METLIFECARE LIMITED

Collective Employment Agreement
(CEA)

1 August 2026
to
31 July 2027

INDEX

1. APPLICATION OF THE AGREEMENT 2
2. NEW EMPLOYEES 2
3. EMPLOYEE ROLE 3
4. CONSULTATION 3
5. COVERAGE CLAUSE 3
6. VARIATION OF AGREEMENT 3
7. ROSTERS 4
8. DEFINITIONS 4
9. CLASSIFICATION OF EMPLOYEES 5
10. HOURS OF WORK 6
11. OVERTIME AND WEEKEND RATES/ALLOWANCES 7
12. RATES OF WAGES AND ALLOWANCES 7
13. CAREER PROGRESSION FOR CAREGIVERS, HOME SUPPORT WORKERS, DIVERSIONAL THERAPISTS AND ACTIVITIES CO-ORDINATORS COVERED BY PAY EQUITY SETTLEMENT 8
14. CAREER PROGRESSION FOR EXISTING CAREGIVERS, HOME SUPPORT WORKERS, DIVERSIONAL THERAPISTS AND ACTIVITIES CO-ORDINATORS WORKERS AS AT 1 July 2017 8
15. CAREER PROGRESSION FOR ENROLLED NURSES, FOOD SERVICE ASSISTANTS AND DOMESTIC AIDS 9
16. CAREER PROGRESSION FOR REGISTERED NURSES 11
17. EDUCATION 11
18. PRACTISING CERTIFICATES 12
19. PUBLIC HOLIDAYS 12
20. LONG SERVICE INCENTIVE 13
21. ANNUAL LEAVE 13
22. SICK LEAVE 13
23. FAMILY VIOLENCE LEAVE 14
24. BEREAVEMENT (TANGIHANGA) LEAVE 14
26. HEALTH AND SAFETY 15
29. COMPANY PROPERTY 16
30. DRESS 17
31. TERMS OF EMPLOYMENT 17
32. POLICE VETTING 17
33. EQUAL EMPLOYMENT OPPORTUNITY 17
35. SUSPENSION 18
36. DISCIPLINARY ACTION 18
37. SURPLUS STAFFING 18
38. EMPLOYEE PROTECTION PROVISION (Employment relations act 2000 and Amendment Act No 2) – Vulnerable Employees (Domestic Aids, Kitchen Hands) 19
39. EMPLOYEE PROTECTION PROVISION (EMPLOYMENT RELATIONS ACT 2000 AND AMENDMENT Act No 2) – OTHER Employees 20
40. CONTINUITY OF SERVICE 21

41. HARASSMENT, DISCRIMINATION & BULLYING....21
42. CONFIDENTIALITY OF MATTERS....21
43. INDUSTRIAL RELATIONS....21
44. JURY SERVICE....23
45. EMPLOYMENT RELATIONS PROBLEMS....24
46. LEGAL LIABILITY....24
47. SECONDARY EMPLOYMENT/ CONFLICT OF INTEREST....24
48. TERM OF AGREEMENT....24
49. SIGNATORY PARTIES TO THIS AGREEMENT....25
SCHEDULE 1....26
RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS....28
APPENDIX D....42

TE TIRITI

The employer is committed to supporting employees to develop their knowledge of Te Tiriti o Waitangi and te ao Māori, and how they apply in the context of the work we do and communities we serve via our Metlifecare Māori strategy, to improve outcomes for Māori.

POLICY AND PROCESS

This agreement should be read in accordance with Metlifecare policies. The employer will ensure that employees are able to access relevant company policies and information via multiple channels including the company intranet (MetNet), learning management system (PEAK Learning), staff room posters and handbooks.

1. APPLICATION OF THE AGREEMENT

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

1.2. The parties to this Collective Agreement are:

(a) All villages acquired by Metlifecare Limited during the currency of this Agreement shall be deemed to become party to this Agreement.

(b) Metlifecare Limited referred to as "Metlifecare", the "Employer", or the "Manager" on behalf of:

i. Metlifecare Retirement Villages Limited

ii. Metlifecare Palmerston North Limited

(c) E tū Incorporated and Tōpūtanga Taphui Kaitiaki o Aotearoa: The New Zealand Nurses Organisation Incorporated (NZNO), referred to as the "Unions".

1.3. Employees bound by this Agreement:

(a) Any employee of the companies of Metlifecare listed in clause 1.2(b) whose work comes within the coverage clause 5.1 of this Agreement and who becomes a member of the E tū Incorporated or NZNO shall be bound by and able to enforce the terms and conditions contained in this Agreement, excluding those employees set out in clause 1.3(b) below.

(b) The Employer shall ensure that there will be no automatic "pass on" of these negotiated rates to non-union members.

(c) Where an employee on an IEA joins this Agreement, through the relevant union, he/she shall retain any superior terms or conditions previously held.

2. NEW EMPLOYEES

2.1 Metlifecare will ensure that managers comply with their obligations to new employees.

2.2 Before commencing employment, a new employee whose work falls within the coverage of this Agreement will be:
(a) informed that this Agreement exists and covers the work to be performed;
(b) provided with a copy of this agreement and information provided by the unions about membership;
(c) informed that they may join NZNO or E tū and that, if they do so, they will be bound by this Agreement; and
(d) advised that they may seek independent advice regarding their employment.

2.3 All new employees whose work falls within the coverage clause of this Agreement shall, for the first 30 days of employment, be employed on terms and conditions no less favourable than those contained in this agreement, in accordance with the Employment Relations Act 2000 unless, after receiving the agreed information and advice opportunity, the new employee makes an express written election, to enter an IEA from commencement.

2.4 Subject to the employee's consent, Metlifecare will inform the Union as soon as practicable if the employee has elected to be employed under this agreement.

2.5 Metlifecare will provide new employees with the name and contact details of the site delegate and/or union organiser. A reasonable opportunity will be provided for a new employee to meet or communicate with a Union representative during rostered working time.

3. EMPLOYEE ROLE

3.1. The role of the employee is to act responsibly as a team member to perform the duties and responsibilities assigned to you on appointment. An outline of your key responsibilities will be set out in your Position Description and your annual performance objectives agreed with your manager. Either may be updated from time to time to reflect the changing nature of the work. Employees are also responsible for ensuring they operate consistently with Metlifecare's policies and guidelines. The Employer will ensure employees are updated on policy changes.

4. CONSULTATION

4.1. Metlifecare employees and managers will commit themselves to the promotion of consultation and co-operation in the work-place, and in the relationships between each other. However, conflicts may arise from time to time and the important thing is that they are dealt with promptly and fairly.

(a) All queries should be raised with your team in the first instance, where appropriate

(b) If the matter remains unresolved or if you consider your team is the cause of the problem, it should be referred to your team leader or manager

(c) At any time, you may seek advice or support from your unions E tū Incorporated or NZNO.

4.2. If a change proposal is shared, and the impacted union member employees propose potentially viable alternative structures, staffing levels or work practices (including rosters) which meet Metlifecare's operational requirements, they will be given genuine consideration by Metlifecare.

5. COVERAGE CLAUSE

5.1. This Agreement shall apply to all employees of Metlifecare Retirement Villages Limited and Metlifecare Palmerston North Limited as listed in clause 1.2 as listed in the table below, but excluding Transferring Employees set out in clause 1.3(b):

E Tū		**NZNO**
Activities Coordinator	Home Support Workers	Activities Coordinator
Caregiver	Food Services Assistant	Caregiver
Cook	Maintenance Assistant	Diversional Therapist
Diversional Therapist	Receptionist	Domestic Aid
Domestic Aid	Registered Nurse*****	Enrolled Nurse
Enrolled Nurse *****	Security Assistant	Home Support Workers
Gardener	Social Coordinator	Receptionist
Gardeners Assistant		Registered Nurse
*Applicable only to paid up E tū Incorporated members as at 23 August 2007)		

6. VARIATION OF AGREEMENT

6.1. This Agreement represents a full record of the agreement entered into between the Unions and the Employer. Any changes or additions to this Agreement will need to be mutually agreed upon in writing by the parties to this Agreement.

6.2. Negotiations for variations shall be conducted in good faith by the parties.

6.3. Where a variation has been agreed on by the representatives of the parties negotiating the variation, it must be ratified by the affected employees covered by this Agreement. If more

than eighty percent of the employees agree to the variation, it will be added to this Agreement and signed by the Employer and the Unions.

6.4. The Employer and any employee may agree upon additional terms and conditions that are not inconsistent with the terms of this Agreement. The individual terms and conditions shall be contained in a letter received by the employee(s) either prior to or during the term of this Agreement.

6.5. Should it be the case that financial difficulties arise which will affect the ability of the Employer to maintain its viability, and therefore the employment of its employees, then the parties to this Agreement undertake to renegotiate the wages. Such negotiations will be conducted in good faith by the parties with the purpose of reaching agreement about a means of ensuring on-going service to residents under the Employer's care and the continuing employment of its employees.

7. ROSTERS

7.1. "Roster" means the fortnightly roster of employee work and times allocated.

7.2. Rosters will be provided by Managers and displayed on employee notice boards and in the time and attendance system in each Facility 14 days in advance of the commencement of each Roster.

7.3. To cope with the changing circumstances and the occupancy in each facility the Manager may alter, reduce or increase shifts, provided that proposals and alterations are first discussed with the employee concerned on an individual basis and when agreed and finalised, notice is given to the employees affected and a new schedule displayed at least fourteen days before commencement of the shifts.

7.4. The parties to this Agreement acknowledge the Standards of New Zealand EAP regulations as a guideline for best practice. Regulatory and self-audits shall ensure safe employee levels.

8. DEFINITIONS

Term	Meaning
"Full-Time Employee"	Any employee rostered regularly on 5 days per week for 40 hours per week in a permanent position on a permanent roster.
"Permanent Part Time Employee"	Any employee rostered for less than 40 hours per week. Guaranteed hours of work will be set out in individual letters of offer or subsequent variations and are further detailed on a fortnightly basis by rosters, per Clause7.
"Fixed Term Employee"	Any employee employed specifically on the basis that their start and completion of employment dates are clearly stated and agreed to by both parties, and who otherwise (except as specifically provided) receive all of the wages, allowances and conditions of this Agreement.
"Casual Employee"	An employee engaged as and when required for a purely casual purpose. Each engagement shall be a separate period of employment and holiday pay shall accordingly be paid at the completion of each engagement. There is no obligation on the part of the casual employee to accept work offered.
"Annual Practising Certificate"	A certificate issued pursuant to the Health Practitioners' Competency Assurance Act 2004.
"Night Shift"	A duty between 11.00 pm and 7.00 am.
"Week"	In the case of day employees, the seven days computed from midnight Sunday to midnight Sunday. In the case of night employees, the seven days computed from noon Monday to noon Monday.

"Pay Period"	The pay period is fortnightly and will fall Monday to Sunday to coincide with the stated roster.
"Base Rate"	The starting rate excluding all allowances.
"Normal or Ordinary Pay"	For employees who commenced after 17 April 1998, the base rate. For employees who commenced prior to 17 April 1998, the applicable base rate, the service allowance, the ISO allowance and all Qualification allowances referred to in Schedule One (Allowance Schedule) of this Agreement.
"Facility"	Any Aged Care establishment operated by Metlifecare Limited, including any Rest Home, Hospital, Retirement Village or similar and including Assisted Living Homecare.
"Unions"	E tū Incorporated and New Zealand Nurses Organisation (NZNO).

9. CLASSIFICATION OF EMPLOYEES

9.1. The following classifications indicate the qualification and expertise appropriate to each class of employee specified in the coverage clause.

Classification	Description
"First Cook"	An employee engaged in the preparation and cooking of meals, and taking full responsibility for the running of the kitchen.
"Cook"	An employee engaged in the preparation and cooking of meals.
"Food Services Assistant"	An employee engaged to carry out any duties inside the kitchen but with limited cooking duties.
"Domestic Aid"	An employee who is employed solely on domestic duties including cleaning, laundry, sewing and other non-resident attendant duties.
"Caregiver"	An employee who assists residents in their activities of daily living and such other attendant duties as are required. In addition, domestic duties shall be performed as required in the care facility.
"Activities Coordinator"	An employee engaged in assisting with the providing of social and recreational activities and other therapy for residents under the guidance of a qualified Diversional Therapist and/or Occupational Therapist.
"Enrolled Nurse"	A person whose name is on the roll in New Zealand as an Enrolled Nurse or Nurse Assistant, as defined in the Health Practitioners' Competency Assurance Act 2004 and who holds a current annual practising certificate and works under the supervision of a Registered Nurse.
"Registered Nurse"	A person who is registered in the Roles of Nurses in New Zealand as a Registered Nurse, as defined in Section 16 of the Nurses Act 1977 and who holds a current annual practicing certificate. Registered Nurse shall also mean an RN and Senior RN in relation to the career progression.
"Maintenance Assistant"	An employee employed to undertake general maintenance in the Facility.
"Gardener"	An employee employed to do gardening or grounds work.
"Gardener's Assistant"	An employee employed to do basic gardening or grounds work under supervision.
"Social Coordinator"	An employee employed to arrange social events and to undertake the transportation of residents as required.
"Receptionist"	An employee engaged to provide reception duties and front office duties.
"Security Assistant"	An employee employed to provide security services for the facility.
"Home Support Worker"	An employee employed to perform duties specifically requested by residents in their own homes. i.e. holder of an Occupation Right Agreement including Serviced Apartments.

10. HOURS OF WORK

10.1. It is the intention of the Parties to ensure that stable and regular hours of work are available for all members covered by this Agreement and this intent is informed by the following:

(a) The residents require 24/7 attention, so shift work and rosters are required to ensure that care is provided at all times.

(b) Guaranteed hours of work are set out in individual letters of offer or subsequent variations and are further detailed on a fortnightly basis by rosters, per clause 7.

(c) The Health and Safety at Work Act 2015 requires the Employer to take reasonably practicable steps to prevent harm from occurring to employees from the way work is organised and therefore the Employer shall ensure rosters are developed to avoid the known risks to the employees who work the rostered shifts (refer to clause 26).

10.2. In determining the employee resourcing levels required per roster period, the Parties note the following:

10.3. The Employer is required by the Aged Residential Care Contract to ensure there are sufficient employees on duty to meet the health and personal care needs of all Subsidised Residents at all times.

10.4. The Employer, as a health care provider, is required to comply with the Health and Disability Standards on employee resourcing levels.

10.5. The Employer, as a health care provider, is encouraged to comply with the NZ Standards Indicators for Safe Aged Care and Dementia Care SNZ HB 8163:2005 including the indicator for Monitoring Service Provider (direct care staff) levels as a minimum.

10.6. Noting the provisions in clause 10.1(b) above, up to 10 hour shifts may be worked by mutual agreement. Overtime shall apply if, by mutual agreement, an employee works more than 10 hours in any one shift.

10.7. No employee shall be compelled to work more than 5 hours without an uninterrupted interval of at least half an hour for a meal. If a meal break is worked through at the request of the Employer, or an employee is specifically requested to stay on the premises during their meal break/s, the break will be paid for. Wherever possible, and when requested, employees required to remain on duty throughout a meal break will be entitled to consume a meal.

10.8. Where employees are required to work overtime, they may purchase meals from Metlifecare facilities at a cost of no more than $5.00 per meal.

10.9. Employees shall be allowed a rest period of 15 minutes within each three hours of duty without deduction from pay. The Employer shall make available tea, coffee, milk and sugar for all employees.

10.10. Unless agreed per clause 10.6 above, the ordinary hours of work for a night shift employee shall not exceed eight hours per shift, which shall include a paid meal break.

10.11. All interchange of shifts shall be subject to the approval of the Manager, who must be notified of the changes 3 days in advance. Such approval will not be unreasonably withheld.

10.12. Employees shall not be brought back to work after their day's work has finished until after a break of eight hours. Any period during which an employee is required to work within twelve hours of their starting time or within eight hours of their previous finishing time shall be paid at the rate of time and a half for the hours worked.

10.13. Employees who were members of the E tū Incorporated and who were working broken shifts as at 17 April 1998, if this arrangement was at management's request, may choose to continue working them and will be paid the broken shift allowance specified in **SCHEDULE** of this Agreement.

10.14. Wherever practicable, additional hours shall be offered to existing employees in the first instance.

10.15. Notwithstanding clause 10.12, by mutual agreement between the Employer and an Employee, the Employee may work additional hours within a 12-hour period without requiring an eight-hour break between shifts, provided that:

(a) The additional hours are offered by the Employer and are voluntarily accepted by the Employee, and
(b) The periods of duty may be worked in the same or different roles, departments or locations; and
(c) One period of duty does not start and end between 2300 and 0700; and
(d) Each period of work will be treated as a separate period of duty for rostering purposes, but the total hours worked across both periods will be aggregated for the purpose of applying clause 11.1 (Overtime); and
(e) The hours shall be paid at ordinary rates up to a total of 10 hours (excluding breaks) within the 12-hour period, and hours worked in excess of 10 hours shall be paid at overtime rates in accordance with clause 11.1; and
(f) This arrangement shall not constitute a split shift for the purposes of clause 10.13, nor be used as a substitute for standard rostering practices.
(g) For the purposes of interpreting clause 10.6 the 10-hour threshold applies to the aggregated hours under clause 10.15
(h) The clause is intended to support employees who wish to pick up additional hours or work across roles, and/or locations on the same day, without being disadvantaged to do so by the minimum eight-hour break incurring overtime as per clause 10.12.
(i) This arrangement does not override the Employer's obligation under clause 10.1 and the Health and Safety at Work Act 2015 to ensure rosters are designed to manage fatigue and other known risks.

11. OVERTIME AND WEEKEND RATES/ALLOWANCES

11.1. All time worked in excess of ten hours in any one day or 80 hours fortnightly between Monday and Sunday in any fortnight period, shall count as overtime and be paid for at the rate of time and a half for all hours worked. Any overtime shall be mutually agreed by both the Employer and employee. This clause shall not be used to financially disadvantage established overtime arrangement for individuals.

11.2. Employees required to work between the hours of midnight Friday and midnight Sunday shall be paid the weekend allowance.

12. RATES OF WAGES AND ALLOWANCES

12.1. The minimum wage rates for each classification are detailed in **SCHEDULE 1** of this Agreement.

12.2. The circumstances under which allowances are payable are set out below.

Allowance	Rate	When Payable
Weekend for all employees other than Enrolled and Registered Nurses	$4.00 per hour worked	For employees who work between midnight Friday/Saturday and midnight Sunday/Monday.
Weekend for Enrolled and Registered Nurses	T1.5 per hour worked	For ENs and RNs who work between midnight Friday/Saturday and midnight Sunday/Monday
Night Shift for all employees other than Enrolled and Registered Nurses	$15.00 per night	For all night shift employees excluding ENs and RNs

Night Shift for Enrolled and Registered Nurses	T1.25 per hour worked	For all night shift hours, except when the night shift hours overlap the conditions for the weekend allowance, in which case the weekend allowance of T1.5 is the only applicable allowance.
On Call	$30.00 per 24 hour period	For employees required to remain on call. Overtime rates will apply if employees are called back to work by the Employer while on call.
Call Back	Minimum 3 hours payment	For employees required to return to work to attend to emergency situations, a minimum of 3 hours will be paid regardless of the actual hours worked.
Shift at short notice	$15.30 per shift	For employees who are requested by Management and agree to work a shift (other than their rostered shift) at short notice: such notice having been given within 8 hours prior to that shift commencing.
Shift Charge	$0.80 per hour	For a Caregiver Level 1 or 2 required to accept extra responsibility when there is no Registered Nurse on duty at the site, even when a Registered Nurse or Nurse Manager is on call. The allowance shall not be paid for the period between the end of the night shift and the Nurse Manager coming on duty. The allowance is also payable when an employee takes an "acting up" role e.g. Kitchen Hand taking on responsibilities of a Cook. This allowance also applies to a Kitchen Hand who, in the absence of the Cook, is required to accept the responsibilities of a cook.
Facility Supervisor	$1.10 per hour	For a Registered Nurse other than a Senior Registered Nurse who replaces the Nurse Manager between Monday and Friday inclusive.

13. CAREER PROGRESSION FOR CAREGIVERS, HOME SUPPORT WORKERS, DIVERSIONAL THERAPISTS AND ACTIVITIES CO-ORDINATORS COVERED BY PAY EQUITY SETTLEMENT

13.1. In accordance with the Pay Equity Settlement, we encourage employees to obtain their relevant New Zealand Qualifications (Health & Wellbeing Certificate, Careerforce, or their relevant equivalent) within the following time periods.

Qualification	Time Period
Level 2 NZ Certificate	Within 12 months of employment
Level 3 NZ Certificate	Within 24 months of employment
Level 4 NZ Certificate	Within 36 months of employment

14. CAREER PROGRESSION FOR EXISTING CAREGIVERS, HOME SUPPORT WORKERS, DIVERSIONAL THERAPISTS AND ACTIVITIES CO-ORDINATORS WORKERS AS AT 1 JULY 2017

14.1. Eligible employees will progress under this scale on the basis of either service or qualifications, whichever is the most advantageous to them as set out below:

Progression Level	Qualification/Service
Level 2	On attainment of Level 2 Qualification or after the completion of 3 years current continuous service with employer as of 1 July 2017
Level 3	On the attainment of Level 3 Qualification, or after 8 years current continuous service with employer as of 1 July 2017.
Level 4	On the attainment of Level 4 Qualification.

*"Qualifications" are those recognised by NZQA or equivalent

14.2. For more detailed career progression information for the above roles please see your manager. Additionally, the Regional Clinical Manager and Learning and Development Manager is also available for advice.

15. CAREER PROGRESSION FOR ENROLLED NURSES, FOOD SERVICE ASSISTANTS AND DOMESTIC AIDS

CATEGORY	COMPETENCIES
Enrolled Nurse	• By appointment. • 2 years' experience in gerontological care. • Annual practicing certificate. • Current Comprehensive First Aid Certificate. • Demonstrates a working knowledge of Health & Safety and risk management practice. • Evidence of on-going education in gerontology. • A commitment to the training of caregivers. • Attends fire & evacuation training and trial evacuations on at least an annual basis. • Reads and signs Health & Safety manual and other policies and offers amendments where appropriate. • Achieves a satisfactory performance appraisal undertaken within previous 12 months. Nurse/Care Services Manager confirms performance has been maintained (or improved) to the standard indicated in the last performance appraisal.

COMPETENCIES	EVIDENCE
Food Service Assistant – Level 1	
• Complete Metlifecare orientation for Food Service Assistants. • Attends and completes Practical Workplace First Aid Certificate. • Completes the reading and training for Health and Safety.	• Food Service Assistant Metlifecare Orientation and orientation Self-Directed learning package is signed off by Kitchen/Village Manager within 3 months of commencement of employment. • Completes First Aid Training – Certificated. • Has signed that s/he has read and understands the Health and Safety Manual and other policies.

• Attends fire and evacuation training and trial evacuations.	• Has a current education record of fire and evacuation training and trial evacuations.
Food Service Assistant – Level 2	
• Experience in a food services environment. • Achievement of approved courses/ qualifications in: • Food Safety • Customer Service • Money Handling (where required by site) • Coffee making (qualified Barista) • Basic cookery/food preparation (leads to career progression to Cook role, if desired) • Attends and completes Practical Workplace First Aid Certificate. • Actively participates and promotes Health and Safety in the workplace. • Attends fire and evacuation training and trial evacuations on at least an annual basis. • Able to familiarise new staff to the village. • Has a working knowledge of all policies and protocols in the workplace. • Performance appraisal, maintains the requirements outlined in the Job Description.	• Minimum three months' employment with Metlifecare working as a Food Service Assistant or similar role • Completed courses as required. Current certificated or equivalency as agreed criteria. • Has a current First Aid certificate. • Demonstrates knowledge of health and safety and risk management practice and other policies. • Has completed compliance training – fire and evacuation training annually. • Has attended at least 80% of in-service education and staff meetings in the workplace. • Is able to act as a buddy/resource person with new Kitchen staff. • Has read through the policies and procedures (MLC) and signed as read. • Achieves a satisfactory performance appraisal undertaken within previous 12 months. Kitchen/Village Manager confirms performance has been maintained (or improved) to the standard indicated in the last performance appraisal.

COMPETENCIES	EVIDENCE
Domestic Aid – Level 1	
• Complete Metlifecare orientation for Domestic Aids. • Completes the reading and training for Health and Safety. • Attends fire and evacuation training and trial evacuations.	• Domestic Aid Metlifecare Orientation and corresponding work-book is signed off by Nurse/Care Services/Village Manager within 3 months of commencement of employment. • Has signed that s/he has read and understands the Health and Safety Manual and other policies. • Has a current education record of fire and evacuation training and trial evacuations.
Domestic Aid – Level 2	
• Experience in domestic support service. • Achievement of approved courses/ qualifications in: • Infection Control • Chemical Safety • Challenging Behaviour • Attends and completes Practical Workplace First Aid Certificate (if required by site).	• Minimum one year's experience working as a Domestic Aid or similar role, including minimum six months' employment with Metlifecare. • Completed courses as required. Current certificated or equivalency as agreed criteria. • Has a current First Aid certificate. • Demonstrates knowledge of health and safety and risk management practice and other policies.

• Actively participates and promotes Health and Safety in the workplace. • Attends fire and evacuation training and trial evacuations on at least an annual basis. • Able to familiarise new employees to the village. • Has a working knowledge of all policies and protocols in the workplace. • Performance appraisal, maintains the requirements outlined in the Job Description.	• Has completed compliance training – fire, Manual Handling and evacuation training annually. • Is able to act as a buddy/resource person with new Domestic employees. • Has read through the policies and procedures (MLC) and signed as read. • Achieves a satisfactory performance appraisal undertaken within previous 12 months. Nurse/Care Services/Village Manger confirms performance has been maintained (or improved) to the standard indicated in the last performance appraisal.

16. CAREER PROGRESSION FOR REGISTERED NURSES

16.1. Please refer to the Metlifecare Nurses Career Pathway for the levels of progression.

16.2. The parties shall work together collaboratively to agree and apply appropriate qualifications and/or evidence measures of skill and capability progression for all non-care roles.

17. EDUCATION

17.1. The Employer is aware of the value of having a trained and educated workforce and will encourage employees to be trained and educated by ensuring that employees have access to development and training.

17.2. The Employer encourages employees to be trained and to that end will encourage those employees who wish to commence and/or complete relevant Careerforce, Service IQ, or other relevant NZQA recognised qualifications.

17.3. The Employer is also aware of the vital role that the Registered and Enrolled Nurses play in the care of residents and encourage those nurses to complete, at a minimum, all Nursing Council education requirements necessary to maintain their practicing certificates.

17.4. When the employee undertakes education that is directed, required and approved by the Employer, whether online or in person, then upon successful completion, the Employer will pay for course fees and reasonable travel and accomodation. If the employee is required to attend education courses when he/she would normally be rostered to work, he/she will be paid for the hours that he/she would normally be rostered for.

17.5. When the employee wishes to attend education that is not directed or required by the Employer, the reasonable costs of enrolment and participation may be recovered by the employee on the basis of written application in accordance with the Education Assistance Policy and Procedure.

17.6. Caregivers who are members of the NZNO or E tū Incorporated and who are studying for any Careerforce qualification or equivalent NZQA approved age care qualification shall be entitled to one paid hour per completed module/unit standard and the Employer shall pay all costs of training for the Careerforce qualification. There will be no retrospective payment prior to the currency of the agreement.

17.7. Metlifecare undertakes with best endeavours to offer those employees who have started, but have yet to complete, the Careerforce certificate or equivalent, the opportunity to complete the Careerforce certificate within a six-month timeframe. Metlifecare shall also (within reason) support those employees for whom English is a second language to enable them to achieve the Careerforce certification. Metlifecare shall monitor the Careerforce training to ensure consistency of delivery across the organisation.

17.8. Within six months of settlement, the Employer shall assess all union members to determine their current qualification. Where an employee indicates a desire to expand their qualifications the Employer shall work with the employee to support them to achieve this.

17.9. With the exception of compliance training and care and support settlement obligations, for casual employees' access to training shall be determined on a case by case basis.

18. PRACTISING CERTIFICATES

18.1. The Employer shall reimburse employees for the cost of renewing their practicing certificates where the certificates are applicable to the job being performed and are required by the Employer, upon receipt of an Expense Claim form.

18.2. The Employer shall provide reasonable paid leave for Registered Nurses and Enrolled Nurses to undertake the professional development hours that are required to maintain the employee's practicing certificate, in accordance with the guidelines of the NZ Nursing Council.

19. PUBLIC HOLIDAYS

19.1. Employees who work on Christmas Day, Boxing Day, New Year's Day, the day following New Year's Day, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Matariki, Anniversary Day (or a day in lieu thereof) shall be paid the penal rates specified in the Schedule of Wages and Allowances for all hours worked on such days. In addition, employees who are required to work on the above public holidays shall be entitled to an alternative holiday for working on these days if it would have otherwise been a working day.

19.2. Where an employee is not required to work on one of the holidays referred to in 19.1, it being a day that would otherwise have been a working day for the employee, the employee shall be paid their relevant hourly/daily rate of pay for that day.

19.3. In the case of part-time employees who do not work a regular pattern or fixed shifts they must have worked on that day fifty percent or more of the time in the last six weeks for the day to be considered an otherwise working day.

19.4. Where any of the holidays specified in 19.1 of this clause occur during the currency of the full-time employees' annual holiday, these employees shall have these public holidays paid and not taken from their annual holiday entitlement.

19.5. Where Christmas Day (25 December) and New Years Day (01 January) fall on a Saturday or Sunday the following shall apply:

(a) An employee who works on the Saturday or Sunday which would otherwise be a working day for the employee on which Christmas Day and/or New Year's Day falls shall be paid double their relevant hourly rate (T2) for all hours worked, and will have entitlement to an alternative holiday for working on these days.

(b) An employee who works on the officially recognised Christmas Day and/or New Year Day i.e. the transferable day, which would otherwise be a working day for the employee, shall be paid double their relevant hourly rate (T2) for all hours worked and will have entitlement to an alternative holiday for working on these days.

19.6. The parties agree that alternative days shall be taken within six months following the public holiday. An alternative day is to be taken by the employee on a day that is agreed between the Employer and employee.

19.7. If both parties cannot agree on when an alternative holiday is to be taken, then the day may be taken:

(a) on a date determined by the employee, taking into account the Employer's view as to when it is convenient for the employee to take the day.

(b) within 12 months of the employee's entitlement to the alternative holiday having arisen.

20. LONG SERVICE INCENTIVE

20.1. An employee shall be entitled to long service incentive payments or the equivalent time on paid leave as follows:

(a) A one-off payment equivalent to one week's pay after the completion of five years of continuous service with the Employer;

(b) A one-off payment equivalent to two weeks' pay after the completion of ten years of continuous service with the Employer;

(c) A one-off payment equivalent to three weeks' pay after the completion of fifteen years of continuous service with the Employer;

(d) A one-off payment equivalent to three weeks' pay after the completion of twenty years continuous service with the Employer;

(e) A one-off payment equivalent to three weeks' pay after the completion of twenty-five years continuous service with the Employer;

(f) A one-off payment equivalent to four weeks' pay after the completion of 30 years continuous service with the Employer;

(g) A one-off payment equivalent to five weeks' pay after the completion of thirty-five years continuous service with the Employer.

20.2. Payments for all such long service incentives should be calculated at the average weekly earnings of the preceding 52 weeks.

21. ANNUAL LEAVE

21.1. In accordance with the Holidays Amendment Act 2004 all employees shall be entitled to four weeks' annual holidays.

21.2. The third and fourth weeks' holiday may be taken in conjunction with or separately from the first two weeks as may be mutually arranged between the Employer and the employee.

21.3. Employees entitled to holidays shall receive payment for them prior to commencing the holiday, provided written notice has been given by the employee to the Employer of this requirement.

21.4. Annual leave shall be taken within 12 months of it falling due. Where any leave remains untaken 12 months from date of entitlement, the Employer reserves the right to direct the employee to take the leave. Notwithstanding the above, annual leave entitlements may be accrued beyond the 12 months by agreement.

21.5. Any unpaid leave requested by employees will be granted at the sole discretion of the Manager. The Employer will make reasonable efforts to respond to all leave requests within 7 calendar days of the receipt of the leave application.

22. SICK LEAVE

22.1. At commencement of service with the Employer an employee shall be entitled to five days sick leave. The employee shall be entitled to five days sick leave for each six months thereafter. Unused sick leave may be accumulated up to a maximum of 50 days in total. Unused sick leave will not be paid out on termination of employment. The Employer may, at its discretion, allow additional sick leave.

22.2. Sick leave payment is calculated at the relevant hourly/daily rate of pay.

22.3. Sick leave is available where the employee is unable to attend work in the following instances:

(a) When the employee is sick; or

(b) The spouse/partner of the employee is sick; or

(c) A dependent child or dependent parent of the employee or of the spouse of the employee is sick; or

(d) The employee is absent due to a nonwork- related injury.

(e) Other situations not covered by (a), (b), (c), (d), above, will be considered in the light of the individual circumstances and paid sick leave may be granted, on a case-by-case basis, at the discretion of the Employer.

22.4. Where an employee is sick on a public holiday, which would otherwise be a working day, that day's sick leave shall not be deducted from the sick leave entitlement.

22.5. The granting of sick leave is conditional upon:

(a) The employee ensuring that, wherever possible and with the exception of emergencies, all absences are notified to the Employer at least four hours prior to the commencement of the shift.

(b) The Employer may require the provision of a medical certificate, but will only do so in accordance with the provisions of the Holidays Act 2003 and subsequent amendments.

22.6. In the event that the employee has no entitlement left, they may be granted additional sick leave. In considering the granting of leave under this clause, the Employer shall recognise that discretionary sick leave is provided to ensure the provision of reasonable support to the employee having to be absent from work where their entitlement has been exhausted.

(a) Requests should be considered at the closest possible level of delegation to the employee and in the quickest time possible, taking into account the following:

iii. The employee's length of service;

iv. The employee's attendance record;

v. The consequences of not providing the leave;

vi. Any unusual and/or extenuating circumstances, including where an infectious outbreak in the residential care facility, such as norovirus, has been confirmed by Public Health.

(b) Reasons for a refusal shall, when requested by the employee, be given and before refusing a request, the decision maker is expected to seek appropriate guidance.

23. FAMILY VIOLENCE LEAVE

23.1. Metlifecare provides for paid leave to support those employees impacted by family violence in line with legislative requirements. Please refer to the Metlifecare Leave Policy and related forms available on MetNet for entitlements under this policy.

24. BEREAVEMENT (TANGIHANGA) LEAVE

24.1. The intent of the provision is to provide every reasonable opportunity for an employee to mourn and/or to pay respect to a deceased person (including a stillbirth or miscarriage) with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent) or Hura Kohatu (unveiling).

24.2. The Employer may approve up to five days bereavement leave on pay. In granting the leave, the Employer must take into account the following points:

(a) The closeness of the association between the employee and the deceased, which need not be a blood relationship.

(b) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death.

(c) The amount of time needed to discharge properly any responsibilities or obligations.

(d) Reasonable travelling time should be allowed, but for cases involving overseas travel, that might not be the full period of travel.

(e) A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any arrangements needed. In most cases approval shall be given immediately but may be given retrospectively where necessary.

(f) If paid bereavement leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.

(g) The Employer may require that satisfactory proof be produced when paid leave is requested.

25. PARENTAL LEAVE

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

26. HEALTH AND SAFETY

26.1. The Employer shall take all reasonable precautions for the safety and health of all employees employed in its facilities and be especially mindful of its duty under the Health and Safety at Work Act 2015 (HSWA), which requires that employees have the opportunity to be involved in the development of health and safety procedures.

26.2. Employees must comply with all occupational safety and health statutory obligations (and any other relevant legislation that may apply from time to time), Employer policies, procedures, rules and any special work requirements while carrying out work for the Employer.

26.3. Employees must report all incidents and near misses to the Employer immediately after the incident has occurred.

26.4. Employees must wear the personal protective clothing with which they have been issued at all appropriate times.

26.5. The Employer may, as required and at its discretion, amend its Health and Safety policy to take into account current legislation, changes in work practice and improvements in safety techniques and equipment. Employees will be involved in the development of such policy changes.

26.6. Each facility shall have an elected Health and Safety Committee.

27. JOINT CONSULTATIVE COMMITTEE

27.1. Consultation and participation:

The parties to this Agreement commit themselves to a process by which the feelings and interests of employees are regularly taken into consideration by management and by which information is shared. The purpose of this process is:

(a) To provide mutual opportunities for the parties to this Agreement to discuss and explain at all levels their respective objectives and opinions.

(b) To provide employees with opportunities to participate in the decision-making process by providing access to information and opportunities for input.

(c) Accordingly, the parties to this Agreement agree to continue to explore ways in which consultation and participation at all levels can be improved.

27.2. Joint Consultative Committee:

There shall be a Joint Consultative Committee ("the Committee") established in the workplace of not less than two employees, who shall be elected annually by the employees covered by this Agreement.

27.3. The function of this Committee will be:

(a) Promote and foster harmony, co-operation and communication in the workplace through consultative and participative processes between the Employer, their employees and their union.

(b) Discuss and prove the facts of the problems of the employees, and after such discussions, present the problems and possible solutions to the management of the Employer.

(c) Compile matters to add to the agenda of the Committee meetings. This portion of the agenda will be chaired by the Committee who will act as spokespeople for the other employees.

(d) Liaise with the appropriate union where necessary, especially if disciplinary matters are involved.

27.4. The management of the Employer and the Committee shall meet at least twice per calendar year at times to be agreed by the parties.

27.5. When meeting with management at Committee meetings this time will be paid at ordinary rate.

27.6. Recommendations and the work of the Committee shall not prejudice the rights of either the employees or the Employer bound by this Agreement.

28. LOBBY LEAVE FOR DELEGATES

28.1. The employer shall grant reasonable paid time off to union delegates, provided it is no greater than one hour per month (but which may be increased at the employer's sole discretion) to organise and lobby for improved industry funding. The use of this time must be subject to adequate notice.

28.2. The request to utilise this "paid lobby release" must be accompanied by a written request detailing how this time will be spent and the anticipated outcome of the lobbying.

28.3. The parties shall review the operation of this clause as necessary.

28.4. The efficacy of this clause will be evaluated at each negotiation and therefore will have a term of expiry at the date of renewal of each Agreement.

29. COMPANY PROPERTY

29.1. Uniforms, and where necessary, aprons, and rubber gloves, shall be supplied to all employees. Safety shoes and safety equipment will be provided to employees that require it.

29.2. Employees shall be provided with a secure cupboard area for the safe keeping of their belongings while on duty.

29.3. The Employer shall provide all tools required by maintenance and gardening employees, or, if such equipment is not supplied, an allowance of $5.00 per week shall be paid for the use of the personal provision of these necessary items.

29.4. Where uniforms or other equipment are supplied by the Employer, these items continue to be the property of the Employer and are required to be returned at the termination of employment (or shortly thereafter) in reasonable condition, given fair wear and tear.

29.5. The Employer may make a deduction from the wages or final pay of an employee who fails to return or account for uniforms or, other Employer property with which the employee has been issued. The rate of deduction shall be the cost of the item not accounted for after due allowance has been made for reasonable fair wear and tear.

30. DRESS

30.1. In consideration of a shoe and other appropriate clothing allowance, which is incorporated in the rates of pay, the Employer may require an employee to wear reasonable footwear and other clothing in the course of their employment and comply with the dress code.

31. TERMS OF EMPLOYMENT

31.1. No employee shall be engaged at less than the wages (or the hourly rates for part time and casual employees) provided for in the particular classes of employees.

31.2. Employees are responsible for being familiar with and understanding company policy, and to understand the consequences if these policies are breached.

31.3. Wages shall be paid in full fortnightly by direct credit to a bank account of the employee's choice.

31.4. Each employee shall be provided with a wages slip showing their name, address, work description and how the pay has been calculated.

31.5. The Employer may make rateable deductions from employees' pay for sickness or accident (when the employees have no special leave), absence or default.

31.6. Internal vacancies shall be managed in accordance with the Metlifecare Recruitment Policy.

32. POLICE VETTING

32.1. Offers of employment are conditional on the Employer being provided with a copy of the prospective employee's criminal conviction record via Police Vetting Checks, and being entirely satisfied, at its reasonable discretion, having considered the currency, severity and relevance of any conviction(s), with the contents of that record.

33. EQUAL EMPLOYMENT OPPORTUNITY

33.1. The Employer is committed to policies which ensure the absence of discrimination in employment on the grounds of race, colour, sex, marital status, religious belief, disability, sexual orientation, union and political affiliation and to the promotion of equal employment opportunity for all employees.

33.2. The Employer will comply with all legislative requirements covering equal employment opportunities.

34. TERMINATION OF EMPLOYMENT

34.1. Except in the case of casual employees and registered nurses, employment may be terminated by the Employer or the employee giving two working weeks' notice, unless a lesser time is agreed to by both parties in writing.

34.2. Registered Nurses' employment may be terminated by the Employer or the employee giving four working weeks' notice, unless a lesser time is agreed to by both parties in writing.

34.3. No formal notice of termination of employment shall be required from or be given to casual employees except where the Employer or the casual employee wishes to terminate the employment during a work period. In such cases one day's notice of termination shall be given.

34.4. The Employer may, at its discretion pay the employee in lieu of notice for all or part of the notice period.

34.5. If an employee does not give the required notice, the Employer reserves the right to deduct an amount equivalent to a day's wages for each unworked day of the notice period from payments due to the employee.

34.6. The Employer reserves the right to dismiss an employee instantly for serious misconduct, in line with the Disciplinary & Termination Policy in **Error! Reference source not found.**.

34.7. Where an employee is dismissed due to serious misconduct, payment of wages up to the day of dismissal only will be made.

34.8. Where employees absent themselves from work for a continuous period exceeding three working days without notifying the Employer or without good reason, they shall be deemed to have abandoned their employment and resigned without notice.

34.9. Employees shall be paid all wages and other payments due on the payday following termination of their employment.

35. SUSPENSION

35.1. The Employer reserves the right to suspend the Employee on full pay while investigating serious misconduct, wilful negligence in the performance of duties, or any other serious misconduct or repeated breach of this Agreement or company policy. Due consideration shall be given before any suspension decision is finalised. Pay while on suspension will be for rostered hours work only.

36. DISCIPLINARY ACTION

36.1. Disciplinary action shall be carried out in accordance with the provisions of **Error! Reference source not found.** of this Agreement.

37. SURPLUS STAFFING

37.1. The Employer recognises the serious consequences that the loss of permanent employment can have on employees and proposes to minimise this by relocation and/or retraining where possible. The parties agree that it is preferable that employees be encouraged to remain in relocated employment, rather than be paid redundancy pay. Every endeavour shall be made to enable mutually agreed relocation in accordance with 37.2 of this Agreement.

37.2. Where relocation is an option, it shall be offered to employees as an alternative to redundancy. Employees relocating shall, wherever possible, be offered a position substantially the same in terms of job designation, content, responsibility and seniority, providing that such position is acceptable to the employee who will not unreasonably withhold their acceptance.

37.3. However, in the event that the employee's position becomes surplus to the needs of the Employer, the employee shall be given six weeks' notice of termination of employment or at the discretion of the Employer, be paid in lieu thereof. The notice period specified in this clause shall be inclusive of the notice period specified in the Termination clause above.

37.4. Redundancy compensation shall be calculated on the basis of four weeks' pay for the first year of current continuous service and two weeks' pay for each subsequent year of service. Both such amounts are to be pro-rated on the basis of the number of days worked by the

Employee as a percentage of the number of days in the year commencing on the Employee's start date. Notwithstanding the provisions of this clause 37.4, redundancy compensation is capped at a maximum of 12 months' earnings.

37.5. For the purposes of this clause, a week's pay shall be calculated as the average number of hours worked in the four weeks prior to the notice of redundancy being given.

37.6. The payment of redundancy compensation shall be contingent upon the employee remaining at work and performing their assigned duties normally until the expiry of the notice period, if so required by the Employer.

37.7. If the employee finds an alternative position during the notice period, the employee may with the prior consent of the Employer, terminate their employment prior to the expiry of the notice period without forfeiting their right to redundancy compensation, but the employee would not be paid for the unworked period of notice.

37.8. Except where a transfer has been arranged, the employee will be given reasonable time to attend interviews for alternative employment without loss of pay, provided that they obtain the prior consent of the Employer and that proof of having attended an interview can be furnished to the Employer if required.

37.9. No redundancy compensation shall be payable in any situation where the termination of the employee's employment arises as a result of the merger, amalgamation, or reconstruction of the whole or part of the Employer's business if the person acquiring the business or part being merged, amalgamated, or reconstructed has offered the employee employment in the business or part of it and the conditions of employment offered to the employee by the person acquiring the business or part of it are generally no less favourable than those provided for by this Agreement.

37.10. The Employer shall supply written references at the request of the redundant employee.

37.11. The Employee's entitlements and the process that will apply in the event of a restructuring are set out in the Employee Protection Provision in clauses 38.7 or 38.8 below.

38. EMPLOYEE PROTECTION PROVISION (EMPLOYMENT RELATIONS ACT 2000 AND AMENDMENT ACT NO 2) – VULNERABLE EMPLOYEES (DOMESTIC AIDS, KITCHEN HANDS)

38.1. This clause applies to employees who are defined in Schedule 1A of the Employment Relations Act 2000.

38.2. For the purposes of this clause a "Restructuring" is where the Employer has entered into a contract or arrangement under which its business (or part of it) is to be undertaken by another person or business, or where the Employer terminates such a contract or arrangement and the work is to be carried out by another person, or where the Employer's business (or part of it) is to be sold or transferred to another person or business (other than in the circumstances excluded by section 69B of the Employment Relations Amendment Act).

38.3. The phrase "New Employer" means the person who the contract or business will be transferred to.

38.4. Before a Restructuring takes place, all affected employees will be able to decide, within a reasonable timeframe specified by the Employer, whether or not they wish to transfer to the New Employer.

38.5. If an employee wishes to transfer to the New Employer, that employee will become an employee of the New Employer from a date to be agreed between themselves and the Employer, or from when the Restructuring takes effect. From that date, their terms and conditions of employment as contained in this Agreement will continue to apply, their previous service to the Employer will be recognised, and they will not be redundant.

38.6. If an employee does not wish to transfer to the New Employer, they may freely choose not to do so, they will not be entitled to redundancy notice or compensation and the Employer will have no obligation to find them an alternative role.

38.7. Where contracting out is being considered, the Employer shall consult the Unions about proposals on contracting out, including discussing and agreeing on options available to affected employees.

38.8. Where contracting out or Restructuring is being considered, the Employer shall make best endeavours to ensure that all employees covered by this agreement are offered employment on no less than their existing terms and conditions and with continuous service by the incoming service provider or New Employer.

39. EMPLOYEE PROTECTION PROVISION (EMPLOYMENT RELATIONS ACT 2000 AND AMENDMENT ACT NO 2) – OTHER EMPLOYEES

39.1. For the purpose of this clause, a "Restructuring" is where the Employer has entered into a contract or arrangement under which its business (or part of it) is to be undertaken by another person or business, or where the Employer's business is to be sold, or transferred to another person or business (other than in the circumstances excluded by section 69L(1)(b) of the Employment Relations Act 2000 and Amendment Act (No.2)). This clause is to protect employees from being disadvantaged where a sale, transfer or contracting out is being considered.

39.2. In the event of such a Restructuring affecting an employee's position, the Employer shall, as soon as is reasonably practicable, taking into account the commercial and confidentiality requirements of the business, commence negotiations with the other party involved in the Restructuring (the "Other Party") concerning the impact of the restructuring on that employee.

39.3. In those negotiations, the Employer will, subject to any statutory, commercial confidence or privacy issues, provide the Other Party with all information about the employees who will be affected by the Restructuring, including all details of their terms and conditions of employment.

39.4. The Employer shall endeavour to ensure that all employees covered by this Agreement are offered employment on no less favourable terms than their existing terms and conditions by the Other Party.

39.5. However, whether the Other Party offers employees ongoing employment and on what terms and conditions, will ultimately be the decision of that Other Party.

39.6. Where an employee's employment is being terminated by the Employer by reason of the contracting out, sale or transfer of the whole or part of the Employer's business, and the Other Party does offer you employment (and including where that offer is rejected), nothing in this Agreement shall require the Employer to pay compensation for redundancy if:

(a) The Other Party treats service with the Employer as if it were continuous; and

(b) The conditions of employment offered by the Other Party are generally no less favourable than the conditions of employment as detailed in this Agreement, including all service related, hours of work and staff surplus conditions; or

(c) The offer of employment by the Other Party is an offer of employment in the same capacity and for the same hours of work as exists under that in which they were employed by the Employer or in any capacity the employee is willing to accept provided that they are not disadvantaged in hours of work and wages.

39.7. An employee will be given notice of termination and redundancy compensation as set out in clause 34 of this Agreement where:

(a) they are not offered employment; or

(b) the Other Party does not treat service with the Employer as if it were continuous; or

(c) they are offered employment on terms and conditions which are generally less favourable and reject that offer; or

(d) they are offered employment for different hours of work than that in which they were employed by the Employer and that offer will disadvantage them in the hours worked and in wages.

40. CONTINUITY OF SERVICE

40.1. Where a facility or facilities are transferred or sold to another company or Employer without interrupting the continuity of work, continuous service under this Agreement with the previous Employer shall, for the purposes of this Agreement be deemed to have been continuous service with the new company or Employer.

40.2. Where an employee transfers from one facility to another and without interrupting the continuity of work, service shall be deemed to be continuous, and all service-related entitlements shall continue as if there had been no break in service.

41. HARASSMENT, DISCRIMINATION & BULLYING

41.1. The Employer has a policy on harassment, discrimination and bullying which forms part of this Agreement and is available to all employees in the Employer's Policy Manual and attached at APPENDIX B. Changes to the policy during the term of this Agreement will be recorded in the Employer's Policy and Procedure Manual and notified to employees.

42. CONFIDENTIALITY OF MATTERS

42.1. Employees agree not to bring the Employer into disrepute by either conduct or words.

42.2. All transactions, records and information pertaining to the business of the Employer and its customers, residents and employees, shall be held in strict confidence by all employees, both during the period of their employment and after termination.

42.3. Employees agree not to enter into agreements or obligations which may bind the Employer without the prior written consent of the Employer.

43. INDUSTRIAL RELATIONS

43.1. Access:

(a) Authorised representatives of the E tū Incorporated/NZNO, parties to this Agreement shall be entitled to enter the workplace at reasonable times for planned meetings to meet and talk with members and employees who may be entitled to become members.

(b) Where the union representative's visit will require employees to come off the floor, this shall be agreed with the village manager in advance by email.

(c) Where a union representative enters the workplace, he/she will:

i. Advise the Manager that they are entering the workplace and will follow visitor sign-in procedure, and

ii. Where the Manager is not present, the union representative will leave a note advising the Manager of the visit, and

iii. Comply with all Notices in the workplace including Notices about restricted entry due to, for example, norovirus, infection control, and

iv. Comply with all Health and Safety and security requirements, and

v. Respect residents' bedrooms as private and personal spaces.

43.2. Employee Lists:

(a) The Employer shall, if required in writing by the organising Secretary of the relevant Union, supply a list of names and postal addresses of all employees bound by this Agreement unless specifically requested not to do so by an employee.

(b) The request for a list shall not be made more than once every six months.

43.3. Identification of union members:

(a) Employees shall not be entitled to receive benefits conferred as a result of membership of the relevant Union if the Employer is unaware that they are union members.

(b) The Employer will be aware of union membership if;

i. They have been authorised to deduct union fees from the wages of an employee in the employee's current period of employment or;

ii. If notified by the Union in advance of the commencement of any notice period required to be given to the Employer for such things as attendance at stop work meetings or entitlement to employment relations education leave.

(c) The Unions will notify the Employer, quarterly, of all their members (employee ID number, name, position and location) where membership fees are received by the Union directly from the employee.

43.4. Paid Meetings:

(a) The Union may hold paid stop work meetings of its members for up to a total of four hours per calendar year, provided that:

i. The Union official shall give at least 14 days written notice of intention to hold each such meeting; and

ii. Satisfactory arrangements are made for the maintenance of essential services by the union delegate. The Union delegate will work with the Employer to achieve this; and

iii. Meetings shall be arranged at a place and time mutually agreed upon between the union official and the Employer; and

iv. The Employer shall be supplied with an attendance slip signed by the union official as evidence of attendance at the meeting; and

v. Employees return to work as soon as practicable after the conclusion of such meetings; and

vi. This entitlement is not in addition to that provided for in the Employment Relations Act 2000.

(b) The Employer shall be entitled to make a rateable deduction from the weekly wages of employees who do not comply with the above or who are absent at meetings in excess of the total time of four hours per calendar year agreed to with the relevant Union.

43.5. Recognition of Delegates:

(a) Union delegates will be recognised by the Employer following written confirmation of their election from the union office. Metlifecare recognises that union delegates are the authorised representatives of union members and their role as delegate includes member recruitment, education, attendance at meetings, representation of members, negotiations and consultative forums.

(b) The names of all new employees shall be notified to the delegate following employment, unless the new employee specifically requests that this does not occur.

(c) Subject to prior notification, delegates shall be allowed reasonable paid time to conduct onsite union business.

(d) Subject to prior agreement with Metlifecare and on the application of the authorised representative of the union and on receipt of fourteen days' notice from the employee, delegates shall be released without loss of pay for offsite union business or to attend union training. Agreement shall not be unreasonably withheld. This entitlement is not in addition to that in clause 43.6

43.6. Employment Relations Education Leave:

(a) The Employer will release employees bound by this Collective Agreement on paid education leave in accordance with the provisions of the Employment Relations Act 2000.

(b) The annual allocation of paid education leave for employees bound by this Collective Agreement will be calculated pursuant to Section 74 of the Employment Relations Act 2000.

43.7. Copy of Agreement:

(a) The Employer shall ensure a copy of this Collective Agreement is readily available to all Union members including all new employees whose work is covered by the coverage clause.

43.8. Deductions:

(a) The Employer shall, if instructed by the employee in writing, deduct Union fees from the wages (including from wages payable for periods of paid leave) of members of the E tū Incorporated and NZNO.

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(b) The Employer shall remit all deducted fees to the Unions fortnightly, and the Unions are emailed notification after. Such remittance is to be made as a single bulk direct credit to the Unions' bank account with an identifying reference.

(c) The Employer shall forward to the Union via email where possible, or by post, a schedule detailing the name and address of the employees, the value of the deduction; the employee's payroll number, the termination date of any employee who has left, and details of the period covered by the remittance.

43.9. Union Information:

(a) The Employer agrees to provide new employees with information supplied by E tū Incorporated and NZNO.

43.10. Secondment of Union Delegates/Representatives:

(a) Union delegates/representatives may be granted leave without pay to work for the Union for a period agreed on between the Employer and the Union officials.

43.11. Metlifecare will work with union partners to identify an appropriate place to display union information on a site-specific basis.

44. JURY SERVICE

44.1. The parties to this Agreement agree that considering the nature of the business, should an employee be called for Jury Service, both parties may agree to jointly make application to the court for leave from Jury Service.

44.2. If however, leave of the court is not granted, or the employee wishes to serve, the employee shall be granted jury service leave in accordance with the following conditions:

(a) 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 the Employer provided that:

i. The employee produces the court expenses voucher to the Employer.

ii. The employee returns to work immediately on any day she/he is not actually serving on a jury.

iii. These payments shall be made up to a maximum of five days in respect of each separate period of jury service.

45. EMPLOYMENT RELATIONS PROBLEMS

45.1. An employment relationship problem includes a personal grievance, a dispute and any other problem relating to or arising out of an employment relationship. Employment relationship problems shall be dealt with in accordance with the procedure in Appendix A of this Agreement.

45.2. Should an employee wish to raise a personal grievance, she/he must raise the grievance with the Employer within 90 days from the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, whichever is the later.

46. LEGAL LIABILITY

46.1. The employer undertakes to indemnify all employees under the company's current Professional Indemnity Policy, a copy of which is available to the union and employees on request.

47. SECONDARY EMPLOYMENT/ CONFLICT OF INTEREST

47.1. The Employer acknowledges that a significant proportion of our workforce works part-time shifts and therefore may hold secondary employment, contracts, agreements or business interest and/or activities. In order to avoid conflicts of shifts, employees shall advise their employer of any secondary employment.

48. TERM OF AGREEMENT

48.1. This Agreement shall be deemed to have come into force on 01 August 2026 and shall continue in force until 31 July 2027 (the "expiry date"). The wage rates in this Agreement shall be effective from the dates specified.

49. SIGNATORY PARTIES TO THIS AGREEMENT

For **METLIFECARE LIMITED** on behalf of:
Metlifecare Retirement Villages Limited
Metlifecare Palmerston North Limited

By their duly authorised representative for METLIFECARE LIMITED



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Earl Gasparich, CEO

12 October 2026

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DATE

For E tū Incorporated



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Ian Hodgetts , Negotiation Specialist

16 October 2026

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DATE

For Tōpūtanga Taphui Kaitiaki o Aotearoa: The New Zealand Nurses Organisation Incorporated



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Louisa Jones, NZNO Organiser

16 October 2026

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DATE

SCHEDULE 1

ALL EMPLOYEES
(Applicable to both E Tū Incorporated and NZNO members)

PAY EQUITY SETTLEMENT ROLES – HOURLY RATE FOR CAREGIVERS, HOME SUPPORT WORKERS, DIVERSIONAL THERAPISTS AND ACTIVITIES CO-ORDINATORS

The following minimum rates are to be paid from 1 August 2026.

Pay Equity Settlement minimum rate progression for employees in Caregiver, Home Support Worker, Diversional Therapist and Activities Co-ordinator roles employed;

- **on or before 1 July 2017 is based on qualifications or length of service whichever is most advantageous for the employee**
- **after 1 July 2017 is based on qualifications only; tenure shall not apply**

Length of Service	Qualification	Pay Band	From 1 August 2026
<3 years' service OR	Level 0*	L0	$ 25.73
3+ to 8 years' service OR	Level 2*	L2*	$ 27.25
8+ to 12 years' service OR	Level 3*	L3*	$ 29.64
12+ years' continuous service commencing on or prior to 30 June 2017	-	L4a	$ 30.83
-	Level 4*	L4b*	$ 32.01

*Qualifications are those recognised by NZQA

CLASSIFICATION – NON-PAY EQUITY SETTLEMENT ROLES – HOURLY RATE
The following are the minimum printed hourly rates effective 1 August 2026

Covered Roles		From 1 August 2026
First Cook	$	28.79
Cook	$	27.43
Food Services Assistant - Level 1	$	26.27
Food Services Assistant - Level 2	$	26.65
Domestic Aid - Level 1	$	26.53
Domestic Aid - Level 2	$	27.16
Gardener's Assistant	$	26.27
Gardner	$	26.65
Maintenance Assistant	$	27.31
Security Assistant	$	26.65
Social Coordinator	$	26.65
Receptionist	$	26.65

New Hourly Rates Effective 1 August 2026

REGISTERED NURSE (Care Facilities)		
Enrolled Nurse	$	35.19
Level 1 New Entrants to Practice	$	36.61
Level 2 Registered Nurse	$	42.11
Level 3 Registered Nurse	$	44.49
Level 4 Senior Registered Nurse	$	49.43

Where the minimum wage increase applying during the term of this agreement rises above the rates paid to employees then those rates shall increase at the same time, up to the minimum wage plus 30 cents.

ALLOWANCES

ALLOWANCES WHICH MAY BE PAID IN ADDITION TO BASE PAY	
Weekend Allowance for all employees other than Enrolled and Registered Nurses	For work between midnight Friday and midnight Sunday the following rate applies: $4.00 per hour for all hours worked.
Weekend for Enrolled and Registered Nurses	For work between midnight Friday and midnight Sunday the following rate applies: T1.5 per hour for all hours worked. T1.5 per hour worked
On Call Allowance	$30.00 per 24 hour period
Call Back Allowance	Minimum payment of 3 hours at ordinary rate of pay unless overtime is required.
Shift Charge Allowance (Caregiver L0 or L2)	$0.80 per hour
Facility Supervisor Allowance (Registered Nurses other than Senior RNs)	$1.10 per hour (not accumulative with Shift Charge Allowance)
Night Shift Allowance for all employees other than Enrolled and Registered Nurses	$15.00 per night
Night Shift for Enrolled and Registered Nurses	T1.25 per hour or all night shift hours, except when the night shift hours overlap the conditions for the weekend allowance, in which case the weekend allowance of T1.5 is the only applicable allowance.
Medication Allowance	$10.00 per shift for level 4 qualified Caregivers who are medication administration competent to administer medicines as and when required by the Nurse Manager. There will be no more than one level 4 qualified caregiver approved per shift unless specifically required and requested by the Nurse Manager
Statutory Allowance	All hours worked on Statutory Holidays shall be paid as follows: ANZAC and Waitangi Day T2 the Ordinary Rate Christmas and New Year's Day T2 the Ordinary Rate All other Statutory Holidays T1.5 the Ordinary Rate

APPENDIX A

RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS
EMPLOYMENT RELATIONS ACT

Metlifecare aims to provide a fair workplace for you. At times you may have concerns about your employment and how you are being treated. We would like you to talk to us if this happens.

If we cannot resolve things between us, you can get outside help. Set out below are the services available to you for resolving employment relationship problems.

WHAT IS AN EMPLOYMENT RELATIONSHIP PROBLEM?
An employment relationship problem includes a personal grievance, dispute or other problem relating to your employment relationship with Metlifecare.

Listed below are examples of employment relationship problems:

- If you believe you have been treated unfairly;
- If you believe that you have a personal grievance;
- If you believe that there has been a breach of your employment agreement;
- If there is a dispute over interpretation, application or operation of your employment agreement;
- If you believe there has been unfair bargaining for an individual employment agreement;
- If there is a question about whether you are an employee or an independent contractor;
- If there is a disagreement about arrears of wages or holiday pay, etc.;
- If you are not being allowed to attend union meetings or take employment related education leave; or
- If you get a warning, or are dismissed, and you believe this to be unfair.

WHO CAN HELP YOU WITH AN EMPLOYMENT RELATIONSHIP PROBLEM?
To help you solve your employment relationship problem you can contact:

- Your manager/supervisor or their manager; or
- The Support Office Operations Team or People Team;
- The Ministry of Business, Innovation and Employment ("Ministry") offers free information and has a free mediation service, which can provide us with assistance in working together and resolving the problem;
    - you can contact the Ministry on: 0800 800 863 or www.mbie.govt.nz
- Your site delegate or E tū Incorporated on 0800 864661 or NZNO on 0800 283848; or
- A lawyer

WHAT IS A PERSONAL GRIEVANCE?
A personal grievance means any grievance that you have against Metlifecare because of a claim that:

- you have been unjustifiably dismissed;
- action taken has disadvantaged you in your employment or a term of your employment is unjustifiable;
- you are discriminated against in your job;
- you are sexually harassed in your job;
- you are racially harassed in your job; or
- you have been pressured in your job because of your membership or non-membership to a union or employees' organisation.

WHAT CAN YOU DO IF YOU HAVE A PERSONAL GRIEVANCE?
To raise a personal grievance, you should make us aware of your problem (verbally or in writing) within 90 days (except personal grievances relating to sexual harassment claims*) of the personal grievance arising unless:

- We consent to your raising the personal grievance after 90 days;
- You successfully apply to the Employment Relations Authority ("Authority") for leave to raise the personal grievance after 90 days, in which case we must try to mutually resolve your grievance through mediation; or
- You have three years after raising the personal grievance to bring any action arising from it to the Authority or the Employment Court ("Court").

*For personal grievances relating to sexual harassment claims, the period for raising a personal grievance is 12 months. This means employees have 12 months to raise a grievance about sexual harassment they have experienced in their employment from the moment it happened, or the date they became aware of it, whichever is later.

MEDIATION SERVICES
If we cannot resolve your employment relationship problem between us then either or both of us may request help from the Ministry.

The Ministry provides mediation services which may include:

- Information about rights and obligations;
- information about services;
- assistance in resolving problems; and
- fixing new terms of employment.

PROBLEM NOT RESOLVED AT MEDIATION
If we cannot resolve the problem at mediation, you can refer it to the Employment Relations Authority.

APPENDIX B

Harassment, Discrimination and Bullying Policy

1. Purpose

Metlifecare is committed to providing a workplace that is safe, inclusive, respectful, and free from unlawful discrimination, harassment and bullying.

The purpose of this policy is to:

- Set clear behavioural expectations
- Outline rights and responsibilities
- Provide guidance on reporting and resolution
- Ensure compliance with the human rights act 1993, employment relations act 2000, and health and safety at work act 2015

Unacceptable conduct will not be tolerated.

2. Scope

This policy applies to all:

- Employees (permanent, fixed-term and casual)
- Contractors and consultants
- Residents, visitors and customers
- Applicants and prospective employees

This policy applies:

- At any Metlifecare workplace (village or office), during or outside normal working hours
- At work-related events (e.g. Conferences, client functions, celebrations, off-site meetings)
- When representing Metlifecare externally
- When using digital platforms or social media in a way connected to Metlifecare and or stakeholders

Breaches of this policy may result in disciplinary action, up to and including dismissal.
Where contractors, residents, visitors or customers breach this policy, Metlifecare may take appropriate action, including termination of engagement, removal from premises or trespass.

3. Standards of Behaviour

Everyone at Metlifecare is expected to:

- Treat others with dignity, courtesy and respect
- Not engage in discrimination, harassment or bullying
- Speak up if they experience or witness unacceptable conduct
- Maintain confidentiality during any complaint process
- Act in good faith and not make deliberately false allegations

Managers have additional responsibilities to:

- Lead by example
- Take all reasonably practicable steps to prevent unacceptable conduct
- Ensure their teams understand this Policy
- Act promptly and fairly on complaints in partnership with the People Team

Failure to act on known issues may itself constitute a breach of this Policy

4. Harassment

4.1 General Harassment

Harassment is unwelcome behaviour that:

- Is offensive, humiliating or intimidating; and
- Is either repeated, or sufficiently serious as a single incident; and
- Has a detrimental effect on a person's dignity, work performance or work environment.

Harassment may be verbal, written, visual, digital, psychological or physical.

Intent is irrelevant. Conduct may still constitute harassment even if no offence was intended.

Examples include (but are not limited to):

- Offensive jokes or comments
- Ridicule, mocking or persistent teasing
- Gossip or malicious rumours
- Displaying offensive material
- Hostile, intimidating or degrading behaviour

4.2 Sexual Harassment

Sexual harassment includes:

- Unwelcome sexual advances
- Requests for sexual favours
- Unwelcome conduct of a sexual nature that is offensive, humiliating or intimidating

It may be repeated behaviour or a serious one-off incident.

Examples include:

- Crude comments, sexual jokes, banter or innuendo
- Unnecessary familiarity or inappropriate touching
- Comments about appearance or clothing
- Sending or displaying sexually explicit material
- Pressure for dates or sexual activity
- Stereotyping of sexual preferences
- Sexual assault

Sexual harassment is unlawful under the human rights act 1993 and the employment relations act 2000.

5. Discrimination

Metlifecare is committed to equal employment opportunities and decisions based on merit.
Unlawful discrimination occurs when a person is treated less favourably, or disadvantaged, because of a prohibited ground under the human rights act 1993.
Prohibited grounds include:

- Age
- Disability
- Race, colour, ethnicity or national origin
- Sex (including pregnancy and childbirth)
- Sexual orientation
- Marital or family status
- Religious or ethical belief
- Political opinion
- Being affected by domestic violence

Discrimination may be:

- Direct discrimination – treating someone less favourably because of a prohibited ground.
- Indirect discrimination – applying a policy or requirement that appears neutral but disproportionately disadvantages a person or group and is not reasonable in the circumstances.

Discrimination is unlawful even if there was no intention to discriminate.

It may arise in:

- Recruitment
- Terms and conditions of employment
- Promotion and development opportunities
- Access to training
- Leave requests
- Performance management
- Termination

6. Bullying

Bullying is repeated, unreasonable behaviour directed at a person or group that creates a risk to their health and safety (including psychological harm).

Unreasonable behaviour is behaviour that a reasonable person would consider victimising, humiliating, intimidating or threatening.

Bullying may include:

- Persistent belittling or criticism
- Deliberate exclusion or isolation
- Withholding information
- Spreading rumours
- Intimidation or threats
- Abusive language
- Verbal, psychological or physical abuse

Bullying is not:

- Reasonable performance management
- Constructive feedback
- Lawful disciplinary action
- Differences of opinion
- Allocation of work in accordance with business needs

The distinction is whether the conduct is reasonable and carried out in a fair and respectful manner.

7. Reporting and Complaints

Any person who experiences or witnesses conduct that may breach this policy should report it as soon as practicable to:

- Their Manager; or
- The People Team; or
- A more senior leader if the complaint involves their Manager
- Or via Metlifecare's Whistleblower process

Metlifecare will:

- Treat complaints seriously
- Assess the appropriate response
- Conduct a fair and impartial process
- Comply with principles of natural justice
- Take all reasonably practicable steps to prevent recurrence

In some circumstances, informal resolution may be appropriate. In other cases, a formal investigation may be required.

8. Confidentiality

All complaints will be handled with discretion and confidentiality to the extent reasonably possible.

However, there may be occasions when confidentiality may not be able to be guaranteed e.g., where

- A formal investigation is required
- Disclosure is necessary to protect health and safety
- Legal obligations require disclosure
- A matter is referred to external authorities

In such circumstances, information will only be shared with those who need to know.

9. Outcomes

Where a breach of this policy is substantiated, outcomes may include:

- Formal warning
- Final warning
- Dismissal
- Termination of contractor engagement
- Removal or trespass from premises
- Referral to Police (where appropriate)

Harassment, discrimination and bullying may constitute serious misconduct.

APPENDIX C

Disciplinary and Termination of Employment Policy

Purpose

Metlifecare seeks to create a positive, safe and mutually rewarding employment relationship and to avoid the need for disciplinary action. Our various policies and procedures are designed to ensure that these objectives are achieved wherever possible.

We acknowledge that conflicts or issues can arise from time to time and it's important that these are dealt with in a timely and fair manner. Metlifecare would prefer to resolve issues informally, however, the disciplinary and termination of employment policy and process have been established to guide all employees and managers where this is not possible.

Issues relating to continued poor performance, misconduct or serious misconduct or other grounds for termination may give rise to the implementation of this policy and where disciplinary action is appropriate a procedurally fair process must be consistently applied across the business.

The policy does not include an exhaustive list of circumstances where disciplinary action or termination may be applied or appropriate. Depending on the circumstances, an employee may still be subject to disciplinary action up to and including dismissal or termination for other grounds.

Managers are encouraged to consult with the people team when addressing potential disciplinary or potential termination cases in advance of meetings being held or actions being taken, to assist with a robust and procedurally fair process, and assist with managing any potential risks.

Legal Compliance Statement

All disciplinary and termination processes will be conducted in accordance with the Employment Relations Act 2000, including the duty of good faith and the statutory test of justification under section 103a.

Decisions will be made based on what a fair and reasonable employer could have done in all the circumstances at the time.

Scope

This policy will be applied fairly to all Metlifecare employees subject to any specific provisions outlined in their employment agreement and applicable legislation. Where a conflict exists between this policy and the employment agreement, the employment agreement terms usually apply.

The Difference Between Poor Performance, Misconduct And Serious Misconduct

Poor performance

If an employee's performance falls below expected standards the manager should in the first instance document this and raise the matter informally with the employee through coaching sessions making sure to clearly outline the concern and the expected level of performance required. File notes should be kept by the manager to evidence the discussions.

Examples of poor performance may include but are not limited to:

- Failure to perform to the required standards of work and any related responsibilities
- Lateness, absenteeism or poor timekeeping

Where poor performance continues to be an issue despite the provision of feedback to an employee

Managers should instigate a performance improvement plan in consultation with the people team. The plan should document and outline the areas of concern, expected level of performance, timeframe for demonstrating improvement required and any additional support that may be required to assist the employee to achieve the expected standard e.g. additional training.

The manager should meet regularly with the employee to discuss the plan and the employee's progress and adherence to this.

If the employee's performance does not improve to the required standard following a reasonable period of support and review, the matter may progress through a formal performance management process, which may ultimately result in dismissal if justified.

Poor performance will not be treated as misconduct unless there is evidence of deliberate refusal to follow reasonable instructions, wilful neglect of duties, or dishonesty.

Misconduct

Matters that constitute misconduct may include but are not limited to:

- Failure to carry out lawful and reasonable instructions
- Misuse of company property (including wastage of time or materials) or failure to report damage to company, resident, employee or visitor property
- Failure to always act in a manner that promotes and protects Metlifecare's business, reputation and relationships, including demonstrating a lack of respect for residents, other employee or management
- Failure to adhere to Metlifecare policies and procedures including dress code, smoke free workplace and security policies.
- Behaviour which is disruptive or socially unacceptable
- Poor personal hygiene or presentation despite receiving feedback
- Refusal to attend an appointment with a doctor as nominated by Metlifecare for the purpose of establishing fitness to work
- Abandonment by leaving the assigned place of work without permission
- Preventing other employees from undertaking their duties
- Failure to comply with housekeeping requirements from time to time
- Excessive personal use of phone or internet during working hours

Serious Misconduct

Matters that constitute serious misconduct may include but not be limited to:

- Repeated failure to always act in a manner that promotes and protects Metlifecare's business, reputation and relationships including demonstrating a lack of respect for residents, other employees or management
- Any form of abuse (physical, psychological or verbal) intimidation or assault of any employee, resident or visitor
- Being in possession of and /or taking unauthorised restricted pharmaceutical or illegal drugs, e.g. Illicit drugs whilst at work (other than those personally prescribed by your doctor)
- Reporting for work in a condition (due to the influence of drugs or alcohol) which renders the employee unable to perform their duties with due care or safety
- Unauthorised absence/Abandonment of employment
- Insubordination where the result or risk may present serious or significant consequences
- Negligence, incompetence, disorderly conduct or practical jokes that could affect the personal safety and or environment of Residents or Metlifecare Property including medication errors, acts or practices that cause injury or damage to people and property, breaches of HSSE policies and

procedures including failure to report.

- Serious or deliberate breach of confidentiality that materially impacts residents, employees, or the organisation.
- All forms of unlawful discrimination or harassment based on age, gender, sex, race etc.
- Theft or unauthorised removal of funds or property, including the consumption of residents' food or beverages and the unauthorised consumption of Company food or beverages
- Unauthorised gambling activity on Company premises or involving residents in illegal gambling activities
- Sleeping whilst on duty
- Accepting gifts, gratuities or bequests in breach of the Gift Policy and Procedure
- Seeking to gain from a personal relationship when that relationship has been gained or developed as a result of employment at Metlifecare
- Falsification of documentation or systems including rosters, timesheets, expenses, reports, employment application forms and cash/cheque handling procedures.
- Breach of Metlifecare Media and Electronic Communications Policy including unauthorised media statements and social media postings
- Convictions e.g, for dishonesty, violent offences or other convictions that impact an Individual's ability to perform their duties.
- Filming or recording an individual without permission
- Failure to maintain required industry practicing certificates

Format of a Disciplinary Procedure

The format of a disciplinary process may vary depending on the nature and seriousness of the issue. However, the following actions may be potential outcomes to any disciplinary process:

- Informal resolution of the issue(s)
- Preliminary meeting
- Investigation meeting
- Appointing an internal and/or external person to investigate the issue (s)
- Suspension, or transferring an employee to alternative duties pending the outcome of an investigation (provided the issue is sufficiently serious or warranted). Any suspensions are aligned with the suspension clause in our employment agreements and there is a clear process to follow in these instances.
- A decision on whether to take any action
- Where an HSAW related incident has occurred an incident investigation will be conducted prior to any disciplinary investigation.

Investigative Meeting

An investigation meeting is held when an allegation or issue arises, and further detail or evidence is required to inform whether a disciplinary meeting and or action is appropriate.

Before the meeting, employees will:

- Be invited to attend an investigative meeting in writing (email or letter)
- Be informed of the nature of the allegations or concern to be discussed and the potential outcome if the allegations are founded
- Be informed of their right to seek legal advice and their right to be accompanied by a support person or representative at the meeting.
- Have the option to access EAP support should they wish

At the meeting,

- The presence of a support person or representative is acknowledged. If a support person or representative is not present the employee needs to be reminded of this right, and the option to defer the meeting if they would like to have support/representation
- The allegations will be outlined
- Any material evidence at the time will be shared

- The employee will have the opportunity to respond, provide any explanations, details or any mitigating circumstances that they feel should be taken into consideration.
- If necessary, the meeting might be adjourned to investigate information provided by the employee in their response

The Role Of The Support Person/Representative

Employees have the right to be accompanied to an investigative or disciplinary meeting. They may choose to have a work colleague, a union representative or advocate, a lawyer, family member or friend accompany them to:

- Provide morale support and advice.
- Ask questions
- Take notes of the discussion
- Speak on behalf of the employee- it is important to clarify in this situation that their responses will be considered

A support person/representative may not prevent the employee from participating in the meeting.

Employees are encouraged to be accompanied in circumstances where:

- There is a possibility that the investigation will lead to disciplinary action
- There are legal questions or issues involved
- The employee is inexperienced and may be overwhelmed by the situation
- There may be cultural or language considerations

Provided the employee is made aware of this right but elects not to be accompanied, this has no impact on the procedural fairness of the process.

Metlifecare has an employee assistance programme (EAP) that provides free, confidential support to employees on a 24/7 basis. Managers should encourage employees undergoing an investigative and/ or disciplinary process to utilise this service for additional support.

Outcome Of The Investigation Meeting – No Disciplinary Action

If following an investigation process the explanation provided by the employee is acceptable or allegations are unfounded then no disciplinary action will be taken. As appropriate a discussion should take place around measures such as further training or other support for the employee.

Disciplinary Meeting

If circumstances warrant disciplinary action being taken the employee will be invited to attend a formal disciplinary meeting at which proposed measures will be discussed, including findings from the investigation process, the reasons for the findings and any proposed disciplinary action being considered.

Before the meeting, employees will

- Receive a letter inviting them to attend a disciplinary meeting
- Be informed of the nature of the allegations or concern to be discussed.
- Be informed of their right to seek legal advice and their right to be accompanied by a support person or representative at the meeting.
- Have the option to access EAP support should they wish to

No final decision will be made at the disciplinary meeting. If disciplinary action is being considered, the employee will receive a written summary of the findings and the proposed outcome and will be given a reasonable opportunity to provide feedback before a final decision is made.

Where practicable, for misconduct and serious misconduct cases it is considered best practice for an independent manager (that was not involved in the investigative meeting) to be appointed to hold any resulting disciplinary meetings.

Potential Disciplinary Outcomes/Actions

Disciplinary action may range from a written warning to dismissal of an employee with or without notice (summary dismissal)

If a warning is issued this should be reflective of the seriousness of the situation. For example, a *final warning* may be given without the employee having previously received a first or second warning.

Warnings will normally remain active for a period of 12 months. However, previous conduct may be considered where relevant to identifying patterns of behaviour or assessing trust and confidence.
A copy will be provided to the employee. Where there is repetition of the same or similar type of incident/behaviour that results in a warning being issued within the previous 12 months, this will be taken into consideration in determining further disciplinary action.

Formal Performance Management Process
Where an employee's performance does not meet required standards, the matter will normally be addressed through a structured performance management process rather than a disciplinary process.
Where informal coaching has not resulted in sufficient improvement, a performance improvement plan (PIP) may be implemented. The PIP will:

- Clearly identify the areas of performance concern
- Outline the required standards
- Specify measurable objectives where appropriate
- Provide a reasonable timeframe for improvement
- Identify support, training, or resources to be provided

Regular review meetings will be held during the PIP period to monitor progress and provide feedback.

If, following implantation of a performance improvement plan and reasonable support, the required standard is not achieved, the employee may be invited to a formal performance meeting. After considering the employee's response and all relevant information, the following outcomes may occur where considered fair and reasonable:

- An extension of the Performance Improvement Plan with additional support
- A written performance warning
- A final written performance warning
- Dismissal on grounds of incapability

Any decision will take into account:

- The extent of improvement achieved
- The adequacy of training and support provided
- The time given to improve
- The nature of the role
- The impact of the performance concerns
- Whether the employee is likely to meet the required standard within a reasonable timeframe

There is no automatic entitlement to multiple warnings in performance cases. However, dismissal will only occur after the employee has been given a fair and reasonable opportunity to improve.

Poor performance will not be treated as misconduct unless there is evidence of deliberate refusal to follow reasonable instructions, wilful neglect of duties, or dishonesty.

First Instance Of Misconduct
Where misconduct is substantiated following a fair investigation and consideration of the employee's response, disciplinary action may be taken if this is considered fair and reasonable in the circumstances. In most cases of misconduct, a written warning may be issued. The warning will:

- Clearly describe the conduct that has been substantiated
- Explain why the conduct is unacceptable
- Outline the standard of behaviour required and timeframe for improvement
- Specify the period for which the warning will remain active

- Explain the consequences of further misconduct

Any decision to issue a warning will be proportionate to the seriousness of the conduct and consistent with how similar matters have been addressed. The employee will be provided with a copy of any warning issued.

Further Misconduct

Where required improvements are not achieved and/or further misconduct occurs while a warning remains active, a further disciplinary process may be undertaken. If the misconduct is substantiated, this may result in a final warning or dismissal, depending on:

- The seriousness of the conduct
- Any previous warnings
- The employee's overall record
- Whether trust and confidence can reasonably continue

Each case will be assessed on its own facts.

Serious Misconduct

In the event of establishing serious misconduct an employee may be issued with a final warning or summary dismissal depending on the circumstances.

If a final warning is issued (rather than dismissal being confirmed) then this may be accompanied by further action including but not limited to:

- Revocation of privileges
- Limitation of certain access e.g. systems, delegations
- Establishing a performance improvement plan
- Remedial training
- A period of supervision
- An impact on the annual performance review and forfeiture of discretionary incentive pay

If serious misconduct is established, the manager who conducted the investigation should consult with the People Team.

The seriousness of any conduct will be assessed in context, including the nature of the role, intent, impact, prior conduct, and whether the employment relationship can reasonably continue.

Suspension

In certain situations, it may be appropriate to suspend an employee while the situation is investigated, and/or a formal process is carried out:

- A suspected serious misconduct where an investigation is required
- In any case an investigation is required and there are reasonable grounds to suspend an employee e.g. police investigation, harassment, bullying etc.
- Where there is a risk to the employee's or others health safety and wellbeing if the employee were to remain at work e.g. under the influence of drugs or alcohol, or is not in a fit state emotionally to work safely
- Where remaining at work could bring risk to a fair investigation e.g. where the alleged behaviour could continue; where the employee continues to have access to people, systems or information that may be material to the investigation

The employee may be:

- Suspended on full pay and excluded from all Company premises, and
- Asked to report to their manager or the People Team at a specified time which allows for a full inquiry into the allegations

Suspension is not a disciplinary outcome and does not imply that there has been misconduct or that complaints or allegations are justified. It is a neutral act that enables an investigation to be carried out where the presence of the employee in the workplace may complicate or jeopardise this process.

Before any decision to suspend is made, the employee will be informed of the reasons for the proposed suspension and given an opportunity to comment, unless circumstances make this impracticable due to immediate and serious risk to health, safety, or the integrity of the investigation.

Where immediate removal from the workplace is necessary, the employee will be given an opportunity to comment on the suspension decision as soon as reasonably practicable afterward.

Any potential suspension requires the approval of the chief people officer or their approved delegated alternative.

Dismissal

Dismissal may occur where, following a fair and reasonable process, the employee's performance or conduct is found to justify termination in accordance with the employment relations act 2000.
In cases of serious misconduct, summary dismissal (termination without notice) may occur where the conduct is found to have fundamentally damaged the trust and confidence required in the employment relationship.

Employment will normally be terminated with notice in accordance with the employment agreement, except where serious misconduct justifies summary dismissal.

Whilst dismissal may be preceded by a warning in cases of serious misconduct it may also occur where no warnings have been given.

Any potential dismissal requires the approval of the CEO, Chief People Officer or their approved delegated alternative.

Other Grounds for Termination

In some instances, an action or inaction by an employee may give rise to circumstances that are not considered a disciplinary matter but may materially impact on the continuing employment relationship with the company and result in termination of employment

Examples of such circumstance may include but not be limited to the following:

- Medical incapacity
- Failure to maintain the legal right to work
- Abandonment of employment
- Failure to disclose a material fact that may impact on the ongoing employment relationship e.g. a criminal conviction during employment that prevents an employee from fulfilling their duties

Where termination is being considered due to medical incapacity, Metlifecare will:

- Obtain appropriate medical evidence
- Consult with the employee regarding their prognosis and ability to return to work
- Consider reasonable accommodations and alternative duties where appropriate
- Allow reasonable time for recovery where practicable

Any decision to terminate on medical grounds will only occur after a fair and reasonable process and careful consideration of all relevant medical and operational factors.

Before treating employment as abandoned, reasonable attempts will be made to contact the employee to establish the reason for absence.

Employment will only be considered abandoned after reasonable timeframes have passed and written communication has been sent advising the employee of the potential consequences.

Criminal convictions will be assessed on a case-by-case basis. Consideration will be given to the nature of the offence, the relevance to the employee's role, the impact on trust and confidence, and the effect on Metlifecare's legal or regulatory obligations.

Personal Grievance

If an employee has any concerns about their employment, or how they are treated at work, they should advise Metlifecare as soon as possible so these can be resolved. The first step is for the employee and Metlifecare to discuss the problem and try to find possible solutions.

If the issue cannot be resolved, then a personal grievance may be raised. The employee has 90 days from the time the problem occurred, or became known by the employee, to raise the grievance with Metlifecare via the people team.

Raising a concern or personal grievance will not result in disadvantage to the employee. Metlifecare will act in good faith to resolve issues promptly and fairly.

If the problem cannot be resolved, the employee or Metlifecare can seek help from an external party, e.g. one or more of the following:

- Employment Mediation Services, which offers free information and mediation to help employers and employees work together to resolve problems
- a union or an advocate
- a lawyer.

If it cannot be resolved at mediation, the employee or Metlifecare may elect to progress to the employment relations authority.

APPENDIX D

E tū Incorporated **Family Violence Guidelines:**

7.4 Domestic Violence
7.4.1 General Principle

The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance, performance and/or their safety at work. Therefore, the employer is committed to support staff that experience family violence and staff seeking to deal with their own violence.

An employee experiencing family violence or seeking help to deal with their violence will be referred to specialist domestic violence support services.

7.4.2 Application

An employee who is a person affected by domestic violence may make a request (a) at any time; and (b) for the purpose of assisting the employee to deal with the effects on the employee of being a person affected by domestic violence.
This applies regardless of how long ago the domestic violence occurred, and even if the domestic violence occurred before the person became an employee.
This application can be made from day one of employment and all provisions of this clause will be available to the employee from day one of employment.

Note: The definition of domestic violence is as per Section 2 of the 1995 Domestic Violence Act and 2018 amendments.

In the case of suspected violence:

- The Employer will assist an employee in making a request including making sure they know who to make the application to and what information they need to provide to make the request. If the request is required in writing the employer will provide the necessary assistance to the employee to make sure this is not a barrier to them getting the support needed.

- The employee may nominate the manager they wish to work through their request and any subsequent arrangements with.

- Proof of domestic violence may be required and can be in the form of a statement provided by police, a court, a doctor, a nurse, a domestic violence support service, counselling professional, lawyer or close family friend.

- All personal information concerning domestic violence will be kept confidential. No information will be kept on personal files without the employee being notified.

- In general, no adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being a victim of family violence, however the employer will expect the employee to fulfil normal duties.

7.4.3 Timelines and employer obligations in dealing with a request.

- An employer must deal with a request as soon as possible, but not later than 10 working days after receiving it, and must notify the employee in writing of whether his or her request has been approved or refused.

- the employer must provide the employee with information about appropriate specialist domestic violence support services.

If the employer refuses an employee's request, they must; -

- state the grounds for refusal; and
- explain the reasons for that ground or those grounds.

The employee's rights and options in the event of a refusal includes: -

- Request a review of the decision.
- Refer the matter to a Labour inspector.
- Refer the matter to mediation.
- Refer the matter to the Authority.
- Raise a personal Grievance under section 103 (1)(da) of the Employment Relations Act.

7.4.4 Domestic Violence Leave

For those experiencing family violence, up to 10 days of paid leave in any calendar year to be used for medical appointments, legal proceedings and other activities related to family violence. This leave is in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

Where required additional paid leave should be approved as a general principle in recognition of the severe impact this can have on an employee both at home and at work.

7.4.5 Support for Employees experiencing Domestic Violence

In order to provide support to employees experiencing domestic violence and to provide a safe work environment to all employees, the employer will consider reasonable and practical request from an employee experiencing family violence to:

a) Changes to working hours or pattern of working hours
b) Change of duties or location provided that the operational needs of the business continue to be met
c) A change to their work telephone number or work email to avoid harassing contact
d) Changes that improve the safety of the employee and/or their co-workers
e) Managers may approve additional special leave when other leave has been exhausted
f) Any other reasonable measures to assist the employee
g) An employee experiencing family violence or seeking help to deal with their violence will be referred to specialist domestic violence support services

Employees who support a close personal relative experiencing domestic violence may take domestic leave to accompany them to court, hospital or to mind children provided that proof of the violence is provided.