



RANFURLY HOSPITAL

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Collective Employment Agreement

2019 - 2020

## Contents

<b>SECTION ONE – INTRODUCTION.....</b>	<b>4</b>
1. COVERAGE.....	4
2. TERMS OF AGREEMENT.....	4
3. PROBATIONARY PERIOD .....	4
4. VARIATION .....	5
5. DEFINITIONS.....	5
6. PLACE OF WORK .....	5
7. NATURE OF POSITION .....	5
8. FIXED TERM/CASUAL EMPLOYMENT .....	5
9. OBLIGATIONS OF THE PARTIES .....	6
<b>SECTION TWO – HOURS OF WORK .....</b>	<b>6</b>
10. HOURS OF WORK.....	6
11. MEAL AND REST BREAKS.....	7
12. REMUNERATION.....	7
<b>SECTION THREE – LEAVE.....</b>	<b>8</b>
13. ANNUAL HOLIDAYS.....	8
14. PUBLIC HOLIDAYS .....	8
15. SICK LEAVE .....	9
16. BEREAVEMENT LEAVE.....	10
17. DOMESTIC VIOLENCE VICTIM PROTECTION LEAVE .....	10
18. JURY SERVICE .....	11
19. TRAINING .....	11
20. CORE IN SERVICE TRAINING .....	11
<b>SECTION FOUR – TERMS OF EMPLOYMENT .....</b>	<b>12</b>
21. TERMINATION OF EMPLOYMENT .....	12
22. Abandonment of Employment .....	12
23. Suspension .....	12
24. Redundancy .....	12
25. Employee Protection .....	13
<b>SECTION FIVE – CONDITIONS OF EMPLOYMENT .....</b>	<b>14</b>
26. CONFIDENTIALITY .....	14
27. CONFLICT OF INTEREST .....	14
28. HEALTH AND SAFETY .....	15
29. AMENITIES, UNIFORMS AND CLOTHING .....	16

30.	WORKPLACE HARASSMENT, BULLYING AND DISCRIMINATION .....	17
31.	POLICIES.....	17
32.	UNION RIGHTS .....	17
	<b>SECTION SIX – RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS .....</b>	<b>18</b>
33.	RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS.....	18
	<b>SECTION SEVEN – TERM .....</b>	<b>18</b>
34.	TERM OF COLLECTIVE AGREEMENT .....	18
	<b>ANNEX A – REMUNERATION &amp; ALLOWANCES .....</b>	<b>19</b>
	<b>ANNEX B – RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS .....</b>	<b>21</b>

## **PARTIES**

The parties to this agreement are:

**Ranfurly Village Hospital Ltd**  
(hereinafter referred to as "the employer").

and

**New Zealand Nurses Organisation**  
(hereinafter referred to as "the union")

## **SECTION ONE – INTRODUCTION**

### **1. COVERAGE**

- 1.1. This agreement will cover Registered Nurses, Enrolled Nurses, Health Care Assistants, employed by Ranfurly Village Hospital Ltd.
- 1.2. The collective agreement will not cover:
  - employees engaged in a salaried position, including employees identified in sub clause 1.1 who are engaged in a salaried position;
  - employees engaged in an administrative or maintenance role.

### **2. TERMS OF AGREEMENT**

- 2.1. This agreement sets out the terms and conditions of employment. The parties acknowledge that they will jointly develop an Employee Handbook that will provide further explanation of the Employment Relations Act, Holidays Act and Health and Safety at Work Act provisions (including any amendments or replacement legislation) referred to in the agreement. The agreement terms and conditions will take precedence over the Employee Handbook where there is a conflict.

### **3. PROBATIONARY PERIOD**

- 3.1. The initial thirteen weeks of employment shall be a probationary period. During this period, where the Employer determines the employee is not suited to the requirements of the work the employee may be terminated with one weeks' notice or one week's pay in lieu of notice.
- 3.2. The criteria which the Employer may rely on to decide whether a new employee is suitable to retain their position with the employer shall be:
  - Regular work attendance
  - Adherence to the employers policies and procedures
  - Ability to satisfactorily perform the requirements of the role as per the position description.
- 3.3. Any new employee shall, within the thirteen weeks probation period, be advised of any shortfall in performance with respect to any of the criteria outlined herein. Should performance not improve a written warning shall be given as a final warning

3.4. Suitable in-house induction and training shall be provided by the employer.

#### 4. VARIATION

4.1. Any of the provisions of this agreement may be varied by agreement between the parties and ratified by the employees affected by the variation in accordance with the union's ratification process.

#### 5. DEFINITIONS

**"Week"** In the case of day employees, shall mean the seven days from midnight to midnight covered by the pay week. In the case of night employees, shall mean the seven days from noon to noon covered by the pay week. Midday being the first midday of the pay week.

**"Full-time"** An employee employed for 77.5 hours per fortnight.

**"Part-time"** An employee employed for less than 77.5 hours per fortnight.

**"Casual Employees"** Employees who are employed on an as and when required basis. There is no obligation on the part of the employee to accept the hours offered, and no obligation on the part of the employer to offer ongoing employment.

**"Fixed Employees"** Employees who are employed to work for specific defined periods of time to cover absences of other employees such as parental leave, A.C.C., long service leave.

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

#### 6. PLACE OF WORK

6.1. The employees will perform work at any Ranfurly Village Hospital Ltd facilities including independent living facilities.

6.2. The employees may be required to work in any part of the employer's operation including the rest home, hospital and/or dementia units and the employer has the flexibility to require the employee to work in any location which best meets its operational requirements, and is within the employee's scope of work and capabilities.

#### 7. NATURE OF POSITION

7.1. The duties and functions to be fulfilled by the employee will be as provided for in the position description provided by the employer, together with such other duties as may be reasonably required from time to time by the employer as incidental to an employee's main functions.

7.2. The position description may be changed from time to time by the employer following consultation with an employee. The employer will provide any necessary training and support to accommodate any changes made to the position description.

#### 8. FIXED TERM/CASUAL EMPLOYMENT

8.1. The employer may engage employees, who fall within the coverage clause of this collective agreement, on a fixed term or casual basis:

8.1.1. **Fixed Term**

Where the fixed term agreement has a nominated expiry date, the notice period of the agreement (clause 21.1) will have no application, except where the employment is terminated during the term of a fixed term agreement. Leave entitlements for Fixed Term employees will be in accordance with the Holidays Act 2003 which may differ to what is described in this agreement.

8.1.2. **Casual Employees**

The notice period of this agreement (clause 21.1) will have no application to casual employees whose notice period will be two days, except in situations of serious misconduct which may occur during a casual engagement where no notice is required. Leave entitlements for Casual employees will be in accordance with the Holidays Act 2003 which may differ to what is described in this agreement.

## 9. OBLIGATIONS OF THE PARTIES

9.1. **Employer**

The employer shall organise the manner in which the work shall be undertaken. It is specifically recognised that the operations of the employer and the work of the employees is subject to various regulatory provisions, which must be observed. The employer will meet all of its obligations that it has to employees including the obligation to be a fair and reasonable employer subject to the requirements of good faith and to the terms and conditions of the collective agreement including consultation with the Union and employees.

9.2. **Union**

The Union party to this agreement will meet all its responsibilities and obligations pursuant to the collective agreement, and the requirement to act in good faith.

9.3. **Employees**

Employees will:

- perform their duties honestly and diligently and to the best of their ability; and
- At all times act in good faith in all dealings with clients, residents, prospective clients/residents and other persons with whom the employee comes into contact in the course of their employment.

## SECTION TWO – HOURS OF WORK

### 10. HOURS OF WORK

10.1. The agreed hours of work between an individual employee and the employer and any agreed variation between the employer and employee, which shall not be inconsistent with this Agreement shall be recorded in the letter of offer of employment (or any subsequent variation) and signed by both the employer and employee.

10.2. An employee may be rostered to work over 7 days per week, 24 hours per day up to a maximum of 77.5 hours per fortnight in accordance with an agreed roster and in accordance with the following provisions.

- 10.3. The roster will be made up of up to five work duties per week of not more than eight hours per duty unless otherwise agreed with the employee or employees concerned.
- 10.4. Rosters will be available for employees a fortnight in advance of their commencement. Once posted, rosters will not be changed without consultation with the employees concerned with the changes.
- 10.5. An employee shall not be required to work in excess of 77.5 hours per fortnight without the agreement of an employee. The employee will be paid for all pre-approved hours worked in excess of 77.5 hours. An employee who covers a shift for not less than 2 hours in excess of 77.5 paid hours in each fortnight, will be paid time and a quarter for such time worked.
- 10.6. Where practicable rostered days off will be consecutive.
- 10.7. Roster duties will be separated by a period of at least nine consecutive hours except by agreement between an employee and the Care Manager or General Manager. Where an employee changes duties with another employee and in doing so may have less than a nine hour break, such change will require the employer's agreement.
- 10.8. Broken shifts will not be routinely rostered and shall generally only be worked in an emergency, except by agreement between the employer and the employee.
- 10.9. Timekeeping – an employee will maintain such time recording systems provided by the employer as may be necessary to accurately record hours worked and absences from the workplace for whatever reason.

## 11. MEAL AND REST BREAKS

- 11.1. Employees are entitled to breaks in accordance with the below table. The timing of the rest and meal breaks are to be mutually agreed between the parties where possible.

Time Period	Break
Up to four hours	one 10-minute paid rest break
Up to six hours	one 10-minute paid rest break; and one 30-minute unpaid meal break
Up to ten hours	two 10-minute paid rest breaks; and one 30-minute unpaid meal break

## 12. REMUNERATION

- 12.1. An employee will be entitled to be paid remuneration on the basis of the applicable scale and applicable allowances attached to this collective agreement and marked "Annex A".
- 12.2. Remuneration will be paid fortnightly by direct debit to an employee's nominated bank account in the week immediately following the end of the fortnightly pay period.
- 12.3. The following deductions from an employee's remuneration may be made in accordance with the Wages Protection Act 1983 and its amendments:

- For time absent from work due to an employee's unpaid absence; or

- Where there has been a previous overpayment in remuneration due to the employee. The employer will consult with the employee over the intended time frames and method of recovery of the overpayment; or
- Where an employee owes money to the employer, including payments owed in accordance with clause 20.1.1 and 20.2.2; or
- For the cost of repairing/replacing property which has been deliberately damaged by an employee; or
- At the time of termination of employment for annual leave or sick leave taken in advance of an employee's entitlement.
- With the written authority of an employee, the employer will deduct union fees from an employee's remuneration and remit the same to the union on a monthly basis.
- The employer will consult with an employee prior to making any deduction from an employee's pay.

### **SECTION THREE – LEAVE**

#### **13. ANNUAL HOLIDAYS**

13.1. At the completion of each year's employment, an employee shall be entitled to four weeks annual leave in accordance with the Holidays Act 2003 and its amendments.

13.2. The timing of annual holidays shall be by either:

- agreement between the employer and an employee; or
- where agreement cannot be reached, by the employer giving not less than 14 days' notice.

13.3. Annual leave taken in advance shall be at the sole discretion of the employer.

13.4. An employee will take all annual leave in the year in which they become entitled to the leave unless prior written approval is obtained from the Manager.

13.5. Annual leave may only be carried over to the next year of entitlement with the approval of the Manager. Such carried over annual leave may only be taken during a specified and agreed timeframe. Where the leave is not taken in the timeframe, the employer may require the employee to take the leave with not less than four weeks notice.

13.6. The employee will be paid their holiday pay as part of the usual pay run unless the employee requests this to be paid out at the commencement of their annual leave.

#### **14. PUBLIC HOLIDAYS**

14.1. An employee shall be entitled to observe the following public holidays, subject to clause 14.2 and 14.3, provided these days fall on a day which would otherwise be a working day for the employee:

- Christmas Day;
- Boxing Day;



- New Years Day;
- 2 January;
- Waitangi Day;
- Good Friday;
- Easter Monday;
- Anzac Day;
- the Birthday of the Reigning Sovereign;
- Labour Day; and
- Anniversary Day.

14.2. Where the employee is required to work on a public holiday, on a day which would otherwise be a working day, the employee shall be paid for the time worked in accordance with s.50 of the Holidays Act 2003 and its amendments and be entitled to an alternative holiday to be taken in accordance with the Holidays Act 2003 and its amendments.

14.3. The parties agreed to transfer the observance of a public holiday where shifts are worked which overlap a day. Where a shift commences on a day which is not a public holiday and overlaps into a public holiday prescribed by sub clause 14.1 the employer will determine on which shift the public holiday will be observed as follows:

- on the shift commencing on the next calendar day; or
- the shift commencing on the calendar day prior to the public holiday; or
- on the shift which commences on the public holiday where the majority of the hours of the shift occur on the public holiday.

## 15. SICK LEAVE

15.1. In accordance with the Holidays Act 2003 and its amendments, on completion of six months' service with the employer, an employee shall be entitled to five days sick leave. On completion of 18 months service and each year after an employee shall be entitled to eight days sick leave.

15.2. Sick leave shall accumulate up to 30 days.

15.3. Sick leave may be taken where:

- an employee is sick or injured, or
- an employee's spouse is sick or injured, or
- a person who depends on an employee for care is sick or injured.

15.4. A claim for sick leave shall be supported by a medical certificate in accordance with the Holidays Act 2003 and its amendments and where required by the employer.

15.5. The employer has the discretion to grant sick leave in addition to the entitlements in this clause. In considering the granting of leave under this clause the employer shall recognise that discretionary sick leave is to ensure the provision of reasonable support to staff having to be absent from work where their entitlement is exhausted. Consideration of the request shall take into account the following:

- The employee's length of service
- The employee's attendance record including use of sick leave

- The consequences of not providing the leave
- Any unusual and /or extenuating circumstances

Reasons for refusal shall be given in writing.

## **16. BEREAVEMENT LEAVE**

16.1. In accordance with the Holidays Act 2003 and its amendments, after six months' continuous employment bereavement leave shall be allowed as follows:

- Leave of three days shall be allowed to an employee on the death of an employee's spouse, parent, child, brother or sister, father-in-law or mother-in-law, grandparent, or grandchild.
- An employee may be entitled to one day's bereavement leave where the employee accepts an employee has suffered a bereavement in accordance with section 69(b) of the Holidays Act and its amendments. An employee may, with the agreement of the employer, take other leave entitlements in addition to the one day's bereavement leave.

16.2. The employer has the discretion to grant bereavement leave in addition to the entitlements in this clause.

## **17. DOMESTIC VIOLENCE VICTIM PROTECTION LEAVE**

17.1. In the event that an employee is affected by domestic violence, the Employee or a representative of the Employee may make a written request to temporarily change their working arrangements for a period of up to two months, for the purposes of dealing with the effects of domestic violence.

17.2. The Employer agrees that any written request for changes to the employees working arrangements will be considered as soon as possible and the employee will be notified of the outcome within 10 days from the date of the request being made.

17.3. The Employer may request proof of domestic violence, provided such a request is made as soon as possible and within 3 days of receiving the written request from the employee. The employee must provide the requested proof within 10 days of their initial written request for flexible working arrangements.

17.4. After 6 months current continuous employment an employee is entitled to up to 10 days domestic violence leave per annum. An employee is entitled to domestic violence leave in the event that an employee is affected by domestic violence and requires leave to deal with the effects of domestic violence. The Employee shall be paid at their relevant daily rate of pay for domestic violence leave, or if it is not practical to use relevant daily pay, then average daily pay will apply.

17.5. The Employer may request proof of domestic violence prior to paying domestic violence leave.

17.6. This clause will be administered in accordance with the Holidays Act 2003, the Employment Relations Act 2000 and the Domestic Violence act 1995

## **18. JURY SERVICE**

18.1. Where an employee is obliged to undertake jury service, the difference between the fees (excluding reimbursing payments), if any, paid by the Court and the employee's ordinary rate of pay shall be made up by the employer, provided:

- That the employee produces the Court expenses voucher to the employer.
- That the employee returns to work immediately on any day she/he is not actually serving on a jury.

18.2. These payments shall be made for up to a maximum of five days per annum.

## **19. TRAINING**

19.1. The employer has always been committed to promoting appropriate quality education for all staff, and will provide the necessary systems and support (inclusive of coordination of the hook on to NZQA, provision of learning resources, provision of student assessments and marking, registration of completed unit standards with the ITO) to specifically enable Health Care Assistants to reach the following NZ Qualifications Authority Health and Wellbeing Certificate (or their relevant equivalent) qualifications within the following time periods:

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

19.2. All Health Care Assistants shall be encouraged to undertake training towards the qualifications listed above.

19.3. The employer shall cover the costs associated with NZQA hook on and all other course related costs via a training agreement that the employee shall be required to enter. Where there is a penalty initiated by the ITO for non completion in the agreed timeframe, the employee will reimburse the employer for any such penalty. Such reimbursement shall not be required where there is a genuine reason that led to non completion.

19.4. The employer shall ensure reasonable access to support is available to employees undertaking training. It is noted that where the employer fails or omits to take reasonable and appropriate steps to ensure that Health Care Assistants are supported and enabled to reach the levels of qualification required to achieve the pay bands provided in the Annex A, an employee may challenge such failure or omission by way of personal grievance under s103(1)(b) of the Employment Relations Act 2000.

## **20. CORE IN SERVICE TRAINING**

20.1. Staff will be paid for their attendance at Core In Service training irrespective of whether this occurs during or is in excess of the maximum hours of work.

## **SECTION FOUR – TERMS OF EMPLOYMENT**

### **21. TERMINATION OF EMPLOYMENT**

21.1. Except as otherwise provided, for Registered Nurses four weeks' notice of termination shall be given by either party to terminate employment. For all other employees two weeks' notice of termination of employment shall be given by either party. Where the requisite period of notice is not provided by either party, remuneration equivalent to the notice period not given shall be paid or forfeited by either party in lieu of such notice. This shall not prevent instant dismissal for serious misconduct.

21.2. Where the employer terminates the agreement under this clause, it may elect to pay remuneration in lieu of notice.

#### **21.3. Employee's Duties on Termination**

On the termination of this agreement for whatever reason an employee shall:

- On or before the final day of employment deliver to the employer any company property, records or other documents belonging to the employer (including any copies of such records or other documents) in their possession;
- Hand over to someone duly authorised to receive them, all notes of confidential information which the employee has acquired or made during the employment.
- Return all uniform items in the employee's possession.

21.4. Failure to comply with the terms of this agreement may result in deductions from or the withholding of an employee's final pay.

### **22. Abandonment of Employment**

22.1. Where an employee is absent from work for a continuous period of three days without the consent of the employer, or without offering an explanation acceptable to the employer, that employee shall be deemed to have terminated their employment.

### **23. Suspension**

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

23.2. In the event that the suspension period lasts more than two weeks due to reasons outside our control (i.e. a Police investigation) the suspension may continue without pay.

23.3. Under extreme circumstances, it may become necessary for the Employer to suspend employment without pay.

### **24. Redundancy**

24.1. In circumstances where employment is terminated due to redundancy an employee will have no entitlement to redundancy compensation but will be given four weeks' notice.

24.2. An employee shall not be entitled to payment of notice in the following circumstances:

24.2.1. **Technical Redundancy**

Where employment is being terminated by the employer by reason of sale, transfer, contracting out or change to a contracting arrangement, by the employer of the whole or part of the operations, an employee shall have no entitlement to redundancy compensation if the person acquiring the operation or the contract or the part being sold or transferred has offered the employee continued employment on the same or no less favourable terms.

24.2.2. **Redeployment**

Where the employee has been offered redeployment to a new position on the same or no less favourable terms.

## 25. Employee Protection

25.1. Where an employee is employed in a position described in Schedule 1A (b) or (c) of the Employment Relations Act 2000 then the process described within sections 69A to 69J of the Employment Relations Act 2000 will apply.

25.2. Where an employee is not engaged in a position specified in clause 20.6.1, clauses 20.6.3 to 20.6.11 apply.

25.3. In case of restructuring affecting an employee as defined in the Employment Relations Amendment Act (No 2) 2004, i.e. where the business (or part of it) is sold or contracted out to another person, the employer will follow the process set out below subject to any requirements to protect the commercial position of the business and/or to comply with the confidentiality obligations of any such transaction.

25.4. The employer will consult with the union party to this agreement and provide relevant information about the general nature of the restructuring and details of how it is likely to impact the affected employees including timing and implementation of any transaction with the new employer.

25.5. Advise the union of the names of potentially affected union member employees and give the union a reasonable time to consult with those members to consider the restructuring and its implications and to make submissions in relation to it.

25.6. The employer will respond to the submissions from the union and affected employees.

25.7. In the course of negotiating a sale and purchase agreement or a contract for services, the employer will discuss with the new employer how the restructuring will affect an employee's employment, including:

- whether or not the new employer will offer an employee on-going employment;
- the nature of the on-going employment (if any) including the capacity in which an employee would be engaged, the terms and conditions of employment and whether the new employer will recognise an employee's previous service with the company;
- the proposed date for commencement of employment with the new employer.

- 25.8. The employer will subsequently advise an employee whether employment opportunities exist with the new employer and, if so, the nature of those opportunities and the timeframe and process involved for offer and acceptance of employment with the new employer.
- 25.9. An employee will have the right to choose whether or not to accept employment with the new employer.
- 25.10. If an employee chooses to transfer to the new employer on the same or no less favourable terms and conditions of employment they will not be deemed to be redundant and the employer will not be required to give notice in accordance with clause 20.1.
- 25.11. If an employee is offered ongoing employment with the employer on the same or no less favourable terms and conditions of employment and the employee chooses not to accept that offer, the employer will be required to give notice of termination of employment (subject to redeployment opportunities) however the employee will not be entitled to redundancy compensation as provided for in clause Error! Reference source not found.
- 25.12. If the employee chooses not to transfer to the new employer (in circumstances other than that described in 25.11), or if there are no redeployment opportunities with the employer, the employee will be deemed to be redundant.

## **SECTION FIVE – CONDITIONS OF EMPLOYMENT**

### **26. CONFIDENTIALITY**

- 26.1. During the course of employment, an employee may receive and handle knowledge and information which is considered to be confidential. Accordingly, an employee shall not, either directly or indirectly, use or disclose to any person any confidential knowledge or confidential information which has or may be acquired during the course of employment with the employer, concerning the processes, business affairs, property, customers, clients or residents of the employer.
- 26.2. This clause applies to all information whether or not it is recorded or memorised and includes information which is or may be of use to any competitor of the employer or a competitor of the employer's clients.
- 26.3. This restriction will apply throughout an employee's employment with the employer and after the termination of employment without any limit in point of time. However, the restriction will cease to apply to such confidential knowledge or information which may become publicly known without breach of this instruction on the part of an employee.

### **27. CONFLICT OF INTEREST**

- 27.1. An employee shall not, without prior written approval from the employer, engage in any other employment or retain an interest in any other business (other than by virtue of holding normal investments in company shares of a company listed on an official stock exchange) which either directly or indirectly will place an employee in competition with the employer, or which, in the opinion of the employer might interfere with the proper performance of an employee's duties to the employer.
- 27.2. If a potential conflict of interest is brought to the employer's attention, the employer shall investigate the alleged conflict and during the period of investigation such employee may be suspended.

27.3. Failing to notify the employer or seek prior consent for engaging in activities where there may be a potential conflict of interest will be considered serious misconduct.

27.4. An employee may engage in secondary employment, unless the employer considers a restriction is necessary based on one of more of the following grounds:

- Protecting the employer's commercially sensitive information; or
- Protecting the employer's intellectual property rights; or
- Protecting the employer's commercial reputation; or
- Preventing a real conflict of interest that cannot be managed without restricting such secondary employment.

27.5. For the purposes of ensuring an employee does not work excessive hours to the extent this may impact upon their health and safety in the workplace, an employee shall disclose to the employer any other employment in which they are engaged at the time they commence employment, and shall keep the employer informed of the hours of work involved with such employment.

## **28. HEALTH AND SAFETY**

28.1. The employer and employees agree to give effect to and comply with the provisions of the Health and Safety at Work Act 2015 and associated regulations concerning safety, health and welfare matters and the employer's Health and Safety Policies. The Act requires that all parties' participate in workplace health and safety programmes as a step towards ensuring the workplace is a safe and healthy environment.

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

28.3. Employees agree to take reasonable care precautions for the safety and health of themselves and others in the workplace:

- Employees will take reasonable care to ensure their own safety while at work;
- Employees will take reasonable care that no action or inaction by them causes harm to any other person in the workplace;
- Employees will comply, as far as they are reasonably able, with any reasonable instruction that is given by the employer to comply with the Health and Safety at Work Act 2015;
- Employees will co-operate with any reasonable policy or procedure of the employer relating to health and safety at the workplace, that they have been notified of;

- Where an employee becomes aware of damage or faults to equipment or the existence of other hazards/risks that may endanger the health and safety of others, they will immediately report such damage, fault or hazard to management;
- Employees agree they know and understand the employer's health and safety rules and procedures. Where an employee fails to comply with health and safety rules and procedures, disciplinary action may result;
- Employees agree to observe all safety precautions and procedures including, where required, the wearing of protective clothing and equipment;
- Employees acknowledge that they have read and understand the employer's Occupational Health and Safety policy;
- Employees will report to work in such a condition that enables their duties to be performed properly and safely at all times.

28.4. The employer, may at its expense, require the employee to undergo a medical examination by a registered medical practitioner of an employer's choice in the following circumstances:

- the employer requires a medical clearance prior to an employee returning to work after a period of absence due to a medical condition; or
- the employer has reasonable grounds to believe an employee's medical condition is having a detrimental impact upon an employee's ability to perform their duties.
- an employee is claiming their medical condition is work related.

28.5. The employer and the Union agree that effective health and safety committees are the appropriate means of providing consultative mechanisms on health and safety issues in the workplace. The essential elements of which include the following:

- The employer and employees should be represented in equal numbers on the committee.
- Employee delegates are elected to the committee by votes of co-workers.
- Training is necessary to assist health and safety committee members to perform their duties effectively.
- The employer will permit health and safety delegates to take time off on pay during the representatives' normal working hours, as necessary for the purposes of carrying out the functions of a representative, undergoing training in health and safety issues and attending meetings.

## **29. AMENITIES, UNIFORMS AND CLOTHING**

29.1. Suitable facilities for changing and a secure cupboard for safekeeping of employee's belongings shall be provided.



29.2. Specified uniforms, smocks or other special clothing required by the employer to be worn shall be supplied by the employer. All items supplied remain the property of the employer.

29.3. Unserviceable uniform or clothing items must be returned to the Employer prior to the issue of a replacement item.

### **30. WORKPLACE HARASSMENT, BULLYING AND DISCRIMINATION**

30.1. The employer considers that Workplace Bullying, Harassment and Discrimination constitute unacceptable behaviours which will not be tolerated. The employer is committed to maintaining a work environment free of behaviour of this nature.

### **31. POLICIES**

31.1. In addition to the terms of this agreement employees shall comply with all policies established by the employer.

31.2. Employment related rules/policies may be subject to change, after consultation with the Union and the employees, at the discretion of the employer by the giving of one week's notice to the employee. At the completion of the one week period the new or amended rules will take effect.

31.3. In the event of a conflict between the terms of this agreement and any policies, the terms of this agreement shall have precedence.

### **32. UNION RIGHTS**

#### **32.1. *Employees' Meetings***

Every union member employed by the employer, shall, in each calendar year be entitled to at least two union meetings (each to a maximum of 2 hours duration) without the loss of ordinary pay, provided that each of the following conditions is fulfilled:

- Fourteen (14) days' notice of the meeting shall be given.
- Work shall resume as soon as practicable after the finish of the meeting.
- Only union members attending the meeting shall be entitled to payment. The union shall supply the employer with a list of union members attending and will advise the time the meeting finished.
- In order to ensure the operation of the employer is maintained it may be necessary for sufficient members to remain available on-site during the meeting in order to enable safe operation of the facility.

#### **32.2. *Delegates***

The employer shall give recognition to the delegate(s) who are elected by the employees and endorsed by the union as their representative(s) of that organisation.

Delegates will have exclusive use of a union notice board for the posting of union notices.

Delegates shall first approach the employer in the case of any question, problem or dispute that arises so that an attempt may be made to create a resolution.

Delegates will have the right to accompany another member when representing them in a grievance during paid time.

With prior approval of the employer, delegates will be allowed to conduct work place related union business in paid time.

**32.3. *Employment Relations Education Leave***

The parties will comply with Part 7 of the Employment Relations Act with respect to Employment Relations Education Leave.

**SECTION SIX – RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS**

**33. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS**

An employment relationship problem shall be dealt with in accordance with the procedures set out in “Annex B”.


**SECTION SEVEN – TERM**

**34. TERM OF COLLECTIVE AGREEMENT**


This Collective Agreement shall commence on 1 July 2019 and expire on 30 June 2020.

**SECTION EIGHT – SIGNATORIES**

**35. SIGNATORIES:**

  
\_\_\_\_\_  
Julia Nessim  
Health Services Manager  
**FOR AND ON BEHALF OF RANFURLY VILLAGE HOSPITAL LTD**

Date: 24.7.19

  
\_\_\_\_\_  
Christine Gallagher  
Organiser  
**FOR AND ON BEHALF OF NZ NURSES ORGANISATION**

Date: 24.7.19

## ANNEX A – REMUNERATION & ALLOWANCES

### *Registered and Enrolled Nurses*

Staff covered by the Health Practitioners Competence Assurance Act must provide evidence establishing that their Annual Practicing Certificate requirements have been met.

The following rates will apply from the first day of the pay week on or after 1 July 2019:

<b>Registered Nurse</b>	1	\$28.00	New Graduate – 2 years
	2	\$30.00	2-3 years experience
	3	\$32.00	3 plus years experience
	4	\$33.21	5 years' current continuous service
	5	\$34.16	3 plus years experience and appointed to a specialised role e.g. Quality, Infection Control,

### *Health Care Assistants*

All existing Health Care Assistants who are employed as at 30 June 2017 will transition to the new pay bands on 1 July 2017. The transition of existing employees may be done on either current qualifications or length of service, whichever is the most advantageous. Note that all new employees who commence employment on or after 1 July 2017 will progress through the pay bands only on the basis of obtaining qualifications.

The following rates will apply for Health Care Assistants from 1 July 2017:

Length of Service	Qualification	Pay Band	1 July 2019 Year 3 & 4	1 July 2021 Year 5
<3 years' service OR	Level 0*	L0	\$20.50	\$21.50
3+ to 8 years' service OR	Level 2*	L2	\$21.50	\$23.00
8+ to 12 years' service OR	Level 3*	L3	\$23.00	\$25.00
12+ years' service	Level 4*	L4	\$25.50	\$27.00

\*"Qualifications" are those recognised by NZQA or equivalent

The qualification must be a Level, 2, 3 or 4 New Zealand Certificate in Health and Wellbeing from an NZQA-accredited provider.

Employees have a responsibility to notify employers when they have gained a qualification.

New pay rates should apply from the later of the date the employee notifies the employer, or the date on the qualification certificate, that is, when the qualification was achieved.

## **ALLOWANCES**

### **On Call Allowance**

An employee who is required to remain available to attend work during otherwise off-duty times will be paid \$10.35 for each complete 24 hour period which they are required to be on-call.

### **Annual Practising Certificate**

The employer will pay for the cost of the practising certificate where an employee is legally required to hold an Annual Practising Certificate to perform the duties associated with the position, the cost of this will be met by the employer to a maximum of the equivalent of the cost of an Annual Practising Certificate for a New Zealand Registered Nurse.

Where an employee is engaged by another employer who utilises the employee's practising certificate, the employer shall pay a proportion of the practising certificate based on the respective hours worked by the employee at Ranfurly and the other employer.

### **Weekend Allowance**

An employee engaged to work during the weekend on a shift where the majority of the hours are worked on the weekend, will be entitled to an allowance of \$10.35 per shift.

### **Night Allowance**

Where an employee's whole rostered shift falls within the hours of 9.00 pm on one day and 8.00 am the following day, they will be entitled to an allowance of \$5.18 per shift.

### **Independent Living Allowance**

Where a night shift Health Care Assistant is required to attend an Independent Living Apartment during their night shift, the employee will be paid an additional \$5.18 for the shift.

## **ANNEX B – RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS**

### **DEFINITIONS**

Employment Relationship Problem includes a personal grievance, a dispute, and any other problem relating to or arising out of an employment relationship, but does not include any problem with the fixing of new terms and conditions of employment

Personal Grievance means a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, duress in relation to membership or non-membership of a union or employees' organisation, failure to comply with a requirement of Part 6A of the Employment Relations Act 2000 ("the Act"), the employment agreement not being in accordance with section 67C, 67D, 67G, or 67H of the Act, contravening section 67F or 67G(3) of the Act, engaging in adverse conduct for a prohibited health and safety reason, contravening section 92 of the Health and Safety at Work Act 2015, and failure or omission to support and enable care and support workers to reach the levels of qualification required to achieve the pay bands provided for in this agreement.

Dispute means a dispute about the interpretation, application or operation of an employment agreement.

### **RAISING A PERSONAL GRIEVANCE OR OTHER PROBLEM**

If an employee considers they have a personal grievance the employee must raise the grievance, dispute or problem with the employer by making the employer aware of the personal grievance that the employee wants to have addressed.

an employee must raise the personal grievance within 90 days after the action complained of, or the date the employee became aware of it, unless there are exceptional circumstances.

For any other employment relationship problem, an employee should advise the employer of the existence and nature of the problem, as soon as practicable and that the employee wants something done about it.

### **PROCEDURE – ALL EMPLOYMENT RELATIONSHIP PROBLEMS (INCLUDING PERSONAL GRIEVANCE)**

If the employment relationship problem cannot be resolved by discussion between the employer and employee, then either party may request assistance from the Ministry of Business, Innovation and Employment who may provide mediation services.

If the problem is not resolved by mediation, an employee may apply to the Employment Relations Authority for investigation and resolution.