



Collective Employment Agreement

2019-2020



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1. PARTIES TO THE COLLECTIVE AGREEMENT

The parties to this Agreement are:

Employer Party

The employer parties to this Agreement are (hereafter referred to as “the employer”):

- a) Summerset Care Ltd
- b) Any other residential centres that Summerset may acquire or establish during the term of this Agreement, provided that the employees’ work comes under the coverage clause to this Agreement
- c) Any amalgamation of the abovementioned companies
- d) Any addition to the abovementioned companies, where the nature of the work remains the same in the essence.

Union Parties

- a) E tū Incorporated
- b) The New Zealand Nurses Organisation (hereafter referred to as the “the unions”).

Coverage

This Agreement shall apply to all members of the above unions who are employed by the named employer to work in residential care and the supervision of rental flats who are specifically employed as:

- Caregiver
- Enrolled Nurse
- Registered Nurse
- Housekeeper/Laundry Assistant
- Recreational/Diversional Therapist
- Café Assistant/Kitchen Assistant/Kitchen Hand
- Chef/Cook

This Agreement shall not apply to any designation not listed above and in particular shall not apply to any person who is employed and designated as a:

- Activities Coordinator
- Care Centre Manager
- Clinical Nurse Lead
- Property employees
- Quality Assurance Manager
- Regional Quality Manager
- Manager
- Sales Manager/Assistant
- Village Manager
- Administrators/Reception/Office Manager and secretarial employees who do not work in residential care facilities

1.2 New employees shall be advised that this Agreement exists and that they may join the union. New employees shall be provided with the union's information pack on or before the first day of employment.

1.3 This Agreement is made pursuant to the Employment Relations Act 2000 and shall be binding on the parties.

1.4 Signature of this Agreement denotes full acceptance of the terms and conditions contained herein.

1.5 It is a condition of this Agreement that all previous terms and conditions of employment shall be superseded by the terms and conditions set out in this Agreement unless arrangements have been made between the parties. It is agreed that any employees who may be potentially impacted by the application of this clause will be proactively identified and discussed during negotiations.

2. PASSING ON

2.1 The parties recognise and agree that section 59(B)(1) of the Employment Relations Act makes it a breach of good faith to pass on, in certain circumstances in individual employment agreements, terms and conditions agreed in collective bargaining or in a collective agreement.

3. TERM OF AGREEMENT

3.1 This Agreement shall come into force on 1 October 2019 and shall continue to remain in force until 30 September 2020.

3.2 The union initiated benefits agreed to in this year's bargaining round shall not automatically be passed onto those employees on individual employment agreements who were employed at the time of ratification and whose work comes within the coverage clause of this Agreement.

4. DUTIES AND RESPONSIBILITIES

- 4.1 The employer, as a party to this Agreement, will meet all obligations it has to its employees including the obligation to be a fair and reasonable employer, subject always to the terms of this Agreement.
- 4.2 The employer sells and provides accommodation, property management, meals, recreation and health care to elderly people on a 24 hour, seven day a week basis. By necessity, the scope of duties required and hours worked by the employee must be flexible. From time to time staff may be requested to undertake duties or work hours which are outside the duties or hours normally required.
- 4.3 Employees will diligently fulfil the responsibilities under this Agreement and act in the best interests of the employer, including respect for and observance of any relevant position descriptions, policies and rules of the employer not contrary to this Agreement, that are in place from time to time.
- 4.4 Employees are required to honestly and diligently carry out all the duties required during the course of employment and in return, the employer undertakes to treat employees fairly and reasonably in all aspects of employment.
- 4.5 Summerset is committed to providing safe staffing and a healthy workplace for their employees. A fixed agenda item at the combined Summerset/union working meetings, will be a report from Summerset around trends, gap analysis and action plans. Staffing information will be treated as commercially sensitive information and will not be disclosed to any parties outside of the meeting group.
- 4.6 Summerset are conscious of their obligations to provide a safe and healthy work environment for all employees, including ensuring where practicable, that staffing resource levels are maintained at levels applicable to the quality and care requirements of each village.

5. HOURS OF WORK

- 5.1 Each employee shall be provided with a written copy of an additional individual terms of employment which shall not be inconsistent with this Agreement. The individual terms shall state the employee's agreed hours including employee's minimum guaranteed hours of work, the days of the week the work will be performed, the start and finish times of the work and any flexibility relating to the days of work and start and finish times when the minimum guaranteed hours of work will be worked. Any agreed variation to hours of work shall be recorded and a copy provided to the employee.
- 5.2 The roster will detail the names of employees, the days they are to work within the roster period and their respective start and finish times on those days. This roster will be displayed on a staff notice board or in a folder accessible to all affected employees.

- 5.3 Ordinary hours of work will be set in accordance with a rostered shift pattern. The hours of work shall not exceed forty hours per week or eight working hours per day, except for Registered Nurses who are working the night shift, the hours of work shall not exceed eighty hours per fortnight or ten hours per day.
- 5.4 Ordinary hours for each duty, shift or period of work will be a maximum of eight hours.
- 5.5 Where practicable, rosters shall seek to provide employees with two consecutive days off in each seven day period.
- 5.6 Rosters will be available for employees, other than casuals, a fortnight in advance of their commencement. Once posted, rosters will not be changed without consultation with the affected employee(s) taking into consideration the employee's individual circumstances. The employee shall not unreasonably refuse to agree to requests to change hours at less than two (2) weeks' notice.
- 5.7 Employees may swap particular daily shifts with other employees, however the employer's agreement must be obtained prior to the swapped shifts being worked.
- 5.8 Rest and Meal Breaks
- a) An employee is entitled to a 10 minute paid rest break after working 3 hours
 - b) An employee who works a 7.5 hour shift is entitled to a further 15 minute paid rest break after 6 hours
 - c) An employee is entitled to an uninterrupted unpaid 30 minute meal break when they work 5 hours or more
 - d) If an employee is required to work through the meal break at the Village/Care Centre Manager's request, then the meal break is paid for
 - e) Where an employee is requested by the Village/Care Centre Manager to stay on the premises during their meal break the break will be paid for
 - f) Night shift employees will be entitled to a paid 30 minute meal break
 - g) All rest and meal breaks will be allocated at the commencement of each duty by the shift charge
 - h) The employer shall make available reasonable amounts of tea, coffee, milo milk and sugar for all employees.
- 5.9 Rostered ordinary hours shall be separated by a period of at least 9 consecutive hours.
- 5.10 Whenever practicable, additional hours shall be offered to existing part-time employees in the first instance.
- 5.11 Any new vacancies shall be advertised internally as well as externally.

6. OVERTIME

- 6.1 All time worked in excess of 8 hours in any one day shall count as overtime and be paid at one and one quarter of the hourly rate. Overtime will be calculated on a daily basis.
- 6.2 All overtime must be requested, approved and signed off by the Village/Care Centre Manager.
- 6.3 No overtime will arise out of the voluntary exchange of shifts.

7. SECONDARY EMPLOYMENT

- 7.1 The employee shall be entitled to undertake secondary employment so long as the undertaking of such secondary work does not compromise the availability of the employee to attend work for their usual rostered shifts or impact on their ability to undertake their duties to the required standards. Where the employer reasonably believes that an employee's ability to attend work or complete their duties is compromised through the undertaking of secondary employment, the employer reserves the right to request the employee to cease such secondary employment.

8. SALARIES WAGES AND ALLOWANCES

- 8.1 For the purpose of remuneration, employees shall be classified in terms of Appendix One according to the duties to be wholly or substantially performed. Factors to be considered in setting the appropriate rate of pay will be proven experience, relevant educational qualifications and demonstrated competence on the job. The minimum respective rates of pay are as detailed in Schedule One of this Agreement.
- 8.2 On appointment, the employer shall place employees on any step of the relevant scale. The employer will take into account confirmed evidence of previous experience or other relevant work and life experience. The employer may credit this service.
- 8.3 The employer supports the principle of Pay Parity between like positions with similar skills, experience and patient complexity between the DHB and the employer and will work with the unions to support parity to the funders.
- 8.4 Wages will be paid fortnightly, with each pay week ending on Sunday night. Wages will be paid into the bank account nominated by the employee, no later than the Thursday following the week in which they were earned. Where there is a failure in the payment system or an employee is short paid, correct payment will be made at the earliest practicable time thereafter.
- 8.5 Employees will receive a wages slip showing how the pay has been

calculated and any deductions.

- 8.6 Summerset shall be entitled to make a rateable deduction from wages for time lost through default, sickness, injury, unpaid leave or absence.

In the event that an employee receives an overpayment into their nominated account, pursuant to legislative provisions, Summerset shall be entitled to deduct the amount of the overpayment from the employee's next payroll payment due, having advised of the amount of the overpayment and the intention to take the deduction. However, if an employee receives an overpayment and it is not immediately deducted in accordance with the provisions of this clause, the employee acknowledges Summerset's right to recover the amount of overpayment from future payroll payments, subject to consultation regarding the timing and amount of deductions to be taken.

In the event that an employee has not fully repaid any amount of overpayment or there is any other amount outstanding due to Summerset at the time of employment ending, the employee authorises Summerset to deduct the amount that is owed by from the final pay.

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

- 8.8 The payment of final wages on termination is subject to the employee returning all of the employer's property including all keys, uniform and equipment items in their possession supplied by the employer.

- 8.9 The employer shall keep a time and wages record in which shall comply with section 130 of the Employment Relations Act 2000.

- 8.10 When an employee carries out the work of a higher graded position, they shall receive the higher rate of pay for the hours spent carrying out that work, provided that such work is undertaken at the request of management and agreed prior to the commencement of the shift.

- 8.11 **Practicing Certificate:** The employer will reimburse the cost of the annual practicing certificate for Registered and Enrolled Nurses on production of receipt.

- 8.12 **Weekend Allowance:** An employee working a Saturday or Sunday shift will receive a Weekend Allowance equivalent of an additional 25% of their ordinary hourly rate of pay from the 1st January 2020. For clarity the weekend allowance applies to all hours worked from midnight Friday until midnight Sunday.

This allowance shall be paid in addition to any other entitlements i.e. if an employee is working overtime, then the normal base rate will be improved by the overtime rate and then 25% is added to this amount. The Weekend Allowance is therefore added to the hourly rate once all other adjustments have been made.

- 8.13 **Travel:** where a private vehicle is to be used for business use then the approval of the manager must first be obtained except in an emergency situation. An allowance of 62c per kilometre shall apply however an employee can refuse to use own car.

9. TERMINATION OF EMPLOYMENT

- 9.1 Either party may terminate this Agreement by giving 4 weeks' notice in writing to the other party. Employees will generally be required to work the full 4 weeks' notice period, however the notice period may be reduced by mutual agreement in writing. No payment will be made for any portion of the notice period that is not worked unless the employer has exercised discretion to make payment in lieu of that period.
- 9.2 Where an employee resigns from their employment through the providing of the required period of notice, in lieu of Summerset paying the employee in lieu of working out the notice period or requiring the employee to work out the notice period, elect to place the employee on a period of garden leave for all or some of the notice period thereby ensuring the employee continues to be paid their usual payments (what they would have received had they been at work) without the employee being required to attend work. Prior to Summerset making such decisions they will discuss the possibility of a period of Garden Leave being applied with the employee and after providing the employee with an opportunity to seek advice and respond and considering their views, confirm whether a period of Garden Leave is to be applied.
- 9.3 Sub-clause 9.1 shall not prevent the employer from summarily dismissing an employee in the case of serious misconduct.

9.4 Abandonment of Employment

- 9.4.1 In the event that an employee is absent from work for a continuous period of three working days or more without the consent of the employer, or without notification to the employer, the employee shall be deemed to have terminated their employment without notice.
- 9.4.2 Termination shall be subject to the employer having attempted to contact the employee during the period of absence, to establish the reason for the absence.
- 9.4.3 This clause shall not apply where it can be shown that it was not possible to contact the employer due to an emergency (e.g. unexpected hospitalisation).

9.5 Redundancy

- 9.5.1 For the purposes of this Agreement 'redundancy' is a condition in which the employer has staffing levels surplus to their requirements because of closing down or reduction of the whole or any part of the

employer's operations due to reorganisation or economic circumstances or sale of the business or contracting out of services or like cause requiring a reduction in the number of employees.

- 9.5.2 In the event that the employer is proposing to make a decision that adversely affects continuation of employment for reasons set out in clause 9.5.1, it agrees to consult with the union(s) prior to the decision being made and issuing any redundancy notice to employees. Consultation will include giving the union a copy of the proposal in writing where practicable together with supporting documentation that the union may lawfully have access to.
- 9.5.3 This prior notice is to allow time for discussions between the employer, the union and employee(s) affected by the possible redundancy around the processes to be followed in terms of any employee assistance or process for negotiations with an incoming service provider around possible employment continuity and to determine whether there is any alternative to redundancy, which would be the employer's least favoured option. Adequate time will be allowed for a response and to hold meetings to discuss alternatives with the principles set out in clause 18.1.2(a), (b) and (c) being observed when organising any such meetings.
- 9.5.4 All redundant employees will receive 4 weeks' redundancy compensation. This will be calculated on the average weekly base pay that the employee had received in the preceding 52 weeks (or lesser period as applicable). For the purposes of this clause, base pay excludes any overtime, shift payments or other extraordinary payments. This provision is in addition to any notice period as provided for in clause 9.1.
- 9.5.5 An employee who is given notice of redundancy, may be obliged to work out the notice period except that should they obtain alternative employment that would require a commencement date earlier than the expiry of the notice period, the employee and Summerset may agree to waive the remaining period of employment or part thereof. The employer's consent should not be unreasonably withheld in such cases.
- 9.5.6 Upon termination of the employment due to redundancy, Summerset, on request, shall provide the employee with a certificate of service stating dates and the capacity of the employment and explaining that termination was due to redundancy and in no way related to any dissatisfaction with the employee's performance. Assistance will be offered in the production of a curriculum vitae and the employer will consider on a case-by-case basis, giving redundant employees the opportunity to attend interviews for alternative employment during their working time

and/or arranging individual counselling.

9.6 Sale, Transfer and Contracting Out

- 9.6.1 In the event that sale or transfer of all or part of the business or contracting of services is being considered Summerset shall endeavour to make it a condition of any such sale or contract that current employees be offered positions with any incoming owner or contractor on their existing terms and conditions.
- 9.6.2 In the event of sale, transfer or takeover of the whole or part of the company's business to another organisation an employee may either accept any offer of employment and/or exercise any rights to employment that may arise under Part 6A of the Employment Relations Amendment Act 2004 (which may include a right to transfer on their current terms and conditions and retain collective coverage) or where the above provisions do not apply shall be declared redundant.
- 9.6.3 With the view to protecting employees bound by this Agreement from being disadvantaged in the event of the work undertaken by them being contracted out or the business or part of the company's business is sold or transferred to another organisation, the employer shall endeavour to take all practical steps that are available to it to minimise any such identified disadvantage.

9.7 Company Structure

- 9.7.1 In the event that the companies of the employer party to this Agreement amalgamate or segregate into one or more companies during the term of this Agreement, every employee employed at the time of the amalgamation shall be employed by the company or companies on their identical terms of employment (save only a change in the identity of the employer) and conditions of work inclusive of any service based entitlements.
- 9.7.2 Employees shall not be deemed to be redundant in the circumstances described in clause 9.7.1.

9.8 Surveillance

Employees are advised that Summerset does have a number of video surveillance cameras (including CCTV equipment) operating within its facilities and GPS tracking devices installed within Summerset motor vehicles. While information captured on such devices is primarily used for security and operational purposes, where applicable, Summerset reserves the right to use such information to support performance or disciplinary process as it may deem appropriate.

9.9 Suspension

In the event of an allegation of serious misconduct involving the safety and/or security of a resident or colleague, Summerset may, after discussing the proposal of suspension with the affected employee, including providing an opportunity to seek union advice and support and then considering their views, suspend the employee on full pay whilst the investigation is carried out.

10. LEAVE

10.1. Annual Holidays

- 10.1.1 In accordance with the Holidays Act 2003 and its amendments, employees shall become entitled to four weeks annual holiday on the completion of each year of employment. The remuneration for each week of annual leave shall be calculated in accordance with the Holidays Act 2003 and its amendments.
- 10.1.2 Holiday pay shall be calculated in accordance with the provisions of the Holidays Act 2003.
- 10.1.3 Annual holidays should wherever possible be taken within 12 months of falling due at such times as are agreed with the employer.
- 10.1.4 The timing of annual holidays must be approved. Leave applications must be given to the Village/Care Centre Manager at least 4 weeks in advance unless otherwise agreed between the employee and the employee's manager. The employer will take into account the work requirements of the employer and the opportunities for the employee's own rest and recreation when considering requests for annual holidays.

Note: School holidays are not treated any differently from other times of the year.
- 10.1.5 If no agreement can be reached about the timing of annual holidays, or if annual holidays have not been taken within 12 months of them falling due, employees may be required to take annual holidays in order to prevent accrual from one year to the next. Where this is the case the employer shall be required to give no less than 14 days' notice.
- 10.1.6 Employees entitled to holidays shall receive payment for the same prior to commencing the holiday, provided written notice has been given otherwise holiday pay will be paid in the pay period that relates to the period in which the leave is taken.
- 10.1.7 After 10 years' continuous service with Summerset, an employee shall be entitled to a one off special holiday of one week. This special holiday will be on ordinary pay and must be taken as one unit within the year it falls due at a mutually agreed time between

the employer and employee. If the employee should leave the employment of Summerset (except for misconduct) during the year that this leave is valid, the leave may be paid out in the same manner as annual leave. The employer would like to reference C11 Rewarding Staff for Long Service policy. This sub-clause is to be read in conjunction with this policy and it is not the intention for this clause to provide additional long service leave to what is outlined in policy.

10.2. Public Holidays

10.2.1 Employees are entitled to 11 public holidays in addition to annual holidays. Where public holidays fall on days, which would otherwise be working days, they will be holidays on pay.

10.2.2 The 11 public holidays are

- (a) Christmas Day
- (b) Boxing Day
- (c) New Year's Day
- (d) The second day of January (or some other day in its place)
- (e) Good Friday
- (f) Easter Monday
- (g) Anzac Day
- (h) Labour Day
- (i) The birthday of the reigning Sovereign
- (j) Waitangi Day
- (k) The day of the anniversary of the province (or some other day in its place)

Transfer of Public Holidays

In the event that 25 December (Christmas Day), 26 December (Boxing Day) 1 January (New Year's Day) and/or 2 January, Waitangi or ANZAC day fall on a Saturday and/or Sunday, or other days as prescribed by relevant legislation the following shall apply:

- a) Where that/those day(s) would otherwise be a working day for the employee, then the employee's public holiday(s) shall be treated as falling on that/those actual day(s)
- b) Where that/those day(s) would not otherwise be a working day for the employee, then the employee's public holiday(s) shall be treated as falling on the following Monday and/or Tuesday, as

the case may be (i.e. Saturday transferred to Monday or Sunday transferred to Tuesday).

- 10.2.3 In the event that employees are rostered to work a shift which begins before and finishes after midnight on a public holiday, the day on which the public holiday falls shall be deemed to be the 24 hour period beginning at 12.00 midnight on the calendar date prior to the holiday and ending at 12 midnight on the calendar date of the holiday (e.g. Christmas day shall be observed from twelve midnight December 24 to twelve midnight December 25).
- 10.2.4 Due to the nature of the industry, employees may be required to work when rostered hours of work fall on a public holiday. The employer will endeavour to use employees that wish to work on the public holiday, but if insufficient employees make themselves available, employees already rostered for this period will be required to work in order for the centre to be able to meet the minimum staffing needs to operate.
- 10.2.5 If employees are required to work on a public holiday, they shall be paid in accordance with the provisions set out in the Holidays Act 2003 (section 50) and its amendments. If the employee works on a public holiday that would normally be a day of work for them they shall also receive an alternative holiday at relevant daily pay.

10.3. Sick Leave

- 10.3.1 After six months current continuous service with the employer, in each subsequent year of service the employee will be entitled to ten days sick leave, or pro-rata between five and ten days if the employee is employed on a part-time basis per Appendix Two of this Agreement. This is not in addition to that provided under the Holidays Act 2003 and its amendments. Sick leave in the first six months of employment will be at the employer's discretion and if granted may be deducted from the employee's next entitlement.

Grand parenting provision:

- a) Pro-rata of sick leave will only apply to employees who were hired after 31 October 2014
 - b) Employees who were continuously employed prior to 31 October 2014 will be entitled to ten days sick leave irrespective of whether they work on a part-time basis.
- 10.3.2 Sick leave shall be cumulative up to 30 days only. If no sick leave is taken, the entitlement will remain at 30 days. However, if sick leave is taken the appropriate deduction will be made. Explanatory tables are attached as Appendix Two.

- 10.3.3 Employees who work an average of 60 hours or more per fortnight and have exhausted their sick leave entitlement may apply for additional sick leave under certain circumstances. For example, in the event of a norovirus outbreak that affects a number of residents and employees at that facility. Approval for additional sick leave will be at the employer's discretion and would take into account factors such as sick leave patterns of usage. This additional sick leave would not be considered to be in advance – it is additional for that year.
- 10.3.4 Sick leave may be used in the event of the employee's personal sickness or injury or their partner, or a person who is dependent on the employee for their care.
- 10.3.5 Sick leave will be paid in accordance with the Holidays Act 2003 and its amendments.
- 10.3.6 The employer may require the employee to produce a medical certificate for any period of absence of three consecutive days or more and further certificates (at not more frequent intervals than fortnightly) in the case of extended illness.
- 10.3.7 In the case of extended illness, the employee may be required to attend a medical practitioner of Summerset's choosing to assess suitability for continued employment. This will be done at the employer's expense.
- 10.3.8 The employee shall advise the employer as soon as practicable of inability to work because of illness. Only in exceptional circumstances shall notice be given after the time for the commencement of duty.
- 10.3.9 This leave is not in addition to the leave prescribed in the Holidays Act 2003.
- 10.3.10 The intention of this clause is that sick leave be paid for in cases of genuine illness.
- 10.3.11 Notwithstanding clause 10.3.6, the employer may require a medical certificate for any sick leave, including single days. In this event the employer will inform the employee as early as possible that the proof is required and will meet reasonable costs of the employee in obtaining the medical certificate.

10.4. Parental Leave

- 10.4.1 Parental Leave shall be in accordance with the Parental Leave and Employment Protection Act 1987.

10.5. Leave Without Pay

- 10.5.1 Leave without pay may be granted with the prior approval of the employer if a substitute employee of equal job status is available to replace the employee. It is the employee's responsibility to arrange the substitute.

10.6. Bereavement/Tangihanga Leave

- 10.6.1 The basic intent of this provision is to provide every reasonable opportunity for an employee to discharge any obligation and/or to pay their respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of particular cultural requirements, such as attendance at all or part of a Tangihanga (or its equivalent).
- 10.6.2 Bereavement leave will only be given as paid leave in accordance with the provisions set out in the Holidays Act 2003 and its amendments. Full pay for a period of up to but not exceeding three days will be available on the death of an employee's:
- Spouse/partner,
 - Child or step child
 - Parent or step parent
 - Parent or sibling of spouse or partner
 - Brother or sister of mother or father
 - Grandparent or grandchild
- One day's paid bereavement leave will be given for another person if the employer accepts that the employee has suffered a bereavement.

10.7. Special Circumstances

- 10.7.1 The employer will consider all reasonable requests and/or suggestions concerning leave, so long as fulfilment of duties is ensured. The employer may at its discretion grant paid or unpaid leave in order to accommodate special circumstances not recognised or provided for in the preceding clauses.

10.8. Approved Extended Unpaid Leave

Employees may request a period of extended unpaid leave. The employer's preference is that paid entitlements will be used prior to taking any unpaid leave. All such leave requests will be considered by the General Manager Operations, which may include extramural study, overseas travel or other circumstances where the employer considers at their sole discretion that the leave is justified. Approved requests for extended unpaid leave may result in an employee's anniversary date for the calculation of time based entitlements being changed, consistent with the provisions of the Holidays Act 2003.

10.9. Jury Service

Where an employee is obliged to undertake jury service, the difference between the fees (excluding reimbursing payments) paid by the Court and the employee's basic daily pay shall be made up by the employer provided:

- a) Upon receipt of notification of pending jury service, the employee shall advise the employer
- b) That the employee produces the Court expenses voucher to the employer
- c) That the employee returns to work immediately on any day they are no longer required by the Court
- d) These payments shall be made for up to a maximum of five days in respect of each separate period of jury service.

10.10. Family Violence Leave

Family Violence Leave will be provided in accordance with the Family Violence Act 2018 and the Summerset Staff Leave and Flexible Working Policy which may be reviewed and updated from time to time. Staff are encouraged to seek support from their leader, the HR team or their union.

11. HEALTH AND SAFETY

- 11.1 The parties to this Agreement shall comply with the Health and Safety at Work Act 2015. The employer and employees shall take all reasonable precautions for the safety and health of all employees. Employees who do become aware of damage or faults to equipment or the existence of other hazards that may endanger the health or safety of others shall immediately report such damage, fault or hazard to management. Employees are expected to be familiar with the employer's Health and Safety policy and are expected to abide by it, as it may be applicable and as consistent with the Employee Participation provisions stated in Appendix 4.
- 11.2 The employer will keep an incident register. All incidents and/or injuries, and/or near misses, including any incidents involving verbal or physical abuse by residents, which arise out of or during the course of the employment (no matter how minor) must be reported to the employer in writing (or recorded in Summerset's Risk Management and Safety System) as soon as is practicable after the incident occurs.
- 11.3 The employer reserves the right to dispute the validity of any claim (ACC or otherwise) relating to alleged work-related accidents or injuries which have not been reported in accordance with this clause.
- 11.4 Employees are required to notify the employer within one working day of filing any work-related claim with Summerset's Third Party Administrator (TPA). Summerset's TPA is Work Aon as party of the ACC Partnership Programme. Employees agree to provide the employer with a copy of the ACC45 form that records the TPA application and copies of any other documents or medical certificates, which are provided to TPA from time to time with respect to continuing eligibility for accident compensation cover.

- 11.5 In the event that an employee is unable to engage in employment because of a personal injury caused by accident or injury that is covered by the Accident Compensation Act 2001 then the employer reserves the right to:
- 11.5.1 Require the employee to undertake a medical examination by an appropriate health professional at the employer's expense, for the purpose of determining employer compensation for the first 7 days of incapacity as covered by the Accident Compensation Act 2001.
 - 11.5.2 Request from the TPA case manager, details on your capacity to work (including any work injury reports) and advise TPA on our willingness to participate in an individual rehabilitation plan.
 - 11.5.3 Request and arrange a second opinion from a specialist.
 - 11.5.4 Seek a further medical determination from TPA which states specifically which duties specified in the position description and which duties the employee is capable of discharging and with the responsibilities of the HSIE Act implement through the TPA case manager the agreed rehabilitation plan.
 - 11.5.5 To replace the employee where the medical determination from TPA indicates the duration of absences from work for a period of 3 months or longer. Where permanent replacement is necessary the employee will be advised in advance and given the opportunity to make any submissions, that if unable to return to full duties by a certain date the employment will be terminated.
- 11.6 All safety precautions and procedures (including the wearing of any protective clothing and/or equipment) must be observed at all times.
- 11.7 Any acts or omissions of any employee which endanger the health and safety of either an employee or any other person or persons may result in summary dismissal.
- 11.8 The employer will supply uniforms for nursing, caregiving and domestic employees. All items shall remain the property of the employer.
- 11.9 Union delegates or their nominees will be invited to participate in local Health and Safety Committees, along with all other employees from the location.

12. CONFIDENTIALITY

- 12.1 The employee will not, either during the term of this Agreement or after its expiry or termination for any reason disclose any Confidential Information except in cases where:
- a) The disclosure of such information is a necessary or a reasonable part of the employee's duties and responsibilities; or
 - b) The information was public knowledge when this Agreement was entered or became so at a later date (other than as a result of any breach of confidentiality by the employee); or

c) The law requires the disclosure.

12.2 “Confidential Information” means all confidential information, whether held in hard copy form, electronically, on computer disk or otherwise, including, but not limited to:

a) Any information, knowledge or material which Summerset has designated or may designate as proprietary; and

b) Client, customer or purchaser information; and

c) Patient or resident information;

d) Business or financial information; and

e) Any such other information which, by reason of the sensitivity of its subject matter, Summerset reasonably considers should be protected from disclosure.

12.3 Breach of this clause may constitute serious misconduct and may be grounds for dismissal.

13. STAFF TRAINING

13.1 The employer accepts that they are to ensure that all employees who have direct contact with the residents have completed education/training that is relevant to the care of the older person as required by the Health and Safety standards.

13.2 The employer will pay employees for attending in-service training outside of normal working hours or provide time in lieu.

13.3 If the employee resigns or is dismissed for misconduct within 12 months of the commencement of a training course paid for by the employer, the full cost of the course to the employer shall be reimbursed and shall be treated as a debt owed by the employee to the employer and amount of the debt will be deducted from their final pay. The debt shall be treated on a pro-rata basis according to the proportion of the 12 months’ service the employee has completed prior to the dismissal. This sub-clause does not apply to those courses provided by an external provider and for which the employee is bonded to the employer.

13.4 Any employee required and approved by the employer to complete external training shall receive their ordinary pay whilst undertaking the training.

13.5 Professional Development and Recognition Programme (PDRP)

13.5.1 PDRP is available to all Registered and Enrolled Nurses and shall be jointly and actively promoted by all parties during the life of this Agreement.

13.5.2 Registered and Enrolled Nurses are encouraged to continuously work on their professional development through the completion and retention of their PDRP. The PDRP process is outlined within the Summerset PDRP policy with payments for completion and retention of the PDRP to be paid in accordance with the provisions of this Agreement.

13.6 Professional Development – Care and Support Workers

The employer accepts that the obligation to take all reasonably practical steps to ensure that a care and support worker can attain the relevant qualifications set out in the Care and Support Worker (Pay Equity) Settlement Act 2017 including, but is not limited to:

- a) Provide education and training support equivalent to two paid days per annum, per each level three or four qualification enrolled employee, whereby the employee will be rostered off their usual duties to enable them to study on site to undertake learning associated with their qualification
- b) Ensure the provision of a suitable number of trained in-house qualification assessors so there is no delay in having care and support workers assessed for their unit standards and this assessment is done on the job
- c) Maintain a record for every care and support worker in their employment, accessible upon request to a union representative, which sets out the care or support workers professional development.

14. SEXUAL HARASSMENT

14.1 The parties to this Agreement acknowledge that sexual harassment is totally unacceptable in the workplace.

14.2 Sexual harassment is verbal or physical behaviour of a sexual nature that is unwelcome to the receiver and is embarrassing or intrusive. It affects morale, work effectiveness and the right to enjoy a good working environment. Some types of behaviour constituting sexual harassment are:

- 14.2.1
- a) Sex-oriented jibes or abuse
 - b) Offensive gestures, comments or material
 - c) Unwanted and deliberate physical contact
 - d) Requests for sexual intercourse, including implied or overt promises for preferential treatment or threats concerning present or future employment status.

Where it may occur:

- 14.2.2
- a) Among co-workers
 - b) Where a supervisor uses position and authority to take sexual advantage of another employee or to control or affect the career, salary or job of that employee

- c) In dealing with members of the public, clients, residents or patients.

14.3 Employer Responsibility

14.3.1 It is the responsibility of the employer to maintain a work environment free of unwelcome behaviour and to provide a mechanism for reporting sexual harassment, ensuring a fair investigation which ensures procedural fairness to both the complainant and the alleged harasser and protects the complainant from reprisal.

14.3.2 Care is to be taken during the investigation of any complaint of sexual harassment and afterwards to prevent any disadvantage to the complainant and care must also be taken to protect the position of other parties if the complaint is found to be unwarranted.

14.4 The employer relies on employees at all levels to facilitate and encourage proper standards of personal and ethical conduct in the workplace.

14.5 If an employee wishes to make a complaint, they may pursue a formal complaint using the personal grievance procedures provided in the Employment Relations Act 2000 or the Human Rights Act. Employees should refer to the Employment Problem Resolution procedure attached to this Agreement.

15. EQUAL EMPLOYMENT OPPORTUNITIES

15.1 The parties to this Agreement agree with the principles of equal opportunity in employment.

15.2 The employer is committed to ensuring the absence of discrimination in employment on the grounds of race, ethnic origin, sex, marital status, religious belief, sexual orientation, union and political affiliation and age.

16. VARIATIONS

16.1 The provisions of this Agreement may be varied at any time by written agreement between Summerset and the union. Where a proposed change directly affects only a particular employee or group of employees such change may be agreed and apply only to the employee or group of employees. Acceptance by the union will be determined by affected employees by the ratification procedure applicable to the bargaining for the collective agreement/variation.

17. EMPLOYMENT RELATIONSHIP PROBLEM RESOLUTION PROCESS

17.1 The following is an explanation for employees bound by this Agreement of the services available for the resolution of employment relationship problems.

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

- a) If during or after your employment, you consider you have a personal grievance, dispute, arrears of wages claim or any other form of employment relationship problem, you should in the first instance, raise the matter with your manager so they can try and resolve it with you. In the event you are not comfortable with your manager or that person would be inappropriate to refer it to, then contact the GM of Operations and Customer Experience or the GM of Human Resources. It is the employer's policy to attempt to resolve problems directly and at the earliest opportunity. Employees are reminded that they have a right to have their union delegate, union official or representative present if they wish.

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

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

- b) If the employer does not resolve the issue to the satisfaction of the employee(s), the employee(s) may apply to MBIE for mediation service assistance. This may include:
 - i. Provision of information or explanations as to where information can be found by way of telephone, fax, email or internet
 - ii. Provision of information through pamphlets, brochures or booklet specialist services, including mediation hearings and meetings.
- c) If the employment relationship problem is not able to be resolved with the assistance of the mediation service, the employee(s) are able to proceed to the Employment Relations Authority, which will provide an investigatory process and will issue a written decision.
- d) The employee(s) are able to go to the Employment Relations Authority without first obtaining mediation assistance. The Authority will, however, direct the employee(s) back to mediation unless the authority considers that mediation would not be appropriate.

- e) In certain circumstances, the employee(s) will be able to appeal to the Employment Court and the Court of Appeal if they are unhappy with the outcome of the Employment Relations Authority.
- f) Remember, you can seek advice from your union if any employment relationship problem arises and you are unsure what to do.
- g)

18. UNION RIGHTS

18.1 Union Access

- 18.1.1 Union representatives may access the employer workplaces for recruitment purposes and to deal with employment or union matters for or on behalf of union members.
- 18.1.2 Union representatives will, however, observe the following protocol when they enter the employer's workplaces:
 - (a) Report first to the Village Manager or in the manager's absence, the Office Manager or Care Centre Manager
 - (b) Compliance with existing Health and Safety and security measures
 - (c) To limit entry to reasonable times when the particular employee(s) the union wish to see are working there
 - (d) To have regard to normal business operations
 - (e) Explain the purpose for their visit and on arrival the union official must provide evidence of their identity and evidence of their authority to represent the union concerned.
- 18.1.3 Nothing in this protocol allows an employer or manager to unreasonably deny access.

18.2 Union Meetings

- 18.2.1 In accordance with Section 26 of the Employment Relations Act 2000, in each calendar year employees who are members of E tū Incorporated and the New Zealand Nurses Organisation, shall be entitled to a total of four hours leave per annum, without loss of ordinary pay to attend meetings called by their respective union representatives, provided that each of the following conditions are met:
 - (a) Notification is in writing with 14 days' notice
 - (b) The date and time of the meeting shall be agreed with the employer

- (c) Normal duties will resume immediately at the conclusion of the meeting
- (d) Only those employees attending the meeting during their ordinary hours of duty will be entitled to payment
- (e) Sufficient employees will remain available to ensure essential care of residents and patients is maintained during the time of the meeting
- (f) The unions will supply the employer a list of members who attended the meeting and advise the employer of the duration of the meeting.

This leave is inclusive of and not in addition to the provisions of the Employment Relations Act 2000.

18.3 Employment Relations Education Leave

Employment relations education leave shall be allowed in accordance with Part 7 of the Employment Relations Act 2000. Refer Appendix Three.

The unions shall send any Employment Relations Education Leave request through to the relevant Village Manager and copy in the Human Resources department.

18.4 Union Deductions

Upon written authorisation, the employer will deduct union fees from the wages of union members and shall remit them to the union on a monthly basis. This also includes periods of time off work on paid leave.

18.5 Copy of Agreement

The employer shall ensure a copy of this Agreement is readily available to all union members so requesting it.

18.6 Information for New Employees

- 18.6.1 The employer agrees to provide new employees with information supplied by the Union, including the name and contact details of recognised workplace delegates.
- 18.6.2 In addition, the employer will invite the on-site union delegate (or representative where there is no on-site delegate) to the proposed new monthly Induction and Orientation Programme. The delegate or representative will be provided with a 15 minute slot for the purpose of introducing new employees to the union(s).

18.7 A Memorandum of Understanding

A Memorandum of Understanding between the parties further details how Summerset and the unions will work together in the best interests of


employees.

18.8 Union Rights

The employer shall support and resource delegates where reasonably practicable to undertake union duties including recruiting and representation during working hours.

SIGNATURE OF PARTIES


Signed:



For and on behalf of the employer
Summerset Care Limited

*D W CURRAN
S.M.*

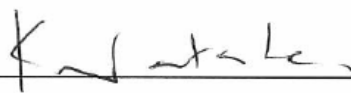
Signed:



For and on behalf of the employees covered by this Agreement
E tū Incorporated

13/12/19

Signed:



For and on behalf of the employees covered by this Agreement
New Zealand Nurses Organisation

17/12/2019

SCHEDULE One - Hourly pay rates effective From 1 October 2019

Caregivers, Recreational Therapists, Diversional Therapists

Qualification or length of service	01/07/2019	01/07/2020	01/07/2021
L0 or <3 years' service	\$20.50	\$20.81	\$21.50
L2 or 3+ years' service	\$21.50	\$21.82	\$23.00
L3 or 8+ years' service	\$23.00	\$23.35	\$25.00
L4 or 12+ years' service	\$25.50	\$25.88	\$27.00

Enrolled Nurses

	01/07/2019	01/10/2019
Step One	\$25.18	\$25.75
Step Two	\$26.50	\$26.75
Step Three		\$27.10
Step Four		\$27.80

Enrolled Nurse Pay Progression Criteria

Progression is by automatic annual increments subject to satisfactory performance appraisal

Registered Nurses

	01/07/2019	01/10/2019
Step One	\$27.58	\$28.27
Step Two	\$28.82	\$29.54
Step Three	\$30.04	\$31.00
Step Four	\$31.28	\$32.28
Step Five	\$33.27	\$35.07
Step Six	\$34.18	\$36.12
*Step Seven		\$37.20

Registered Nurse Pay Progression Criteria

Progression is by automatic annual increments subject to satisfactory performance appraisal.

*Progression to step seven remains the same progression as for movement to the other steps of the scale and is effective from 1 July 2020

PDRP Payments

An annual payment in accordance with the table below shall be made on proof of completion.

	Competent	Proficient	Accomplished/Expert
Enrolled Nurse	\$1,000	\$3,000	\$4,500
Registered Nurse	\$1,250	\$3,000	\$4,500

Housekeepers/ Laundry Assistants/ Café Assistants/ Kitchen Assistants/ Kitchen Hands

	01/10/2019	01/04/2020	Progression Criteria
Step One	\$18.58	\$19.40	First year with Summerset and/or no relevant qualification
Step Two	\$19.09	\$19.72	Competent performance as assessed through annual performance review and where relevant industry qualification
Step Three	\$19.61	\$20.15	Competent performance as assessed through annual performance review and third year with Summerset and where relevant industry qualification or one year with Summerset and additional responsibilities of ordering and supervision of other staff and where relevant industry qualification

Note 1

For the purposes of this schedule only one week = 30 hours. Progression to the next step occurs when:

- a) The employee has completed 1560 hours (or a multiple thereof)
- b) In a minimum period of one calendar year.

Note 2

Those employees working at Trentham who were previously employees of Braeburn, will have their service with Braeburn recognised for all service-related rights and benefits contained in Schedule One of this Agreement only.

Note 3

The commencement date of this Agreement will be deemed to be 1 October 2019 for the purposes of calculating wages and salaries contained in Schedule One of this Agreement only.

Note 4

Employees will not be financially disadvantaged where it can be proven that all attempts to meet Careerforce training have been met but where the employer has not been able to provide assessment in a timely manner. Any step increase will be backdated to the employee's anniversary date once qualification is confirmed, subject to satisfactory performance. Employees committed to training will not be discouraged from attaining higher qualifications in the Careerforce programme that is relevant to our business.

APPENDIX ONE – DEFINITIONS AND CLASSIFICATIONS

- a) **“Full time employees”** are those employees who are engaged to work 30 hours or more per week and paid the appropriate hourly rate.
- b) **“Part time employees”** are those employees who are engaged to work less than 30 hours per week and are paid the appropriate hourly rate.
- c) **“Casual employees”** are employees who are employed as required and not on a regular basis and are paid the appropriate hourly rate.
- d) **“Temporary employees”** are those employees who are employed to work for specific defined periods of time to cover absences of other employees such as parental leave, ACC, or to cover workload fluctuations.
- e) **“Annual Practising Certificate”** means a certificate issued in accordance with the Health Practitioners Competency Act.
- f) **“Registered Nurse”** means a person who is registered in New Zealand as a nurse and holds a current annual practising certificate.
- g) **“Enrolled Nurse”** means a person whose name is on the roll in New Zealand as an enrolled nurse who holds a current annual practising certificate and works under the supervision of a registered nurse.
- h) **“Diversional Therapist”** is a suitably qualified employee whose work primarily involves providing care and support services, engaged in assisting with the provision of social and recreational activity and other therapy for care residents and who performs the duties set out in their job description.
- i) **“Recreational Therapist”** means an assistant to the Diversional Therapist/Care Centre Manager, whose work primarily involves providing care and support services and who performs the duties set out in their job description.
- j) **“Caregiver”** is an employee wholly or substantially engaged in assisting residents or patients in their activities of daily living and other such attendant duties, whose work primarily involves providing care and support services as required including aiding nurses in medical/nursing aspects of care and who performs the duties set out in their job description.
- k) **“Chef/Cook”** means an employee wholly or substantially engaged in the preparation and cooking of meals.
- l) **“Café Assistant/Kitchen Assistant/Kitchen Hand”** means an employee engaged to assist the Chef/Cook in carrying out duties inside the kitchen and other activities associated with food service.
- m) **“Housekeeper/Laundry Assistant”** means an employee who is engaged on domestic duties including cleaning, laundry, sewing and other non-resident duties.
- n) **“Relevant Daily Pay”** reflects what an employee would have been paid if they had worked on the day in question. Any such calculations must include the employee’s hourly wage rate, overtime payments, productivity or incentive payments and excludes any penal rate solely relating to that day.

APPENDIX TWO – CALCULATION FOR SICK LEAVE ENTITLEMENT

	Sick leave days Works <20 hours p/w	Sick leave days Works 20–29.9 hours p/w	Sick leave days Works 30+ hours p/w
Year One (after six months)	5	7.5	10
Year Two	10	15	20
Year Three	15	22.5	30
Year Four	20	30	30
Year Six	25	30	30
Year Seven	30	30	30
Year Eight	30	30	30

EXAMPLE OF SICK LEAVE ACCRUAL FOR FULL-TIME EMPLOYEE IF SICK LEAVE IS TAKEN

	Number of days sick leave
Year One (after six months)	10
Year Two	20 (three days taken = 17 days to carry forward)
Year Three	27
Year Four	30
Year Six	30
Year Seven	30
Year Eight	30

In this example the full-time employee takes three sick days in year two, which leaves 17 days to carry over into year three. There is an entitlement to ten additional days in year three, which brings the total to 27 days. A further three days are added in year four bringing the employee to their maximum 30 day entitlement. If no further sick days are taken then the total remains at 30 for each successive year.

APPENDIX THREE - PAID UNION EDUCATION LEAVE

1. The employer will release all employees bound by this Agreement on paid union education leave.
2. The annual allocation of paid union education leave for employees bound by this Agreement shall be based on section 74 of the Employment Relations Act 2000. This is reproduced for the information of the employees and employer.
3. The formula is as follows:

Full time equivalent eligible employees:

- a) 1-5
- b) 6-50
- c) 51-280
- d) 281 or more.

Days of employment relations education leave the union may allocate:

- a) 3 days
- b) 5 days
- c) 1 per 8 FTE part of that number
- d) 35 days plus 5 days for every 100 FTE or part of that number that exceeds 280.

An eligible employee who normally works 30 hours or more equal one FTE. An eligible employee who normally works less than 30 hours per week equals five FTE.

4. This provision shall be in addition to other leave as may be required for delegates to attend meetings and events which are not covered by the provisions of paid education leave of the ERA 2000.
5. On March of each year the union party to this Agreement shall notify the employer of the:
 - a) Maximum number of employment relations leave days; and the
 - b) Details of the calculation.

APPENDIX FOUR – SUMMERSET HEALTH AND SAFETY EMPLOYEE PARTICIPATION SYSTEM

This proposal is to fulfil the requirements of the Health and Safety in Employment Act 2015 (“the Act”) in which E tū Incorporated, the New Zealand Nurses Organisation (“the unions”), the employees and the employer are required “to cooperate in good faith to develop, agree, implement and maintain” a Health and Safety Employee Participation System.

1. Summerset will continue with, or establish a body for progressing health and safety matters in each facility under its control. This will take the form of a specific Health and Safety Committee or a wider Quality Committee.
2. Employees in each facility may elect up to two representatives in each facility who shall be health and safety representatives as defined in ‘the Act’.
3. Employees in each facility shall be entitled to nominate a fellow employee to stand for an elected position and if there are more than two nominations in any one facility an election shall be held using a secret ballot system agreed between the unions and the employees in each facility. Two employees in each facility shall be put in charge of supervising the ballot.
4. Any employee wishing to be nominated shall agree to serving a 12 month term, attending the two-day NZCTU/ACC Health and Safety training course and attending the facility committee meetings.
5. Any vacancies during the term will be filled by the same process set out in paragraph 3 above with the new representative holding the position for the remainder of the uncompleted term. All health and safety representatives shall be eligible to stand for re-election.
6. Timetable for election of Health and Safety Representatives annually:
 - a) Consultation with employees about proposed system (12-19 September)
 - b) Nomination forms distributed and close of nominations (22-30 September)
 - c) Election of Health and Safety Representatives (6-14 October).
7. The unions and Summerset shall review this Employee Participation System during the re-negotiation of the Summerset Collective Employment Agreements.

SCHEDULE TWO – SUMMERSSET, NEW ZEALAND NURSES ORGANISATION AND E TŪ INCORPORATED JOINT CONSULTATIVE MANAGEMENT MEETING TERMS OF REFERENCE

Purpose: To provide a forum for consultation and co-operation and to ensure resolution processes are followed
A general forum to share information.

Objectives: To gain resolution to issues of mutual concern as quickly and effectively as possible
To act on opportunities and be proactive.

Membership: New Zealand Nurses Organisation Delegates x2*
New Zealand Nurses Organisation Organiser x1
E tū Incorporated Advocates x2*
E tū Incorporated Organiser x1
Summerset HR Business Partner/Consultant x2
Summerset Operations representative
Other invited guests with expertise in a particular area may also be invited to attend on occasion
Costs relating to union attendance of additional attendees to be discussed at the time of the arrangement of the meeting.

Chairperson: Shared by Summerset and unions.

Meetings: Three per year (the final meeting may be the bargaining meeting).

Agenda: The chair for the upcoming meeting will call for agenda items.

Minutes: Shared note taking by Summerset and unions
Minutes will be available for all union members
All decisions made at the meeting will be finalised and circulated to members of this group to ensure correctness, after the meeting and before being circulated to union members
Draft minutes will be sent out for comment and confirmed at the next meeting
Circulation – members, available to employees via union delegates who will post on staff noticeboards, union folders in units and employee communication meetings.

Escalation of issues: Site by site meetings held where delegates will canvas unresolved workplace issues which will be raised to the unions before the upcoming consultative meeting for inclusion on the agenda.

Sub-committees: As required.

**Transport and wages will be paid by Summerset if the meeting is on union attendees' rostered Summerset shift.*