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NEW ZEALAND
NURSES
ORGANISATION

www.nzno.org.nz 0800-28-38-48

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www.ETu.org.nz 0800-864-661

Collective Agreement

01/07/2021 – 30/09/2022

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The employer shall follow the requirements of the Employment Relations Act 2000 with regard to new employees. The employer shall provide new employees with a copy of this Collective Agreement and advise them that they are able to join NZNO/E Tū and be covered by this Collective Agreement.

Classification of Employment

- 3.1 A permanent full-time employee is engaged on a permanent basis of no less than 80 hours per fortnight.
- 3.2 A permanent part-time employee is engaged on a permanent regular basis for less than 80 hours per fortnight.
- 3.3 A casual employee is an employee engaged on an on-call, as and when required, and irregular basis. A casual employee will not be used to replace a full-time or part-time employee on a permanent basis.
- 3.4 A temporary employee may be engaged on a full or part-time basis for a specified period or project.
- 3.5 The employee's classification of employment and any other additional details relating to the employee's employment shall be shown on the confirmation of individual employee details form supplied to the employee.

4 TERM OF THE AGREEMENT

This Collective Agreement shall operate from 1 July 2021 and shall expire on 30 September 2022.

5 DUTIES AND LOCATION

5.1 The employee shall carry out the duties required of him/her in connection with the Trust's operations, as specified on the job description provided to the employee.

5.2 The employer may from time to time, following consultation and agreement with the employee, alter any of the duties (provided the employee has the required skills and/or qualifications to perform altered duties), reporting relationships or other matters specified in the job description.

5.3 The employee's duties shall normally be carried out at the Trust's premises, Ngongotaha, Rotorua, and/or at any other location as may reasonably be necessary from time to time to meet the Trust's operational requirements.

6 HOURS OF WORK

6.1 The ordinary hours of work shall be up to 8 hours in any day, 80 hours in any 14 day period. This is except for registered staff who may be required to work 12 hour shifts on a 3-on 3-off basis (36 or 48 hours per week as per the roster); non registered staff may work this by agreement.

6.2 No employee shall be compelled to work longer than eight hours (or 12 hours as in 6.1 above) in any one continuous period but may do so by negotiation.

6.3 No employee shall be compelled to work more than 7 days consecutively.

6.4 An employee's 2 days off shall be consecutive except by mutual agreement.

6.5 **Rosters**

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9.5 Deductions from Wages/Salary and/or Final Pay

Deductions may be made from the employee's wages/salary and/or final pay in the following circumstances:

- (a) Where applicable, for time lost by, accident or the employee's default and for leave without pay;
- (b) By agreement between the employer and employee;
- (c) As otherwise provided by this agreement and the general rules and policies of the employer;
- (d) From final pay for any unreturned protective clothing, equipment, or any other property, or any debt owing to the employer.

9.6 Overpayment of Wages - In the event of an overpayment to the employee the employee authorises the employer to deduct the overpayment from any subsequent payment due to the employee, provided that the employer shall consult with the employee about the amount to be deducted and that this is in writing before the deduction is made.

10 CONFIDENTIALITY

10.1 The employee shall not at any time, or for any reason, use or disclose to any person any confidential information relating to the Trust or its residents, including (but not limited to) financial affairs, business information, or specialised know-how or practices, except so far as may be reasonably necessary for the employee to fulfil his or her legitimate duties for the Trust.

11 INTELLECTUAL PROPERTY

11.1 Any original work, process, design or other material (including any copyright in artistic or literary works brought into existence) produced or to be published by the employee and relating to his or her employment with the Trust shall remain the property of the Trust.

11.2 The Trust will have full rights to such work, process, design or other material whether those rights are exercised in any form or not during the employment or on cessation of the employment.

12 CONFLICT OF INTEREST

12.1 Employees are expected to work in the best interests of the Trust and to avoid situations and actions that may be, or create the appearance of being, in conflict with the Trust's objectives and principles.

12.2 The employee must declare any other employment or interest in any business or undertaking in which he or she may potentially be in conflict or competition with the Trust or that is otherwise inappropriate to the employment relationship between the employer and employee, or the business or principles of the Trust. Where the employer believes a conflict of interest has or will occur due to other employment then the employer and employee shall meet with the aim of resolving any outstanding issues.

12.3 Employees must not use Trust assets (including but not limited to funds, facilities, know-how, or personnel) for the benefit of other business or personal interests.

If a care and support worker is not able to attain a qualification within the time required by subsection (1), the employer must take all reasonably practicable steps to ensure that the worker is able to attain the qualification as soon as is reasonably practicable.

15.8 All staff are required to attend annual compliance training (including Fire, Health & Safety, Manual Handling, First Aid, Privacy, Challenging Behaviour, Infection Control, etc).

16 ANNUAL LEAVE

16.1 Annual Holidays Entitlements

- (a) Upon the completion of each year of current continuous service, the employee shall be entitled to four (4) weeks of annual leave in accordance with the Holidays Act 2003.
- (c) The employee agrees to take all of his/her annual holidays within 12 months of entitlement.

16.2 Annual holidays and Public Holidays/Bereavement Leave

If a public holiday occurs or the employee is bereaved during the employee's annual holidays, the public holiday or bereavement shall be treated in the same manner as a public holiday or as a bereavement which had occurred whilst the employee was at work, and his/her annual leave entitlement shall be extended accordingly, where applicable.

16.3 Payment for Annual Holidays

Annual holidays shall be paid in accordance with the Holidays Act 2003, either, in the applicable normal pay period(s), or in the pay week prior to the commencement of the holiday, at the employee's discretion.

17 LONG SERVICE LEAVE

- 17.1 The employee shall be entitled to long service leave calculated from the commencement of his/her current employment.
- 17.2 Employees shall be entitled to one special holiday of two weeks on pay for long service leave on the completion of their first ten (10) years service; and one further week of long service leave on pay for each subsequent completed 5-year period (i.e. at 15 years, 20 years, etc.) Such leave is to be taken in one period within five years from the date of entitlement or the leave shall be forfeited.
- 17.3 Long service leave shall be paid at the greater of the employee's ordinary weekly or average weekly, pay rate, as defined by the Holidays Act 2003.
- 17.4 Where an employee, having become entitled to long service leave, leaves his/her employment before taking such holiday, he/she shall be paid in lieu thereof.

18 PUBLIC HOLIDAYS

18.1 Recognised Public Holidays

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- (b) Sick leave can be used when an employee is sick or injured, or when the employee's spouse or a dependant person is sick or injured and needs care and shall be paid for at the rate of the employee's relevant daily pay.
- (c) In respect of a worker's absence of 3 consecutive calendar days or more due to sickness, the employer may at their discretion request the production of a medical certificate as proof of illness.
- (d) The employee shall ensure notice is given to the employer on the first day of absence due to illness, as soon as practicable, prior to the normal commencement time.
- (e) The provisions contained in this clause are inclusive of and not in addition to the sick leave provisions of the Holidays Act 2003.

19.2 Fitness for Work

The employer may require the employee to establish that there are no relevant health and safety reasons or hygiene reasons that would prevent the employee from working. In such instances, the employer may request that the employee attends a medical practitioner, at the employer's cost, for an assessment.

19.3 The Bereavement Leave Entitlement.

The employee, having qualified for bereavement leave pursuant to the Holidays Act 2003, shall be entitled to:

- (a) 5 days bereavement leave, per bereavement, in the following circumstances:
 - (i) On the death of the employee's spouse/partner or child.
 - (ii) If the employee has a miscarriage or stillbirth
 - (iii) If another person has a miscarriage or stillbirth and the employee:
 - a. is the person's partner
 - b. is the person's former partner and would have been a biological parent of a child born as a result of the pregnancy.
 - c. had agreed to be the primary carer of a child born as a result of the pregnancy (e.g. through a formal adoption or a whangai arrangement)
 - d. is the partner of a person who had agreed to be the primary carer of a child born as a result of the pregnancy.
- (b) 3 days bereavement leave, per bereavement, on the death of the employee's parent, step-child, brother or sister, grandparent, grandchild, or spouse's parent.
- (c) 1 days' bereavement leave, per bereavement, on the death of any other person, of whom the employer accepts that the employee has suffered a bereavement. The employer will consider relevant factors including the:
 - Closeness of the association between the member and the deceased;
 - Member's significant responsibilities for all or any of the deceased's funeral arrangements and ceremonies;
 - Member's cultural responsibilities in relation to the death.
- (d) Where the employee seeks time off in excess of the bereavement leave entitlement provided, the employer, depending on the circumstances, may approve such a leave request, either paid or unpaid at the employer's discretion.
- (e) The employee may be required to produce documentation to support a claim for bereavement leave.

- 23.5 The employee shall comply with all reasonable directions regarding the safe use of equipment (including protective clothing or equipment), machinery and substances, and shall operate all equipment and machinery provided by the employer with all reasonable care. Employees shall not operate equipment that they are not trained in the use of.
- 23.6 Should an employee fail to comply with any such directions or otherwise carry out his/her duties in a manner that is unsafe, the employer may refuse to allow the employee to work until such time as he/she complies with the directions given and works in a safe manner.
- 23.7 The employer will ensure that all machinery, protective clothing and other equipment to be used by the employee is in safe and sound condition. The employee is responsible for ensuring that any damage, loss of equipment or unsafe equipment is reported to the employer immediately.
- 23.8 The employee shall not leave the workplace in an unsafe condition or in a condition that may cause damage to persons or property.
- 23.9 The employee must immediately report to the employer any incident of which the employee becomes aware which has caused or may have caused injury to an employee or to any other person in the workplace under the control of the employer. The incident must be noted on an appropriate form (held by the employer) within 24 hours of the situation occurring. Failure to do so may result in the employer denying liability in respect of an ACC claim.
- 23.10 When reporting an incident, the following information must be recorded:
- The date, time and location of the event;
 - The activity in which the employee was engaged at the time the event occurred;
 - The general nature of any injuries suffered; and
 - The names of any other people in the vicinity who may have witnessed what took place.

24 DISCRIMINATION AND HARASSMENT

- 24.1 Any form of discrimination or harassment in the workplace or whilst carrying out duties on behalf of the Trust is totally unacceptable and will not be condoned or tolerated.
- 24.2 Sexual, racial or ethnic discrimination or harassment in any form, including but not limited to the use of words (written or spoken), visual material or physical behaviour, will not be tolerated and shall be considered serious misconduct.
- 24.3 The employee, if discriminated against or harassed at any time, is encouraged to bring his or her concerns to the employer in such instances. Complaints will be dealt with objectively, sensitively and without delay.

25 FLEXIBLE WORKING ARRANGEMENTS

- 25.1 Part 6AA of the Employment Relations Act 2000 gives employees the right to request a variation of their working arrangements to allow more flexibility in certain situations. "Working arrangements" means hours of work, days of work, and/or place of work. Employees who have been working for their employer for at least 6 months, have the right to request a variation to their working arrangements.

25.2 What must the request say?

A request must be submitted to the employer in writing, and must:

- Give the employee's name;
- Give the date on which the request is made;
- State that the request is made under Part 6AA of the Employment Relations Act 2000;
- Specify the variation of the working arrangements requested;
- State whether the variation is permanent or for a period of time;
- Specify the start and (where applicable) finish date for the variation;
- Explain, in the employee's view, what changes, if any, the employer may need to make to the employer's arrangements if the employee's request is approved.

25.3 What must the employer do?

Employers must deal with a request as soon as possible, and within 3 months at the latest. A request can only be refused if it cannot be accommodated on one or more of the following grounds:

- Inability to reorganise work among existing staff;
- Inability to recruit additional staff;
- Detrimental impact on quality;
- Detrimental impact on performance;
- Insufficiency of work during the periods the employee proposes to work;
- Planned structural changes;
- Burden of additional costs; or
- Detrimental effect on ability to meet customer demand.

25.4 If an employee's request would be inconsistent with the terms of this collective agreement, the employer must refuse the request.

25.5 If the employer refuses the request, they must provide the employee with an explanation of why it was refused.

26 EMPLOYMENT RELATIONSHIP PROBLEMS

26.1 An "employment relationship problem" includes:

- A personal grievance
- A dispute
- Any other problem relating to or arising out of the employment relationship but does not include any problem with negotiating new terms and conditions of employment.

26.2 Where an Employment Relationship Problem arises the parties will in the first instance seek to resolve it between the immediately affected parties. Further to this:

- The employee is entitled to seek representation at any stage during the process. Help with an employment relations problem is available from within the work place (employee manager) or outside the workplace (Ministry of Business, Innovation and Employment 0800 800 863), or a union, an advocate or a lawyer.
- If the matter is unresolved either party is entitled to seek mediation from MBIE or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)

26.3 A "personal grievance" means a claim that an employee:

- has been unjustifiably dismissed; or
- has had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the employer; or
- has been discriminated against his/her employment; or

- has been sexually harassed in his/her employment; or
 - has been racially harassed in his/her employment; or
 - has been subjected to duress in relation to union membership.
- 26.4 If the employment relationship problem is a personal grievance, the employee must raise the grievance with the employer within a period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, whichever is the latter.
- 26.5 Where any matter comes before the Authority for determination, the Authority must direct the matter to mediation in the first instance. Where mediation has failed or been deemed inappropriate in the circumstances, the Authority will then have the power to investigate the matter.
- 26.6 If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the Authority for the resolution of this grievance or a complaint under the Human Rights Act 1993, but not both.

27 ABANDONMENT OF EMPLOYMENT

- 27.1 If the employee is absent from duty without consent, or notification and continues to be absent for a consecutive period exceeding two (2) working days without good cause (such as unexpected hospitalisation), then this agreement may be terminated on the grounds that the employment has been abandoned without notice.
- 27.2 The employer shall make reasonable attempts to contact the employee in order to ascertain the reasons for the employee's absence before taking any action on the grounds of abandonment.

28 TERMINATION OF EMPLOYMENT

- 28.1 This agreement may be terminated by either party by giving written notice as follows: Two weeks for general staff; and, Four weeks for a Registered Nurse. This may be varied by mutual agreement. The employer reserves the right to make payment in lieu of notice for all or part of the notice period.
- 28.2 Where the employer or employee terminates the employment without giving the required notice then an amount equivalent to the outstanding balance of notice shall be paid or forfeited by the defaulting party.
- 28.3 The period of notice shall be exclusive of annual holidays granted in accordance with this agreement unless otherwise agreed between the employer and employee.
- 28.4 Nothing in this agreement shall prevent the employer from summarily terminating the employee's employment at any time in the event of serious misconduct on the part of the employee.
- 28.5 The employer may suspend the employee if necessary where serious misconduct is alleged or being investigated. The employer will seek the Employee's input before a decision to suspend is made. Suspension will be on full pay.

- 28.6 On termination of employment and prior to uplifting of final remuneration, property and uniform items belonging to the Trust must be returned to the employer. Also, any outstanding liabilities owing by the employee to the employer must be settled in full.

29 TERMINATION ON MEDICAL GROUNDS

- 29.1 If, as a result of physical or other illness or accident, the employee is rendered incapable of the proper ongoing performance of the functions, duties and obligations of his or her position for a period of time exceeding eight (8) weeks, the employee's employment may be reviewed by reason of incapacity.
- 29.2 Before taking any action under this clause, the employer may require the employee to undergo, at the employer's expense, a medical examination by a registered medical practitioner. The purpose of such an examination shall be to ascertain whether the employee is capable of working in a particular position or able to carry out certain duties or work in a certain environment without risk to the health and safety of either the employee, or other person(s).
- 29.3 The employee agrees that the results of such examination shall be made available to the employer.

30 TRANSFER, CONTRACTING OUT & REDUNDANCY

- 30.1 For the purposes of this agreement, redundancy is a condition in which the employer has staff surplus to requirements because of the sale, reorganisation, or the closing down of the whole or any part of the employer's operations and/or due to a change in plant, methods, materials or products, economic circumstances or like cause requiring a reduction in the number of employees.
- 30.2 Redundancy shall not include employees whose employment is being terminated by the employer by reason only of the sale or transfer by the employer of the whole or part of the employer's business if:
- a) The person acquiring the business or the part being sold or transferred:
 - has offered the employee employment in the business or the part being sold or transferred; and
 - has agreed to treat service with the employer as if it were service with that person and as if it were continuous; and
 - b) The offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the employee in that business or that part of the business either:
 - in the same or substantially similar capacity as that in which the employee was employed by his/her employer; or
 - in a capacity that the employee is willing to accept.

Employment Protection

Where a sale, transfer or contracting out situation occurs, the employer shall take all reasonable steps to secure, if possible, an offer of employment for the employee from the potential employer, which is consistent with (a) and (b).

- 30.3 Where the employer is considering redundancy to address staff surpluses, it shall consult with the NZNO and/or E Tū, as appropriate, at the earliest opportunity to discuss the matter before

a decision is made. Considerations will include: the operational requirements; financial viability/reasons; position(s); selection criteria; process; Trust assistance.

- 30.4 Where an employee is to be declared redundant he/she shall receive 6 weeks' notice of termination of employment if such notice is reasonably practicable. The employer reserves the right to make payment in lieu of notice or any part thereof.
- 30.5 Where the employee is declared redundant, he/she is obliged to work out the notice period except that should the employee obtain alternative employment that would require a commencement date earlier than the expiry of the notice period, the employer may agree to waive the remaining period of employment or part thereof. Such agreement shall not be unreasonably withheld.
- 30.6 No redundancy compensation shall be paid.

31 UNION ACCESS TO WORKPLACE

- 31.1 The authorised union representative shall be entitled to enter the workplace at reasonable times, in a reasonable way, and in compliance with Health & Safety requirements for the purpose related to the employment of its members and /or union business.
- 31.2 Where the union representative enters the workplace they will advise the manager they are entering the workplace and if the manager is not present the union representative will leave written notice of the visit.
- 31.3 The employer will not unreasonably deny a union representative access to the workplace.

32 UNION FEE DEDUCTIONS

- 32.1 Union fees will be deducted from the wages of members of NZNO and E Tū bound by this agreement, including periods of time off work on paid leave, in each pay period, unless otherwise requested by the employee.
- 32.2 The employer shall remit to the NZNO and E Tū, its' associated deducted fees as a single bulk direct credit to each Union's bank account (with an identifying reference), on or about the 20th of each month.
- 32.3 The employer shall simultaneously forward to the NZNO and E Tū, via e-mail where possible, or by post, a schedule detailing the names of employees, value of the deduction, payroll number, the termination date of any employee covered by this agreement who has left and details of the period covered by the remittance.

33 WORKPLACE UNION DELEGATES

- 33.1 The employer shall recognise an employee elected as a union delegate upon written confirmation by the NZNO and E Tū. The employer recognises that a delegate is an authorised representative of Union member(s), and that the role as delegate includes involvement, where appropriate, in matters relating to: staffing, education, attendance at work/meetings, health & safety, negotiations and consultative forums.
- 33.2 An employee shall have reasonable access to delegates to discuss work related matters upon request.

33.3 A new employee, where practicable, will be introduced to delegate/s as part of their induction into the organisation.

33.4 Delegates will meet with management twice per annum. The intention of these meetings is to enhance communication, resolve issues and share ideas, thoughts and innovations. These meetings are in addition to local meetings and committed to resolving local issues at a local level in a timely fashion.

34 UNION MEETINGS

34.1 An employee covered by this agreement shall be entitled to a maximum of four (4) hours per year, without loss of pay, to attend union meetings in accordance with S26 of the Act.

34.2 Unless otherwise agreed between the parties, the Union(s) will give at least fourteen (14) days notice of a meeting occurring.

34.3 The Unions will provide the employer with a list of members who attended the meeting and advise the duration of the meeting.

35 EMPLOYMENT RELATIONS EDUCATION LEAVE – "EREL"

An eligible employee shall be entitled to paid education leave in accordance with Part 7 of the ERA 2000, including the following conditions:

- a) The employer will be given at least 2 weeks notice of any request for an employee to attend an EREL course;
- b) The employee shall advise the employer the nature of the proposed course;
- c) The employer may refuse consent for an employee to attend EREL based on reasonable grounds (unreasonable disruption);
- d) Leave shall be paid on the basis of ordinary working hours;
- e) No reimbursement shall be made for loss of overtime or time spent in EREL training outside the ordinary hours of work.

36 VARIATION OF AGREEMENT


This agreement may be varied at any time by mutual agreement of the parties. Any variation must be in writing, signed by the affected parties, including the employee(s) in the case of a "personal to holder" arrangement, and appended to this agreement and indexed as such.

37 SIGNATORIES

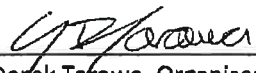
ROTORUA CONTINUING CARE TRUST – THE CARE VILLAGE

Signature:  Date: 13th May 2022
Therese Jeffs, General Manager

THE NEW ZEALAND NURSES ORGANISATION INCORPORATED

Signature:  Date: 08 April 2022
Brenda Brickland, Organiser, NZNO

E Tū

Signature:  Date: 8.4.2022.
Derek Tarawa, Organiser, E Tū

