

**Single Employer
Collective Agreement**

BETWEEN

LESTER HEIGHTS HOSPITAL LIMITED

AND

**THE NEW ZEALAND NURSES
ORGANISATION**



1 OCTOBER 2017 – 30 SEPTEMBER 2019

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This Agreement is made pursuant to the Employment Relations Act 2000 and subsequent amendments.

SECTION 1: AGREEMENT FORMALITIES

1. PARTIES

The parties to this Collective Agreement are:

LESTER HEIGHTS HOSPITAL LIMITED (“the Employer”)

AND

NEW ZEALAND NURSES ORGANISATION (representing its members)

2. COVERAGE

Any employees of Lester Heights Hospital Limited - trading as Lester Heights and who are members of the New Zealand Nurses Organisation, and who are a Registered Nurse, Enrolled Nurse, Health Care Assistant, Cleaner, Kitchen Assistant, Food Service worker (including production and or oversight of food service), Laundry Assistant, Cook, Administrator, Receptionist, Activities Co-ordinator, Diversional Therapist.

3. TERM OF THE AGREEMENT

The term of this Agreement shall come into effect on the 1st day of October 2017 and expire on the 30th day of September 2019.

4. NEW EMPLOYEES

At the time an employee enters into employment and their work falls within the coverage clause of this collective agreement, the employer shall inform the employee-

- That the collective agreement exists and covers work to be done by the employee and provide the employee with a copy of the collective agreement; and
- That the employee may join the union that is a party to the collective agreement; and
- About how to contact the union; and
- That, if the employee joins the union, the employee will be bound by the collective agreement.
- All new employees shall be introduced to the Union delegates as part of their induction to the organisation. The delegate shall be provided with reasonable time to introduce themselves to the employee and provide the employee with relevant information.

- The employer shall provide NZNO a fortnightly email list of all new employees with work contact details.

5. ADDITIONAL TERMS OF EMPLOYMENT

Each employee shall be provided with a written copy of any additional individual terms of employment which shall not be inconsistent with the collective agreement. The individual terms shall state the employee's agreed hours not otherwise specified in the collective agreement and the ordinary hourly rate. Any agreed variation to shall be recorded and a copy provided to the employee. It shall also contain guaranteed hours and the likely days/hours for the shift roster.

6. POSITIONS

The employees covered by this Agreement will have job descriptions and each employee will perform such duties as required by the Employer. The job descriptions may be changed from time to time. Employees will be consulted prior to any significant change.

Classification of Employees:

Registered Nurse has the same meaning as in the Health Practitioners Competence Assurance Act 2003 and its successors.

Enrolled Nurse has the same meaning as in the Health Practitioners Competence Assurance Act 2003 and its successors.

Health Care Assistant means a person who is designated as such and who is employed as an assistant to nursing staff providing client care and general duties.

Support Worker means a person who is designated as such and who is employed on general cleaning and domestic duties, laundry, kitchen and serving duties and other supportive duties.

Diversional Therapist means a person who is wholly or substantially engaged in co-ordinating therapeutic activity programmes, who has undertaken the Diversional Therapists' training course and holds a qualification as a Diversional Therapist.

Activities Coordinator means a person engaged to plan, organise, document and provide an activities programme for residents and day care clients, and to undertake other related duties which may include assisting with care of residents, and transporting residents and day care clients.

Cook means a person engaged in cooking and in the supervision of the work of the kitchen.

Senior Cook means a cook who has overall responsibility for the management of the kitchen.

Kitchen Assistant means a person who is wholly or substantially engaged in the preparation of cooking of meals and kitchen duties.

7. DEFINITIONS

(a) **“Full-time employee”** means any employee rostered regularly for 80 hours or more per fortnight in a permanent position on a permanent roster.

(b) **“Permanent part-time employee”** means any employee with guaranteed hours of work and rostered regularly for less than 80 hours per fortnight.

(c) **“Casual employee”** means any employee who is not regarded as permanent and is not rostered but only employed on an “as required” basis to meet the operational needs of the business. There is no obligation on the part of the casual employee to accept employment when it has been offered.

(d) **“Fixed term employee”** means any employee employed specifically on the basis that their start and completion of employment dates are clearly stated and agreed to by both the employer and the employee and who otherwise receives all of the wages, allowances and conditions in this agreement.

(e) **“Fortnight”** means Monday to Sunday fortnight.

(f) **“Relevant Daily Pay”** Relevant daily pay, for the purposes of calculating payment for a public holiday, an alternative holiday, sick leave or bereavement leave means the amount of pay that the employee would have received had the employee worked on the day concerned.

SECTION 2: HOURS OF WORK AND REMUNERATION

8. HOURS OF WORK

a. Every new employee will receive a copy of the Single Employer Collective Agreement and a letter of offer prior to the commencement of their employment.

b. The ordinary hours of work in any one day shall not exceed eight, unless mutually agreed between the Employer and the employee.

c. Every new employee will receive a letter of employment which will detail shift times. Each employee will be responsible to attend duties as per roster.

d. The ordinary hours of work shall not exceed 80 in each fortnight unless by mutual agreement. An employee shall be entitled to four days off in any one fortnightly work period, with at least two of these days being consecutive days off. The Employer will make every endeavour to allow a second set of two consecutive days off.

e. A nine-hour break between shifts will be allowed unless otherwise mutually agreed between the Employer and the employee.

f. An allowance of \$10.71 will be paid if an employee is required to work without a 9 hour break between shifts of 6 hours duration or more, or is required to work a double shift. This allowance will not be paid if the employee requests a double shift.

g. The employer will endeavour to accommodate the wishes of the employee within the restraints imposed by the business needs of the Employer and the need for fairness between team members particularly the distribution of weekend work and shifts. It is necessary for the employee to be reasonably available to work outside these hours when required as the employer is in a service industry and must put patients/clients' needs first.

h. Rosters will be available two weeks prior to the start date and shall only be altered by agreement between the employer and employee.

i. Unless mutually agreed between the Employer and the employee, there will be no more than one shift change per week.

j. With the agreement of both parties, extended shifts may be offered; however, employees will not be required to work more than 14 hours in any one 24 hour period.

k. When only one registered nurse is on duty, and no relief is available for the meal break, the registered nurse shall be paid for the meal break at ordinary rates.

l. Guaranteed Hours:

Staff doing above 30 hours over the last six months will be: guaranteed 25 hours.

Staff doing between 15 and 30 hours in the last six months will be guaranteed 15 hours.

Staff doing less than 15 hours will be guaranteed eight (8) hours.

m. To enable Lester Heights to manage its 'business as usual' should resident numbers decrease to a point where fewer staff are required, the employer will have the discretion to reduce the employees' hours to reflect the reduction in the number and mix of residents. Staff will be given as much notice as practicable of such a reduction but no less than seven days. Lester Heights will consult with the affected employees and their union.

n. The parties may initiate a review of staffing levels where any party believes the current staffing levels result in care rationing. The parties shall work together through the process of reviewing staffing levels. The following process for a review of staffing levels shall apply:

1. A party requests a review of staffing levels by informing the other parties and specifying the reasons for initiating the review.
2. The employer provides the following information to the union parties:
Bed capacity and current occupancy by bed type.
The methodology and supporting documentation currently used by the employer to determine staffing levels and skill mix.

3. A joint review is undertaken to determine the staffing levels and skill mix required to ensure care rationing does not occur.
4. The scope and timeframe of the review shall be agreed by the parties.
5. The review shall include joint meetings with staff and reasonable time for the union parties to consult with members.
6. It is intended that the parties will agree to any changes resulting from the review, but the Employer reserves the right to make the final decision in the event of the parties not being able to agree.

9. MEAL BREAKS AND REFRESHMENT BREAKS

The employer shall make available tea, coffee, milo, sugar, milk, hot water and tea-making facilities. The employee shall be entitled to two paid 10-minute refreshment breaks and an unpaid 30-minute meal break in any shift exceeding six hours' duration.

10. WAGES

a. The ordinary hourly rate shall be set out in the employee's additional terms and conditions. Wages shall be paid by direct credit to a bank account standing in the name of the employee. Payment will be on a fortnightly basis on Wednesdays.

b. Employees will be provided with a wage slip detailing the calculations of their earnings and deductions. Wage slips will also state employees' annual leave entitlement, sick leave balance outstanding, long service leave balance outstanding, and lieu days balance outstanding. Wage slips will be emailed to those employees who agree.

c. The Employer may deduct from the employee's wages and retain out of monies due to the employee from time to time including on termination of the employee's employment; such sum as may be equivalent to the amount being held by the employee on behalf of the Employer, together with any monies owed by the employee to the Employer, and the fair value, taking wear and tear into due consideration, of any property belonging to the Employer for which the employee is unable to account. The Employer shall also be entitled to make a rateable deduction for time lost through the employee's own default, sickness and accident, or at the employee's own request.

d. The payment of final wages on termination is subject to the employee returning all keys, uniform and equipment items in their possession supplied by the Employer.

11. OVERTIME

Overtime will be paid at rate one and a quarter, for all hours worked in excess of 80 hours per fortnight. Overtime is not payable where an employee requested overtime or agrees to work extra hours with more than 24 hours prior notice.

12. KIWISAVER

Upon commencement of employment employees will automatically be enrolled into KiwiSaver. The Employer will comply with all its legal obligations in relation to KiwiSaver. The current minimum company contributions are indicated in the table below:

From the first whole pay period from	Employer contribution *	Employee Contribution *	Total Contribution *
1 April 2013	3%	3%	6%

*(% of gross salary or wages)

SECTION 3: TERMS OF EMPLOYMENT

13. EMPLOYEE OBLIGATIONS

- a. Any offer of employment is based on information provided by the employee in their employment application form, resume and formal job interview(s). If any false or misleading information was given or any material facts suppressed, the employee may be dismissed for serious misconduct.
- b. The prospective employee has disclosed to the Employer any injuries and/or illnesses previously suffered, or is suffering from, that may affect any employee's ability to effectively carry out the duties for which they have been employed.
- c. The duties to be undertaken include those set out by the Employer and detailed in the job description. It is expected that employees shall carry out their duties well, faithfully and diligently, providing the employer the full benefit of the employee's experience and knowledge within their role.
- d. The employee may be required from time to time to perform any other duties within his/her capabilities in addition to those originally specified in the job description, should the need for this arise. Should this occur at the request of the employer and should the other duties attract a lower pay rate, the employee's higher rate will be maintained. Should the other duties attract a higher rate of pay, then the employee will receive the higher rate for the duration of those duties.
- e. The employee has a duty at all times to protect the assets of the employer.
- f. Employees shall use their best endeavours to promote, develop and extend the Employer's business interests and reputation.

g. It is the responsibility of all employees to read and adhere to all the company's policies and procedures. The Employer will ensure that employees are made aware of, and provided with access to, all company policies and procedures.

14. ANNUAL PERFORMANCE REVIEW

The employer will conduct a 12-monthly review of the employee's position, duties and performance.

15. CONFIDENTIALITY AND NON-DISCLOSURE

a. As part of normal duties the employees will obtain or have access to confidential information concerning the employer and residents. Under no circumstances is any use to be made of this information except for purposes directly related to furthering the business objectives of the employer as provided within the terms of the employee's delegated authority.

b. Upon termination of this agreement, the employee shall not in any circumstances whatsoever either directly or indirectly, use any confidential information belonging to the employer for any purpose whatsoever.

c. Upon termination of employment, the employee shall deliver up any records or documents (however stored) obtained during employment, to the employer.

16. ORIENTATION/BUDDYING

Time spent orientating/buddying at the start of employment will be paid at the minimum hourly rate for the appropriate occupational group. This would be up to a maximum of three days. An employee while orientating would normally not be required to work in a solo capacity, or, carry out any duties in a solo position. Should this not be the case, normal hourly rate will be paid.

17. TRAINING AND DEVELOPMENT

a. The employee will be available to attend training courses as required by the Employer, the costs of which will be covered by the employer. Payment of wages will be paid for any compulsory training.

b. The employer will give consideration to requests from employees to attend relevant training and development, with or without pay.

c. The Employer will facilitate attendance at compulsory and other training [as required]

18. UNIFORMS

a. Any uniforms, including name badges, supplied by the employer must be worn at all times whilst on duty, in their entirety. Unless there is a site specific uniform provision in existence, staff will be provided with:-

- 1 upper for staff working one or two shifts per week
- 3 upper garments to be supplied for staff working 3 shifts or more per week.

b. The employee is required to launder and keep the uniforms in good condition at all times. Uniforms will be replaced on a 'needs' basis and must be returned for replacement. However, replacement uniforms will not be more than two per year.

c. Upon termination, the employee must return the complete uniform in a clean and presentable condition, prior to receiving final pay. Failure to return the uniform(s) in a reasonable condition will result in a deduction being made from the final pay to cover the cost of repair or replacement of said uniform.

19. VACCINATIONS

The employer will pay for annual influenza vaccinations through the company doctors. Staff will also receive vaccinations for Hepatitis as per current practice.

20. REIMBURSEMENT OF PRACTISING CERTIFICATES

The Employer will reimburse the cost of annual practising certificates for Enrolled Nurses and Registered Nurses.

21. HEALTH AND SAFETY

a. The parties to this agreement are committed to the observance of safe working practices and to the good health of all employees, in accordance with the Health and Safety at Work Act 2015. Employees are expected to promptly report any actual or potential hazards and unsafe practices to the hospital management who shall act to remedy the problem. Employees are expected to be mindful of their own health and safety and to discuss any concerns they may have with management.

b. Under no circumstances must employees come to work under the influence of alcohol or drugs, unless the drugs are prescribed by a doctor. No alcohol or non-prescribed drugs are to be brought on to the premises of the employer.

c. Lester Heights Hospital is a smoke-free facility. Staff will only be permitted to smoke during scheduled break times and must go off site to do so.

d. The employer is committed to employee participation and will facilitate the establishment and running of a Health and Safety Committee at each site.

e. During the term of this agreement the parties undertake to review current Health & Safety policies and procedures documents including participation arrangements for employees and union representatives.

d. In the first instance union officials and representatives of the employer shall meet and carry out an initial assessment and develop any future engagement arrangements.

SECTION 4: HOLIDAYS AND LEAVE

22. ANNUAL HOLIDAYS

a. After one year of current continuous service with the employer, the employee shall be entitled to four weeks' annual holiday per year in accordance with the provisions of the Holidays Act 2003 and its amendments.

b. Holidays should be taken before the next anniversary date of the start of the employment of the employee at a time mutually convenient to the employee and the employer. If no mutual agreement is reached, the employee will be given at least 14 days' notice of the need and time to take holidays.

c. In the event that an employee makes an application to take annual leave the employer shall respond to that application within seven days.

d. Lester Heights Hospital existing employees whose five years' continuous service falls due prior to 1 September 2018 shall be entitled to four weeks and four days' annual leave.

e. Existing employees whose five years' continuous service falls due after 1 September 2018 will be entitled to four weeks and three days' annual leave.

f. Any new employees joining after 10 July 2018 will not be eligible for long service leave and will only be entitled to four weeks' annual leave as per the Holidays Act.

g. In consultation with each employee a leave plan will be developed each year. The employer will try to ensure that employee leave requests are accommodated where possible i.e. overseas trip, family commitments and safe staffing levels.

23. SICK LEAVE

a. Sick leave shall be provided in accordance with the Holidays Act 2003 and its amendments and paid at relevant daily pay.

- b. Employees covered by this agreement are entitled to (7) days' sick leave when:
 - i. the employee has completed six months' current continuous employment with the employer; or
 - ii. If (i) above does not apply and the employee has, over a period of six months, worked for the employer for at least an average of 10 hours per week during that period and no less than one hour in every week or no less than 40 hours per month during that period.
- c. Seven (7) days' sick leave is available at the completion of every 12-month period thereafter. E.g. 18 months etc.
- d. Sick leave may accumulate to a maximum of 35 days.
- e. Paid sick leave can be taken if:
 - the employee is sick or injured; or
 - the employee's spouse is sick or injured; or a person who depends on the employee is sick or injured.
- f. A medical certificate may be required if the sickness or injury leave is for a period of three or more consecutive calendar days, whether these days are working days or not.
- g. The employee must notify the employer of their intention to take sick leave as early as possible prior to the start of the work period or if that is not practicable as early as possible after that time.
- h. If the employee has exhausted all available sick leave they may, with mutual consent of the employer, use any outstanding lieu days available to that employee to cover sick leave.

24. BEREAVEMENT LEAVE

- a. Bereavement leave shall be granted in accordance with the Holidays Act 2003 and its amendments and paid at relevant daily pay.
- b. The employee is entitled to paid bereavement leave when:
 - (i) the employee has completed six months' current continuous employment with the employer; or
 - (ii) If (i) above does not apply and the employee has, over a period of six months, worked for the employer for at least an average of 10 hours per week during that period and no less than one hour in every week or no less than 40 hours per month during that period.
- c. The employee may take three days' paid bereavement leave on the death of the employee's:
 - Spouse, parent, child, brother or sister,
 - Grandparent, grandchild, spouse's parent.

d. The employee may take one day's paid bereavement leave on the death of any other person where the employer accepts, having regard to the relevant factors listed below, that the employee has suffered a bereavement. The relevant factors include:

The closeness of the association between the employee and the deceased person
Whether the employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death.
Any cultural responsibilities of the employee in relation to the death.

25. PUBLIC HOLIDAYS

a. The employer and the employee agree that the following days shall be granted as whole holidays in accordance with the Holidays Act 2003 where they fall on days that would otherwise be a working day for the employee.

It is agreed that such holidays shall be observed on the day on which they actually fall.

New Year's Day [1 January], 2 January
Waitangi Day [6 February]
Good Friday, Easter Monday
ANZAC Day [25 April]
The birthday of the reigning Sovereign [first Monday in June]
Labour Day [fourth Monday in October]
Christmas Day [25 December]
Boxing Day [26 December]
Anniversary Day of the Province

b. Where the employee is not required to work on any of the days specified in sub clause (a) above, it being a day that would otherwise be a working day for the employee, then the employee shall be paid for the day at not less than the employee's relevant daily pay for that day.

c. Where the employee is required to work on any of the days specified in sub-clause (a), above, it being a day that would otherwise be a working day for the employee, then the employee shall be paid for the day at not less than the employee's relevant daily pay and in addition, hours worked on that day shall be paid at half rates extra, except for New Year's Day and Christmas Day where ordinary rates in addition apply.

The employees shall also be allowed a whole paid day off in lieu to be taken at a time mutually agreed between the employer and the employee. If the alternative day is not taken within 12 months the employee may request the employer to exchange the employee's entitlement to an alternative holiday for a payment which shall be calculated at the rate of relevant daily pay as defined in clause 5 of this collective agreement.

d. Where the employee works on any of the days specified in sub-clause (a) above, it being a day that would not otherwise be a working day for the employee, then the employee shall be paid for all time worked at time and a half for each hour worked based on the employee's relevant daily pay, except for New Year's Day and Christmas Day where ordinary rates in addition apply. No lieu day is due pursuant to this sub clause.

e. The employee consents to work the days specified in sub-clause (a) above as required by the employer.

f. If the employee is sick or suffers a bereavement on a Public Holiday on which the employee was scheduled to work, that day is to be treated as an unworked Public Holiday, rather than as sick or bereavement leave.

26. LONG SERVICE LEAVE

Upon completion of ten (10) years' current continuous service at Lester Heights Hospital, employees will become entitled to one additional week of leave.

The entitlement to one additional week of leave will arise on the completion of 10 years' current continuous service, and on the completion of each 10-year period of current continuous service thereafter, on a "one-off" basis.

Long service leave accrued under NNNME Ltd will be recognised by Lester Heights Hospital Limited.

27. PARENTAL LEAVE

Parental leave shall be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 and its amendments.

SECTION 5: DISCIPLINARY AND PROBLEM RESOLUTION PROCEDURES

28. REPRESENTATION AT DISCIPLINARY MEETINGS

The Unions agree to use best endeavours to ensure a union representative will be made available to attend a disciplinary meeting within five (5) working days.

29. NOTICE OF TERMINATION

a. Registered Nurses

Employment may be terminated by either the employee or the employer, giving four weeks' notice (unless a lesser period of time is agreed upon by both parties), with full benefits being paid up to the date of termination.

b. All other occupational classifications

Employment may be terminated by either the employee or the employer, giving two weeks' notice (unless a lesser period of time is agreed upon by both parties) with full benefits being paid up to the date of termination.

However, in instances of serious misconduct, the employer may terminate the employee's employment without notice (subject to the provisions of the employer's disciplinary code, where applicable).

30. ABANDONMENT OF EMPLOYMENT

Where the employee is absent from work for a continuous period exceeding two (2) working days without the consent of the employer or without notification to the employer, they will be considered by the employer as having terminated their employment without notice, unless there is a reasonable explanation acceptable to the employer.

31. SUSPENSION

Where an employee is suspended the employer will suspend on pay. The parties agree that they will act in good faith in attending meetings and there will be no undue delays.

32. RESOLUTION OF EMPLOYMENT PROBLEMS

32.1. 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.

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

a) What is an employment relationship problem?

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

ii. 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).

iii. A dispute (relating to the interpretation, application or operation of the employment Agreement).

iv. 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.

b) Clarify the problem

i. 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.

ii. 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:

- the Employee's delegate / union, a lawyer, a community law centre or an employment relations consultant.
- friends and family
- 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.

c) Discuss the problem

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.

The Employer and Employee will then try to establish the facts of the problem and discuss possible solutions.

d) The next step

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

- They can contact the Ministry of Business, Innovation and Employment Labour Group, which can provide information and/or refer them to mediation.
- 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).
- 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.
- 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
- The Authority can direct the Employer and Employee to mediation, or can investigate the problem and issue a determination.

- 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).
- In limited cases, there is a right to appeal a decision of the Employment Court to the Court of Appeal.

e) Personal Grievances

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.

32.3. Grievance rights

The parties agree that no Employee shall be dismissed or disciplined without a reasonable opportunity to have their views considered. To that end no person shall be dismissed without the knowledge of the Director of Rehab and Care Homes, or the People Director, or the Managing Director.

33. PROTECTION FROM DISADVANTAGE

a. Where the work of any employee bound by this agreement is affected by the contracting out, sale, or transfer of all or part of the business, the employer shall consult with the union parties to this agreement and those directly affected employee(s) prior to any contract being signed by the employer.

b. The employer shall take all reasonable steps to ensure that any contract entered into, which will result in the whole or part of the business being contracted out, sold or transferred, shall require the contractor or purchaser acquiring the business or the part being contracted out, sold or transferred to:

i. offer the directly affected employee(s) employment in the business that has been contracted out, sold or transferred that is in the same or substantially similar capacity as that in which the employee was employed by the employer, or in a capacity that the employee is willing to accept; and

ii. agree to treat service with the employer as if it were service with the contractor or purchaser and as if it were continuous; and

iii. offer conditions of employment to the employee(s) which are the same or substantially similar to the conditions of employment set out in this agreement.

c. Where the employer is successful in securing such contractual arrangements with the person acquiring the business, the directly affected employee(s) shall not be entitled to any of the redundancy provisions set out in clause 4 of this agreement.

d. If, after all reasonable steps have been taken, the employer fails to secure such contractual arrangements with the person acquiring the business, the directly affected employee(s) shall be declared surplus to the requirements of the employer and the redundancy provisions set out in clause 35 of this agreement shall apply.

34. EMPLOYEE PROTECTION – VULNERABLE EMPLOYEES

This clause applies to cleaning and food catering employees in any place of work, caretaking and laundry employees in the education sector and orderly and laundry employees in the health sector and the age-related residential care sector. Where the work of any employee bound by this agreement is affected by restructuring, the employer shall consult with the union.

a. If there is a restructuring employees affected by the restructuring shall have the right to elect to transfer to the employment of the new employer on the same terms and conditions of employment, including any service based entitlements.

b. The employment of the employee, who has elected to transfer to the new employer, shall also be treated as continuous, including for the purpose of service related entitlements.

c. Such employees shall also be provided with a reasonable opportunity to make an election to transfer to the new employer or not, before the employers' business is restructured and must also be provided with the date by which the election must be made.

d. Alternative arrangements, such as transferring to another site of the current employer, may be bargained between the parties. Where employees indicate they wish to explore alternative arrangements (before deciding to transfer to the new employer), the employer must advise the union. Where such alternative arrangements are agreed they must be recorded in writing.

e. Where employees covered by this agreement elect to transfer to a new employer, and the new employer is not party to this agreement, the new employer shall become party to the agreement on the date the employees transfer to the new employer, but only in relation to, and for the purpose of, that employee.

f. Employees who elect to transfer to the new employer and who are subsequently declared redundant by the new employer for reasons relating to the restructuring, shall be entitled to redundancy compensation from the new employer as per clause 35 of this collective agreement.

35. REDUNDANCY

A redundant employee shall mean an employee whose employment is terminated as being surplus to existing requirements by reason of the closing down or reorganisation of the whole or part of the employer's operation, or amalgamation of the employer's operation with the operation of another employer.

For employees with less than five (5) years current continuous service with LESTER HEIGHTS HOSPITAL Limited:

- In the event of redundancy, no redundancy compensation will be payable; however a minimum of four weeks' notice shall be given to the employee.

For employees with five (5) or more year's current continuous service with LESTER HEIGHTS HOSPITAL Limited:

- In the event of redundancy, employees will be entitled to compensation of 1 month's wages and a minimum of four weeks' notice of redundancy.

36. DISCRIMINATION AND HARASSMENT

LESTER HEIGHTS HOSPITAL Limited does not tolerate any discrimination or harassment of its employees. All sexual and racial harassment complaints will be handled in accordance with LESTER HEIGHTS HOSPITAL LIMITED LIMITED'S Policy. Attention is drawn to the provision of the Human Rights Act 1987 and the Employment Relations Act 2000, and its amendments.

SECTION 6: UNION AND AGREEMENT INFORMATION

37. VARIATIONS

Any matter in this agreement may be amended or deleted, or any new clause added, during its term by written agreement of the parties.

38. UNION DELEGATES

- a. The employer accepts that delegates are the recognized channel of communication between the unions and the employer in the workplace.
- b. Accordingly paid time off (at ordinary time rates) shall be allowed for delegates to attend meetings with management, consult with members, other delegates and officials, and to consult and discuss issues such as management of change and staff surplus, provide employee representation and education around the collective agreement.
- c. Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably held.
- d. The amount of paid time off and facilities provided shall be sufficient to enable delegates to give adequate consideration to the issues in the workplace.
- e. Where recognised workplace activities are required outside working hours, delegates shall be paid at ordinary rates or granted time in lieu on a time for time basis.

f. The employer will ensure that new Employees who come within the coverage of this agreement are provided with a copy of the collective agreement and information about the unions. The Employer will advise new employees of who the relevant union delegates are and provide their contact details and an introduction to the union delegates at their facility as part of the new employee induction process.

g. Delegates elected to or appointed to Union bodies shall also be granted up to 16 hours on pay per annum to attend to such duties.

h. Employment Relations Education Leave:

The Employer shall grant leave on pay for employee’s party to this collective agreement to attend courses authorised by the union parties to facilitate the employee’s education and training as employee representatives in the workplace.

FTE eligible employees as at 1 March each year	Maximum number of days of employment relations education leave that we are entitled to allocate as a union
1 – 5	3
6 – 50	5
51 – 280	1 day for every 8 FTE eligible employees or part of that number
281 or more	35 days plus 5 days for every 100 FTE eligible employees or part of that number that exceeds 280

For the purposes of this clause, calculating the number of full-time equivalent eligible employees employed by an employer –

- An eligible employee who normally works 30 hours or more during a week is to be counted as 1;
- An eligible employee who normally works less than 30 hours during a week is to be one –half.
- The union parties shall send a copy of the programme for the course and the name of employees attending at least 14 consecutive days prior to the course commencing.

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

The provision of Part 7 of the Employment Relations Act 2000 shall apply where any provision or entitlement is not provided for, or is greater than specified in the clauses above.

39. CO-OPERATION, CONSULTATION AND MANAGEMENT OF CHANGE

The parties to this collective agreement recognise they have a mutual interest in ensuring that health services are provided professionally, efficiently and effectively, and that each has a contribution to make in this regard.

Regular consultation between the employer, its employees and the unions is essential on substantive matters of mutual concern and interest. Effective communication between the parties will allow for:

- (a) Improved decision making
- (b) Greater cooperation between employer and employees; and
- (c) A more harmonious, effective, efficient, safe and productive workplace.

Therefore the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters.

The Employer accepts that union delegates are the recognised channel of communication between the union and the Employer in the workplace.

Prior to the commencement of any significant change to staffing, structure or work practices, the employer will identify and give reasonable notice to employees who may be affected and to the unions to allow them to participate in the consultative process so as to allow substantive input.

Where an employer receives an indication of potential significant changes, they undertake to advise staff and the unions as soon as practicable of the possibility of these changes.

Consultation

Consultation involves the statement of a proposal not yet finally decided upon, listening to what others have to say, considering their responses and then deciding what will be done. Consultation clearly requires more than prior notification.

The requirement for consultation should not be treated perfunctorily or as a mere formality. The person(s) to be consulted must be given sufficient opportunity to express their view or to point to difficulties or problems.

If changes are proposed and such changes need to be preceded by consultation, the changes must not be made until after the necessary consultation has taken place. Both parties should keep open minds during consultation and be ready to change. Sufficiently precise information must be given to enable the person(s) being consulted to state a view, together with a reasonable opportunity to do so – either orally or in writing.

Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.

The consultation process will give employees affected, or likely to be affected, by any significant change to staffing, structures or work practise, and the union organiser/delegate, the opportunity to put forward their views on any proposals or options developed for change prior to any final decision being made.

The process shall be as follows:

- (a) The initiative being consulted about should be presented by the employer as a “proposal” or “proposed intention or plan” which has not yet been finalised.
- (b) Sufficient information must be provided by the employer to enable the party/parties consulted to develop an informed response.
- (c) Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.
- (d) Genuine consideration must be given by the employer to the matters raised in the response.
- (e) The final decision shall be the responsibility of the employer.

40. FEE DEDUCTIONS

- a. The employer shall deduct and remit Union fees monthly. Deductions shall be paid to the Union by direct credit with an identifying reference.
- b. The employer shall forward on a monthly basis via email or post the names and addresses of the employees for whom deductions have been made, the value of the deductions and the employee’s payroll number, the termination date of any members who have left the organisation and the details of the period covered by the remittance.

41. PASS ON

- a. A genuine bargaining process will take place between the employer and each individual employee who is not a union member no earlier than 60 days before the employee’s anniversary date and pass on will not occur until the employee’s anniversary date.
- b. For employees commencing their employment after this agreement comes into force, and who do not become union members pass on will not occur before the expiry of this agreement.
- c. The union party agrees that this process satisfies the employer’s obligation to consult with them pursuant to d.59B(6)(b) of the Employment Relations Act, provided that this process is applied to every non-union member who may be offered the same or substantially the same terms and conditions as those set out in this collective agreement.

42. ACCESS

1. The authorised union representative shall be entitled to enter the workplaces at reasonable times, in a reasonable way and in compliance with health and safety requirements for purposes related to the employment of its members and/or union business.
2. When the union representative enters the workplace they will advise the manager they are entering the workplace and if the manager is not present the union representative will leave written notice of the visit.
3. The employer recognises that it may not unreasonably deny a union representative access to a workplace.

43. STOP WORK MEETINGS

Union members shall be entitled to four hours paid time off to attend union meetings in each calendar year provided that each of the following conditions is fulfilled:

- (i) At least 14 days' notice of the meetings shall be given.
- (ii) Work shall resume as soon as practicable after the finish of the meeting.
- (iii) The union parties will consult with the employer to ensure that the employer's business is able to be maintained during any union meeting.

The provisions of this clause shall be inclusive of any legislative entitlement to paid union meetings.

44. SAVINGS

Nothing in this agreement shall operate so as to reduce an employee's wages and conditions in excess of this agreement with the coming into force of this collective agreement.

SECTION 7: ALLOWANCES AND WAGE RATES

45. ALLOWANCES

Night Rate

An allowance will be paid for hours worked between 23h00 and 07h00 per night from Sunday 23h00 to Friday 07h00 inclusive.

Allowance amount: \$6.12 per night

Weekend Rate

An additional payment per day will be paid for weekend shifts beginning at 23h00 Friday and finishing Sunday 23h00.

Allowance amount: \$8.67 per shift

46. REMUNERATION

Pay rates	1 Oct 2017	1 July 2018	1 July 2019
Health Care Assistant, Activities Coordinator, Caregiver, Recreational Therapist, Diversional Therapist, Physiotherapy Assistants and Occupational Therapy Assistant			
No formal qualification or less than 3 years' service	\$19.00	\$19.80	\$20.50
NZQA Level 2 or more than 3 years' service	\$20.00	\$21.00	\$21.50
NZQA Level 3 or 8 years' or more service	\$21.00	\$22.50	\$23.00
NZQA Level 4 or 12 or more years' service	\$23.50	\$24.50	\$25.50
Existing employees who reach 12 years' current continuous service after 1 July 2017 and who have not achieved a Level 4 certificate.	\$22.50	\$23.50	\$24.50
Registered Nurse	1 Oct 2017	1 Jan 2018	1 July 2019 DHB % Pass on
Start	\$21.55	\$26.00	
1 + year's qualifications	\$24.98	\$27.00	
2 + years	\$25.93	\$28.00	
3 + years	\$27.03	\$29.00	
Enrolled Nurse			
Start	\$17.74	\$23.00	
1 + years	\$19.35	\$24.00	
2 + years	\$20.46	\$25.00	
3 + years		\$26.00	
Cleaner / Laundry			
Start	\$15.40	\$17.00	
1 + years	\$16.16	\$18.00	

2 + years		\$19.00	
3 + years		\$20.00	
Cook			
Start	\$16.13	\$17.00	
1 + years	\$16.67	\$18.00	
2 + years	\$17.76	\$19.00	
3 + years		\$20.00	
Senior Cook			
Start		\$19.00	
1 + years		\$19.50	
2 + years		\$20.00	
3 + years	\$19.41	\$20.10	
Kitchen Assistant			
Start	\$15.40	\$17.00	
1 + years	\$15.91	\$17.50	
2 + years		\$18.00	
3 + years		\$18.50	
Administrator/Receptionist			
Start	\$17.17	\$18.00	
1 + years	\$18.18	\$18.50	
2 + years	\$18.69	\$19.00	
3 + years		\$20.00	

DHB Percentage Pass-On

The parties agreed that on 1 July 2019 the employer will pass on the DHB percentage increase to all paid and printed rates for RNs, ENs, Cleaners, Laundry, Cooks, Kitchen Assistants and Administrator/Receptionist.

Progression

Progression will be dependent upon time-served**, a satisfactory performance review, (which will be assumed to be the case unless the employee is otherwise advised), and attendance at the compulsory in-service training, as detailed below:-

- Fire Safety/Trial Evacuation attendance
- Restraint Minimisation
- Cultural Safety
- Client Code of Rights
- Infection Control
- Health & Safety

** Based on a year's service for employees working more than 20 hours per week. For employees working between 10 and 20 hours per week, this will be eighteen months.

New Site Acquisitions

Should Lester Heights Hospital Limited purchase or acquire a new site, new employees transferring to the Company will have previous service counted with regard to the above wage scale only, (upon provision of a certificate of service or other proof of service).

Where LESTER HEIGHTS HOSPITAL LIMITED has purchased or acquired a new site, employees that transferred across to the company would have previous service counted with regard to transference on to the above wage scale only, (upon provision of a certificate of service or other proof of service).

47. EQUAL PAY

The parties agree that this settlement does not reflect equal pay and commit to working together and severally to promote the funding needed to deliver genuine equal pay.

When there is a conclusion to the Equal Pay issue as it impacts on home support and aged care workers, the parties will meet to discuss the consequential rates to apply as soon as practicable.


48. SURVEILLANCE / MONITORING CAMERAS

The Employer operates surveillance cameras and audio, and recording all telephone communication to the hospital landline and on company phones. Monitoring is used primarily for safety and security reasons, but may be used for training purposes and as evidence in connection with any other incidents. Cameras may be concealed or in plain view. The Employee is aware that he or she may be monitored by surveillance cameras while working for the Employer. The Employee consents to collection of information in this way. The Employer will abide by the provision of the Privacy Act 1993 when collecting and storing such information.

49. SIGNATURES

Signed 
For Lester Heights Hospital Ltd

Date 19/2/18

Signed 
For NZ Nurses Organisation

Date 28/08/2018