payment, nor an alternative holiday. The day will still be considered a public holiday, and the Employee's entitlement to sick leave will not be affected.

Public holidays shall be observed on the day in which they fall, being midnight to midnight, except for when a shift spans midnight. Where a shift spans midnight the public holiday will be observed in the 24-hour period commencing the midday immediately before.

16. Taking of Alternative Holiday

Where an employee works on a public holiday, an alternative holiday may be taken on a day that would otherwise be a working day for the Employee, but not on a public holiday. The day chosen must be by mutual agreement between the parties. If the Employee and the Employer cannot agree when the

alternative holiday is to be taken, it must be taken on a date determined, on a reasonable basis, by the Employer. The Employer will give at least 14 days' notice of the requirement to take the alternative holiday.

17. Annual Leave

An annual leave shall be allowed in accordance with the Holidays Act 2003, which currently provides for 4 weeks annual leave for permanent employees.

In accordance with the Holidays Act 2003, Casual employees and fixed term employees of less than 12 months will not be entitled to annual leave, however will be entitled to holiday pay.

Annual holidays shall be allowed at a time that has regard for the employee's needs for rest and recreation and is suitable to the work requirements of Howick Baptist Healthcare Limited.

Employees who have entitlements to annual leave greater than as provided for in this agreement as at the date of it coming into effect shall not have their current entitlements reduced while continuing in their current employment.

18. Sick Leave

Upon commencement of employment with Howick Baptist Healthcare, an employee who is unable to work because of sickness shall be entitled to five days paid for each 12 months of current continuous service.

Howick Baptist Healthcare Limited may require the employee to produce a medical certificate for a period of absence of three calendar days or more (Note: the 3 days includes intervening days that may be rostered off) and further certificates (at not more frequent intervals than weekly) in the case of extended illness. Howick Baptist Healthcare Limited may require the employee to produce a medical certificate within 3 days absence at Howick Baptist Healthcare Limited's expense.

The employee shall advise Howick Baptist Healthcare Limited before he/she is due to start or as soon as practicable of inability to work because of sickness.

Howick Baptist Healthcare Limited may, at its discretion, approve up to 5 days additional leave on pay in any one year.

The criteria to be applied in the granting of such additional leave shall be:

- a. approval to be given by a senior representative of management;
- b. will apply if an employee is sent home ill;
- c. will apply if a doctor's certificate verifies the illness;
- d. in all other approved cases.

Favourable consideration will be given to discretionary leave for up to 2 days, where:

- a. Management has announced an outbreak of a notifiable disease that requires anyone who has contracted the disease to be isolated until well; and
- b. The Employee was well before the outbreak was announced; and
- c. The employee provides a medical certificate confirming they have contracted the disease.

It is important to note that paid discretionary sick leave remains at the discretion of the employer and will be considered on a case by case basis.

Unused sick leave entitlement of up to five days shall accumulate on completion of each of the first two years of employment. After two years, unused sick leave shall accumulate up to 10 days (inclusive of the five days discretionary sick leave in d. above) to a maximum entitlement of 40 days in any one year by carrying forward from the previous year accumulated benefit of up to 30 days leave.

Sick leave shall be paid for at the relevant daily pay.

Where an employee must attend their spouse or person in their care who is sick or injured, leave at the relevant daily wage will be granted and deducted from sick leave entitlement.

Sick leave shall have no cash value other than for sickness (including the provision of subclause g. of this clause).

Casual employees will be entitled to sick leave in accordance with the Holidays Act 2003.

If an employee is unable to work due to sickness on a public holiday they are rostered to work, the employee will be paid relevant daily pay and their sick leave balance will not be affected.

19. Family Violence

Family violence may impact on an employee's attendance or performance at work. Howick Baptist Healthcare Limited will support staff experiencing family violence. This includes:

For those experiencing family violence, Howick Baptist Healthcare Limited may provide discretionary paid leave on a case by case basis, which may be used for medical appointments, legal proceedings and other activities related to family violence. This leave is in addition to any existing leave entitlements and may be taken as consecutive days or single days as a fraction of a day.

To support safety planning and avoidance of harassing contact, Howick Baptist Healthcare Limited will approve any reasonable request from an employee experiencing family violence for:

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

A change to their work mobile number or email address; and

Any other appropriate measure including those available under existing provisions for flexible working arrangements

An employee who supports another employee experiencing family violence may take domestic leave to accompany them to court, to hospital, or to mind children. Leave to support a person who is not an employee will be considered on a case by case basis

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 agreed form of a document from the police, a health professional or a family violence support service.

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

20. Bereavement Leave/Tangihanga Leave

Where Howick Baptist Healthcare is satisfied that the circumstances warrant it, they will on the death of an employee's partner, child, parent, brother, sister, parent-in-law, grandparent, step-parent, step-child, step-

brother, step-sister, grandchild, son-in-law, daughter-in-law, grant to the employee leave on their relevant daily pay for a period of up to but not exceeding three days for each death.

Where Howick Baptist Healthcare is satisfied that the employee has suffered a bereavement, on any other occasion, they shall grant to the employee one day's leave on their relevant daily pay. The criteria for granting of such leave shall be based on, a) the closeness of association, b) whether the employee has to take significant responsibility for funeral arrangements, and c) cultural responsibilities.

Howick Baptist Healthcare may agree to grant unpaid leave in order to accommodate other special bereavement needs or otherwise the employee may request to take paid days in lieu that they may be entitled to or available annual leave.

21. Parental Leave

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

22. Jury Service

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 Howick Baptist Healthcare Limited provided:

- a. That the employee produces the Court expenses voucher to Howick Baptist Healthcare Limited.
- b. That the employee returns to work immediately on any day they are not actually serving on a jury.

These payments shall be made for up to a maximum of ten (10) days in respect of each separate period of jury service.

23. Study Leave

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 Howick Baptist Healthcare Limited.

Where staff are required by Howick Baptist Healthcare Limited to satisfy regulatory requirements to attend in-service courses/lectures outside of their rostered hours of duty, these courses/lectures will be timed to cause the least possible inconvenience to the staff members concerned. Staff who are required to attend courses/lectures outside of their rostered hours of duty will be paid at ordinary rates for the time spent in attendance.

24. Long Service Leave

An employee shall be entitled to special holidays as follows:

- a. One special holiday of one week for an employee who has completed 10 years current continuous service to be taken before the completion of 15 years current continuous service.
- b. One special holiday of two weeks after the completion of 15 years and before the completion of 20 years of current continuous service with Howick Baptist Healthcare Limited.

- c. One special holiday of three weeks after the completion of 20 years and before the completion of 25 years of current continuous service with Howick Baptist Healthcare Limited.
- d. One special holiday of four weeks after the completion of 25 years and before the completion of 30 years of current continuous service with the same employer.
- e. One special holiday of five weeks after the completion of 30 years of current continuous service with Howick Baptist Healthcare Limited.

All such special holidays provided for in sub clause a. of this clause shall be paid as ordinary weekly pay as defined by the Holidays Act 2003 and may be taken in one or more periods and at such times as may be agreed by Howick Baptist Healthcare and the employee.

If an employee, having become entitled to a long service leave special holiday, leaves their employment before such holiday has been taken they shall be paid in lieu thereof.

The provision of this clause shall not apply where Howick Baptist Healthcare Limited has in operation or brings into operation an alternative scheme for rewarding service which is not less favourable to the employees than the foregoing.

The duration of a week's leave will be calculated by calculating the number of hours worked by the employee in the 52 weeks immediately preceding the leave (total hours) and dividing the total hours by 52.

Part Five – General Provisions

25. Health & Safety

The parties' attention is drawn to the Health and Safety at Work Act 2015, regulations and any amendments. The principal objective of this Act is to provide for a balanced approach to secure the health and safety of workers (employees) and workplaces.

The Act requires that all parties participate in workplace health and safety programmes as a step towards ensuring the workplace is a safe and healthy environment.

The Employer will take reasonably practicable steps to systematically identify and manage potential and specific hazards/risks by eliminating or minimising them, before or as they arise.

The employer shall:

- a. Take all practicable steps to provide employees with a healthy and safe working environment;
- b. Provide employees with appropriate training, safety equipment and protective clothing;
- c. Comply with relevant codes of practice;
- d. The Employer will take reasonably practicable steps to systematically identify and manage potential and specific hazards/risks by eliminating or minimising them, before or as they arise.

The Employee agrees to take reasonable care precautions for the safety and health of himself/herself and others in the workplace:

- a. The Employee will take reasonable care to ensure his/her own safety while at work;
- b. The Employee will take reasonable care that no action or inaction by him/her causes harm to any other person in the workplace;
- c. The Employee will comply, as far as the Employee is reasonably able, with any reasonable instruction that is given by the Employer to comply with the Health and Safety at Work Act 2015;
- d. The Employee will co-operate with any reasonable policy or procedure of the Employer relating to health and safety at the workplace, that has been notified to the worker;
- e. Where an Employee becomes aware of damage or faults to equipment or the existence of other hazards/risks that may endanger the health and safety of others, they will immediately report such damage, fault or hazard to management;
- f. The Employee agrees that they know and understands the Employer's health and safety rules and procedures. Where an Employee fails to comply with health and safety rules and procedures, disciplinary action may result;
- g. The Employee agrees to observe all safety precautions and procedures including, where required, the wearing of protective clothing and equipment;
- h. The Employee acknowledges that they have read and understands the Employer's Occupational Health and Safety policy.

Employees must wear all personal protective clothing issued for their positions.

Employees must report all accidents and near misses to the Employer immediately after the accident or near miss has occurred and record it on an Accident Form.

Should any employee ever suffer from nausea, vomiting, or diarrhoea, or suspect or be aware of contracting salmonella, listeria, or other micro-organism virus, the employee must report immediately to their supervisor.

26. Bullying and Harassment

The Employee and the Employer acknowledge that bullying or harassment in the workplace is totally unacceptable. The Employee will comply with the Employer's Bullying and Harassment Policy and all other relevant policies or instructions.

Where the complaint falls within the definition of sexual harassment, the Employee must choose between a complaint under the Human Rights Act 1993 and a personal grievance under the Employment Relations Act 2000.

27. Formal Disciplinary & Dismissal Procedures

It is expected that employees will conduct themselves properly and competently in their work. The parties to this agreement agree that the following procedures are therefore intended to be used where such trust is considered to be abused or there is negligence of responsibility requiring formal admonishment or there exists a lack of competence in carrying out duties.

The employers aim to help employees meet our standards of personal conduct and to ensure that everyone is treated in a fair and consistent manner.

The parties hope that any issues arising from employees conduct or their performance in their role can be handled quickly and effectively on an informal basis. However, there may be occasions when this approach does not work, or where an alleged misconduct is too serious for such informal discussion. In these instances, the formal Disciplinary Procedure set out below will be followed.

Before considering any form of disciplinary action, a meeting and investigation into the alleged misconduct/performance issue will be carried out.

Prior to any disciplinary meeting, employees will be advised, in writing, of the specific allegation/s and of the likely consequences should the allegation/s be found to be true. Employees will also be advised that they are entitled to have a support person or representative at the formal disciplinary meeting.

During the meeting employees will be given an opportunity to respond to the allegation/s. Employees explanations and any mitigating circumstances will be considered before a decision is made on the appropriate course of action.

If, following the meeting, the employer decides to issue a warning, this will be formally and clearly issued and confirmed in writing. Employees will be advised of any corrective action that is required and the consequence of continued or further instances of misconduct or substandard job performance.

Employees will be provided with any training/support necessary to assist you in taking corrective action.

Except where stated otherwise in the Agreement, there are 3 steps in the formal disciplinary procedure that will generally be followed, if after investigations, misconduct is found to have occurred. These are:

- a. First written warning
- b. Final written warning
- c. Dismissal

Please note that warnings are not limited to repetitions of the same or a similar offence but may be applied to offences of a different nature. Warnings will be as notified by the Manager but will be for no longer than 12 months. The commencement and expiry dates of the warning will be confirmed in writing.

Where misconduct is considered serious enough, a final written warning may be issued, or summary dismissal with no notice may be actioned without a verbal or first written warning preceding it.

28. Suspension

Where alleged serious misconduct is involved, the Employer may suspend you on pay, for a reasonable period, while the Employer conducts an investigation into the matter. The ability to suspend shall not be invoked unless the Employee have first been given an opportunity (which may be brief) to make any submissions on the appropriateness of suspension.

29. Resignation

When the employee wishes to resign they shall give the employer two weeks' notice in writing unless a lesser period of notice is agreed on between the employer and the employee.

At the sole discretion of Howick Baptist Healthcare Limited, the employee may be paid by Howick Baptist Healthcare Limited for the period of notice and not be required to work it.

30. Abandonment of Employment

Where an employee absents themselves from work for three consecutive days or more without the consent of Howick Baptist Healthcare Limited or without notification to Howick Baptist Healthcare Limited, they shall be deemed to have terminated their employment.

31. Performance of Duties

The Employee's employment may be terminated by the Employer giving such notice as is appropriate in the circumstances, should it be determined that the Employee is unable to continue the proper performance of their duties through:

Medical incapacity for a period of three months with no medically apparent improvement, through sickness or injury, or should a medical practitioner (appointed by the Employer in consultation with the Employee) determine that the Employee is so disabled or incapacitated or of unsound mind; or

Some other prohibiting edict or order by the Courts, New Zealand Transport Authority (NZTA) or other Authority.

Prior to the Employer taking any termination action due to incapacity for medical reasons, the Employer will take account of any resulting report or advice from its own and/or the Employee's medical practitioner. The Employee may therefore be required to undergo a medical examination by a registered medical practitioner nominated and paid for by the Employer, with a follow-up report on the Employee's fitness for duties. The Employee's consent will be obtained where this occurs.

Before the Employer takes any termination action due to some prohibiting edict or order, they will consult with the Employee and consider any submissions by the Employee. The Employer will also consider the length of time the Employee is unable to perform their duties, the ability of the Employer to cover the duties utilising other employees, and the availability of alternative

32. Amenities for Staff

Suitable facilities for changing shall be provided.

A secure cupboard for safekeeping of employees' personal belongings while on duty shall be available.

33. Uniforms & Clothing

Where specified uniforms, smocks or other special clothing is required by Howick Baptist Healthcare Limited to be worn, these items shall be supplied by Howick Baptist Healthcare Limited, provided however, in lieu of provision of uniforms Howick Baptist Healthcare Limited shall pay an allowance as specified in Appendix 1 and the provision of suitable uniforms shall then be the responsibility of the employee. All items supplied remain the property of Howick Baptist Healthcare Limited.

Personal protective equipment, clothing, and gloves shall be made available as necessary.

The employee is obliged to wear footwear and hosiery acceptable to the employer when on duty.

34. Certificate of Service

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

35. Employee Protection Provisions

Howick Baptist Healthcare Ltd shall, when considering to contract out, sell or lease or transfer all or any part of Howick Baptist Healthcare Limited, follow the process outlined below:

meet with the unions party to this agreement to discuss the proposal to contract out, sell, lease or transfer all or part of its operation and set time frames for this process;

after receiving proposals from the potential purchasers, lessors or contractors shall meet with the unions to discuss and consult about the proposals, including the advantages and disadvantages in relation to costs and benefits which would result from selling, leasing or contracting out;

If Howick Baptist Healthcare Ltd decides to contract out, sell, lease or transfer all or any part of its operations at Howick Baptist Healthcare Limited, use its best endeavours to ensure employees are offered employment with the same terms and conditions with the new employer, including recognition of service as continuous. This information will then be included in the sale and purchase agreement. All affected employees must be given a reasonable opportunity to exercise their right to elect to transfer to the new employer, or not transfer.

Where Howick Baptist Healthcare Ltd is unable to secure continuity of employment with the Purchaser, it shall meet with the unions to discuss options available to affected employees, including:

- a. Redeployment to a suitable position within Howick Baptist Healthcare Limited
- b. Redundancy severance
- c. Job search assistance
- d. Preparation of curriculum vitae
- e. Provision of a certificate of service
- f. Counselling

Except that those employees of Howick Baptist Healthcare Limited performing cleaning, food catering, caretaking or laundry services, who elect to transfer to the new employer, shall automatically become an employee of the new employer on the same terms and conditions as applied immediately before the specified date, including terms and conditions relating to whether the employee is employed fulltime or part time, and their employment will be treated as continuous, including service-related entitlements. The new employer shall become a party to this Collective Agreement in relation to these employees.

Employees whose positions are redundant as a result of contracting out, sale, lease or transfer of the business shall be entitled to redundancy in accordance with clause 33 of this agreement. Redundancy shall not be payable if employment is offered to an employee on the same terms and conditions by the new employer but that person elects not to accept the offer.

Those employees performing cleaning, food catering, caretaking or laundry services, who elect to transfer to the new employer and who are subsequently declared redundant by the new employer for reasons relating to restructuring, shall be entitled to redundancy compensation from the new employer as per Clause 33 of this Collective Agreement, including recognition of continuous service.

The above provisions should be read in conjunction with part 6a of the Employment Relations Amendment Act (No 2) 2004.

36. Redundancy

Howick Baptist Healthcare Limited shall endeavour to re-deploy a redundant worker if a suitable position is available. During the period of notice a redundant employee will be given reasonable opportunity to attend job interviews without loss of ordinary pay.

Where an employee is surplus to requirements and has been continuously employed by Howick Baptist Healthcare Limited prior to 1 July 2018 and is not offered re-deployment, redundancy compensation is to be paid as follows:

- a. 4 weeks' pay for the first year of service; and
- b. 2 weeks' pay for each subsequent year of service to a maximum of 14 weeks' pay.

Where an employee is surplus to requirements and has been commenced employment with Howick Baptist Healthcare Limited after 1 July 2018 and is not offered re-deployment, redundancy compensation is to be paid as follows:

- a. 4 weeks' pay for the first year of service; and
- b. 2 weeks' pay for each subsequent year of service to a maximum of 8 weeks' pay.

In the event of a redundancy situation employees shall receive four weeks' notice of termination. If less than 4 weeks' notice is given, 4 weeks' pay shall be received.

The employee shall work out the notice period unless they obtain alternative employment that would require a commencement date earlier than the expiry of the notice period, in which case the employee and Howick Baptist Healthcare Limited may agree to waive the remaining period of employment or part of. Howick Baptist Healthcare Limited's consent shall not be unreasonably withheld.

Part Six – Union Provisions

37. Union Meetings

The union party to this agreement may arrange and have approved by Howick Baptist Healthcare Limited at least two union meetings per year, without loss of ordinary pay to those who are covered by this agreement and who attend the meeting(s).

The union shall provide at least 14 days' notice of the date, time and location of union meetings unless the parties mutually agree to a lesser time.

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

Normal duties shall resume as soon as practicable following the conclusion of the meeting. The union shall provide a list of the names of members that attend the meeting and advise the duration of the meeting.

38. Deductions

Howick Baptist Healthcare Limited shall, upon request of a union member, deduct and remit union fees fortnightly.

39. Employment Relations Education Leave

Howick Baptist Healthcare Limited shall grant paid Employment Relations education Leave in accordance with the provisions of Part 7 of the Employment Relations Act 2000.

40. Access

The Union and its authorised agents shall, with the consent of the employer (which shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises for the purposes of conducting union business or for purposes related to the employment of union members but not so as to interfere unreasonably with the employer's business.

The role of a delegate elected by the unions party to this agreement shall be recognised by Howick Baptist Healthcare Limited. A delegate shall be entitled to consult with management employees on matters of concern to an employee or employees who are members of NZ Nurses Organisation.

Part Seven - Resolution of Employment Relationship Problems

Where an employment relationship problem arises (including personal grievances, a dispute about the interpretation, operation or application of the collective agreement and arrears of wages), the employee or employees shall have a right to take the following steps:

- a. Raise the employment relationship problem with the employer. It is recommended that the employee/s have a union delegate or union official be present at any meeting with the employer.

Note: If the employee is raising a personal grievance (unjustified dismissal, unjustified action, discrimination, sexual harassment, racial harassment or duress) the employee must raise the personal grievance with the employer within 90 days beginning with the date of the dismissal or action, or the date of the dismissal or the action came to the employee's notice, whichever is the later.

The employee can raise the personal grievance by making the employer aware that they have a personal grievance which the employee wants the employer to address.

- b. If the employer does not resolve the issue to the satisfaction of the employee/s, the employee/s may apply to the Ministry of Business, Innovation and Employment for mediation service assistance. This may include:
 - i. provision of information or explanations as to where information can be found by way of telephone, fax, e-mail or internet;
 - ii. provision of information through pamphlets, brochures or booklets;
 - iii. specialist services, including mediation hearings and meetings.
- c. If the employment relationship problem is not able to be resolved with the assistance of the mediation service, the employee/s are able to proceed to the Employment Relations Authority, which will provide an investigatory process and will issue a written decision.
- d. In certain circumstances, the employee/s will be able to appeal to the Employment Court and the Court of Appeal if they are unhappy with the outcome at the Employment Relations Authority.


Part Eight - Execution

41. Signatories to this Agreement



Bonnie Robinson
Howick Baptist Healthcare

29/09/2020
Date



Fuao Seve
New Zealand Nurses Organisation

25-09-2020
Date

APPENDIX 1 – Wage Rates & Allowances

Rates of remuneration shall be determined in accordance with the following definitions and scales provided that the employee may be required to undertake any other duties that they are lawfully permitted to perform. Allowances are payable in terms of the provisions of the relevant clause detailing qualification for payment.

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 shift 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.

“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.

“Hospital Duty Leader” means a staff nurse or senior staff nurse designated as such in the absence of a charge nurse or more senior nurse on duty in a hospital.

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.

“Staff nurse” means a person who is registered in New Zealand as a nurse and holds a current annual practising certificate.

“Staff nurse” means a person who is registered in New Zealand as a general and obstetric nurse, a general nurse, a comprehensive nurse, a psychiatric nurse or a psychopaedic nurse and holds a current annual practising certificate but has less than one year’s nursing experience in an approved hospital beyond the status of student and may not be required to undertake charge responsibility.

“Senior staff nurse” means a registered general and obstetric nurse, a general nurse, a comprehensive nurse, a psychiatric nurse or psychopaedic nurse who holds a current annual practising certificate and who has served as a staff nurse for one year after registration in an approved hospital.

“Charge nurse” 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 (which need not necessarily include rostering) and the supervision of nursing staff employed thereon.

In addition to the Nurse Manager, each hospital of more than 30 beds shall appoint a Charge nurse or a more senior designated nurse. For each additional 30 beds, a further Charge nurse or more senior designated nurse shall be appointed.

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

“Supervising Cook” means the employee designated to supervise the work of the kitchen in addition to cooking responsibilities. Only one such employee shall be so designated in a kitchen.

“Services 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.

“Care Giver” shall refer to a nurse/hospital aide, a home assistant, or 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.

Home and Hospital Rates of Pay

Classification	Grade	Hourly Rate from first pay run in July 2020	
Charge Nurse Weekend Coordinator Additional Special responsibilities	1	\$36.21	RN who works is appointed as primary nurse for a community (ward), and who takes overall responsibility for this ward including: <ul style="list-style-type: none"> – Care plans – Inter-rai – Family meetings – Liaison with family – Pharmacy review – Supervision of staff
	2	\$37.18	Charge nurse who is weekend co-ordinator and has other special responsibilities.
Staff Nurses	1	\$29.44	Up to 1,820 hours worked as a staff nurse Howick Baptist Healthcare unless agreed otherwise with the individual.
	2	\$31.30	Between 1,821 and 3,640 hours worked as a staff nurse for Howick Baptist Healthcare unless agreed otherwise with the individual.
	3	\$35.01	3,641 + hours worked as a staff nurse for Howick Baptist Healthcare unless agreed otherwise with the individual.
Enrolled Nurse	1	\$27.38	
Household staff, including laundry, cleaning, maintenance.	1	\$19.85	
	2	\$21.00	

Care Givers and Other Care and Support Workers

All existing care givers and other care and support workers covered by the Care and Support Workers (Pay Equity) Settlement Act 2017 will transition to the new pay bands on 1 July 2017. The transition of existing employees may be done on either current qualifications or length of service, whichever is the most advantageous. Note that all new employees who commence employment on or after 1 July 2017 will progress through the pay bands only on the basis of obtaining the necessary qualifications.

The following rates will apply for eligible employees from 1 July 2017

- Qualifications are those recognised by NZQA or equivalent

Length of Service	Qualification	Pay Band	1 July 2019 Year 3 & 4	1 July 2021 Year 5
<less than 3 years' service OR	Level 0*	L0	\$20.50	\$21.50
3+ to 8 years' service OR	Level 2*	L2	\$21.50	\$23.00
8+ to 12 years' service OR	Level 3*	L3	\$23.00	\$25.00
12+ years' service (as at 1 July 2017) OR	Level 4*	L4b	\$25.50	\$27.00
12+ years' service (reached after July 1 2017)		L4a	\$24.50	\$26.00

- The qualifications must be a level 2, 3 or 4 New Zealand Certificate in Health and Wellbeing from an NZQA accredited provider.
- Employees have a responsibility to notify the Employer when they have gained a qualification.
- The new pay rates will apply from the later of the date the employee notifies the employer, or the date on the qualification certificate, that is, when the qualification was achieved.

Level 4a exemption

Existing care and support workers who reach 12 years of current continuous service with the employer after 1 July 2017 and who have not achieved a Level 4 certificate will move onto a Level 4a rate unless there are genuine reasons based on reasonable grounds that the employer did not provide the support necessary for the employee to achieve the Level 4 qualification, in which case the employee will be entitled to move to the Level 4b step. Any dispute about the provision of the necessary support will be dealt with through the normal dispute resolution processes.

Laundry and Household Staff

The top step for laundry and household staff is step 5 unless the employee:

- has achieved the relevant NZQA qualification in which case the top step is step 6; and/ or
- has special responsibility

Appointment to the position of the relevant scale shall be at the discretion of Howick Baptist Healthcare Limited subject to the minimum rates for adult employee and the requirements of the Care and Support Workers (Pay Equity) Settlement Act 2017, where applicable.

Movement through the service steps to the next relevant step is the sooner of where staff have worked more than 1500 hours at their current step, or have been continuously employed for 12 months as at the date of this agreement except where the Care and Support Workers (Pay Equity) Settlement Act 2017 applies.

Qualification and Training Incentives for Employees not covered by the Care and Support Workers (Pay Equity) Settlement Act 2017.

For household staff who achieve Career Force (or its equivalent) modules towards the appropriate Career Force qualification the following applies for those who have yet to reach the maximum step for their role.

- Level 2 Career Force: On successful achievement their rate of pay will move one step at the next pay period immediately thereafter. This does not affect their next increment date at which they will go up an further step.
- Dementia module of Career Force: On successful achievement their rate of pay will move one step at the next pay period immediately thereafter. This does not affect their next increment date at which point they will go up a further step.
- Level 3 Career Force: On successful achievement, their rate of pay will move one step at the next pay period immediately thereafter. This does not affect their next increment date at which point they will go up a further step.

Training for Caregivers and other Care and Support Workers:

The employer has always been committed to promoting appropriate quality education for all employees and will provide the necessary systems and support to specifically enable Caregivers and other Care and Support Workers to reach the following NZQA Health and Wellbeing certificate (or their relevant equivalent) qualification within the following time periods:

- Level 2 NZ Certificate – within 12 months of commencement of employment
- Level 3 NZ Certificate – within 3 years of commencement of employment
- Level 4 NZ Certificate – within 6 years of commencement of employment

All Caregivers and other Care and Support Workers shall be encouraged to undertake training towards the qualifications listed above. Where an employee is not able to attain the qualifications within the timeframe provided, the employer will take all practicable steps to ensure that the employee is able to attain the qualification as soon as is reasonably practicable.

Training Selection Criteria

It is acknowledged that due to budget and operational requirements, the employer is unable to provide all eligible employees access to training at the same time. The employer will apply the following criteria to establish which employees will have selection priority.

- a. The employer will determine how many employees per year will receive training based on available budget; and
- b. Priority placings will be given to employees who have previously requested training; and
- c. The employee has completed or attended training provided; and
- d. The training requested is a requirement for the employees' role.

If an employee requests training, the employer will provide an indicative timeframe for the employee to commence training.

Examples of how the Employer will determine selection priority. Note: these are examples only and there may be additional situations where priority is given for training.

- Priority is likely to be given where an employee has completed ACE level 4 training which is no longer a recognised qualification;
- Priority may be given where an employee does not have any formal qualifications but training records show they have regularly attended in-house training.

Allowances

Night Duty Shift/Duty \$7.56 per full duty

Weekend Duty

\$5.40 per hour where an employee's duty falls within the hours of 11pm Friday and 11pm Sunday they will be entitled to the appropriate weekend duty allowance.