

COLLECTIVE EMPLOYMENT AGREEMENT

FOR

TRINITY HOME AND HOSPITAL LTD

Trinity
home and hospital

1 September 2022 to 31 August 2024

TRINITY HOME AND HOSPITAL LTD

Mission Statement

**TRINITY offers excellence in
healthcare, committed to the
dignity of life, encompassing the
values of Compassion, Hospitality,
and Service**



TRINITY HOME AND HOSPITAL LTD

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TRINITY HOME AND HOSPITAL LTD COLLECTIVE EMPLOYMENT AGREEMENT

1. PARTIES

The parties to this collective employment agreement are:

Trinity Home and Hospital Ltd
The Employer;

AND:

**New Zealand Nurses Organisation and
E tū Incorporated**
The Unions.

LOCATION

Employees will complete work at 47 – 61 Puriri Street, Hawera, and will when required escort residents to other health providers within the Taranaki region or any other location that may be agreed to by the Employer and the Employee. The Employer may change the place of work to any reasonable alternative either through relocation of the business or temporarily in connection with work to be performed off premises.

2. PREVIOUS TERMS AND CONDITIONS AND NON-PASS ON AND INTENT

- a. This Collective Agreement supersedes all other terms and conditions of employment, either expressed or implied, that may have existed prior to becoming bound by this Collective Agreement.
- b. The Employer will not automatically pass on the terms and conditions agreed to under this Collective Agreement to non-NZNO or E tū members at the conclusion of bargaining. In particular, during the term of this Agreement, the Employer will not pass on any terms and conditions that are identified as "union only" in the terms of settlement.

3. COVERAGE AND APPLICATION OF AGREEMENT

- a. This Collective Agreement covers the employment of Registered Nurses, Enrolled Nurses, Healthcare Assistants (Caregivers), Cleaners, Laundry Staff, Kitchen Hands and Cooks who are members of NZNO or E tū employed by Trinity Home and Hospital Limited. This Collective Agreement does not cover employees with management responsibilities (i.e., responsibilities relating to hiring or firing) such as the General Manager or Clinical Nurse Manager.



- b. This Collective Agreement sets out the terms and conditions of employment for each employee who is covered by this Collective Agreement. These terms and conditions must be read in conjunction with those contained in the House Rules and Job Description appropriate for each Employee's position. (House Rules attached)
- c. The Employer may offer Individual Employment Agreements to other persons or Employees who are not bound by this Collective Agreement, the terms of which will be as agreed between the Employer and those other persons or Employees. The Employer party to this Collective Agreement acknowledges their responsibilities under section 59B of the Employment Relations Act.
- d. A **Full Time Employee** is an Employee engaged for a period of 40 hours or more per week.
- e. A **Part Time Employee** is an Employee engaged for a period of less than 40 hours per week.
- f. A **Casual Employee** is an Employee so designated by the Employer and engaged for a specific purpose as and when required to meet business needs.
- g. A **Temporary Employee** is an Employee so designated by the Employer and engaged on a temporary basis as required by the Employer for a specified limited term or for a specific purpose.
- h. The Employer and Employees bound by this Collective Agreement may agree to additional terms and conditions of employment provided that they are not contrary to this Collective Agreement.
- i. Nothing in this Collective Agreement prohibits the Employer from employing Part Time, Temporary, or Casual Employees when needed.
- j. Employees must be paid at a rate agreed between the Employer and Employee concerned, which must not be less than the appropriate rates specified in clause 9 of this Collective Agreement.

4. ROLE DEFINITIONS

- a. **Caregiver:**
An Employee so designated who carries out duties as directed by the Employer as follows: assisting the residents in their care, and daily living, under the supervision of a nurse, assisting in the preparation and serving of meals, under exceptional circumstances domestic and other duties must also be performed as required and directed by the Employer after consultation.



- b. **Enrolled Nurse:**
An Employee who holds a relevant current NZ qualification and is so designated by, and carries out duties as directed by the Employer. The Employee will be employed as required on general enrolled nursing duties and some caregiving duties within the Employer's rest home and hospital.
- c. **Registered Nurse:**
An Employee who holds a relevant current NZ qualification and is so designated by, and carries out duties as directed by the Employer. The Employee will be employed as required on general nursing duties within the Employer's rest home and hospital.
- d. **Cleaner:**
An Employee whose duties primarily include the cleaning of the facility and may also carry out other domestic duties as required, in accordance with the job description for the role.
- e. **Laundry Staff:**
An Employee whose duties primarily include laundry work at the facility and may also carry out other domestic duties as required, in accordance with the job description for the role.
- f. **Kitchen Hand:**
An Employee whose duties primarily include: assisting the cook in the smooth running of the kitchen, helping to prepare and dispatch meals, and keeping work areas clean and tidy and maintaining strict hygiene standards in accordance with the job description for the role.
- g. **Cook:**
An Employee whose duties primarily include:
 - i. providing nutritional meals for all hospital and rest home residents according to menus and individual needs,
 - ii. preparing and dispatching meals for chalet owners,
 - iii. supervising kitchen hands and additional responsibilities and tasks in accordance with the job description for the role.
- h. Notwithstanding the above definitions, Employees may be required to carry out other tasks at the discretion and direction of the Employer.
- i. **Transfer to Alternate Work**
For the purpose of meeting the needs of the business and to ensure the most productive use of staff resources, the Employer may temporarily require an Employee to undertake alternative work with adequate training being given.

5. **HOURS OF WORK**



- a. For the purposes of this Collective Agreement a week is the period commencing midnight Sunday/Monday and ending at midnight the following Sunday/Monday.
- b. The Employee's guaranteed hours of work are as stated in the Employee's letter of employment, or as varied by agreement in writing between the Employee and Employer.
- c. These guaranteed hours of work are set out in the eight weekly roster, the hours and days of the week on which work is to be performed by the Employee will be outlined in this roster, provided that the ordinary hours must not:
- i. Be worked on more than six of the seven days of the week, Monday to Sunday inclusive; or
 - ii. Exceed eight hours in any one day; or
 - iii. Exceed eighty hours in any one fortnight,
- without payment of overtime or call back rates as set out in clause 8.
- d. No Employee will be required to work more than 5 consecutive shifts unless agreed between the Employee and the Employer.
- e. With the exception of split shifts and on the completion of a day's work, no Employee will return to work until the Employee has had a break of eight hours. In an emergency situation only, where an Employee is called back to work and agrees to work, but has not had an eight hour break, he/she will be paid at the rate of time and a half the ordinary hourly rate until he/she has had an eight hour break.
- For the purposes of this sub-clause, time involved by an Employee in travelling to and from work will not be deemed to be time worked for the purposes of establishing the eight hour break between duties.
- f. The roster setting out each Employee's hours and days of work each week will be posted in a conspicuous place accessible to all Employees.
- The roster will be posted at least four weeks in advance and, once posted, may only be changed by mutual agreement between the Employee concerned and the Employer.
- g. Part time Employees will be paid for a minimum of 2 hours per shift or broken shift.
- h. **Additional Support:** If a Registered Nurse reasonably believes using their clinical and professional judgement that additional resources (such



as additional staff) are required for safety or to ensure the proper care of residents, the Registered Nurse will advise the Clinical Manager about the circumstances and request authorisation from the Clinical Manager for additional support to be arranged.

6. MEAL AND REST BREAKS

- a. An unpaid meal break of one half hour will be allowed each day no later than after 5 hours of work, unless otherwise arranged with the Employer. The time of the taking of the meal break will be determined by the Employer after discussions with the Employee, taking into account the work requirements.
- b. A paid rest break of ten minutes will be allowed during each work period of 4 hours. The time of the taking of the rest breaks will be determined by the Employer after discussions with the Employee, taking into account the work requirements.
- c. Where an Employee cannot be released from work for a meal break, they will be entitled to consume a meal during paid duty hours, but must remain responsible for matters requiring immediate attention. In such cases, the Employee will be paid 30 minutes extra at their ordinary rate of pay.
- d. A further paid rest break of five minutes will be allowed during a long shift of 8 hours.
- e. The Employer will supply, without charge, at all meal and rest breaks, tea, coffee, milk, sugar, and hot water.

7. OVERTIME & WEEKEND RATE

- a. Overtime is defined as any time authorised by management, worked in excess of the ordinary hours that have been agreed pursuant to clause 5 of this Collective Agreement, provided however that overtime is not payable until an Employee has completed eight hours work in any one day.
- b. In addition to the Employee's guaranteed hours of work, the Employee may be requested to work any additional or varied hours as are necessary or are reasonably required for the Employee to discharge their obligations to meet the residents' and businesses' needs, including working on Saturdays and Sundays.
- c. To avoid doubt, the Employer may offer the Employee work in addition to the guaranteed hours of work, and the Employee may choose to accept or decline that work.



- d. The Employee accepts that the nature of the business may preclude the Employer from giving notice of a request to work additional hours. The Employer will endeavour to give the Employee such reasonable notice as operation requirements allow, if the Employee is requested to work beyond their guaranteed hours of work.
- e. Overtime will be paid at the rate of time and a half the Employee's ordinary rate of pay for each hour worked, and will be paid fortnightly in accordance with clause 8(e) of this Collective Agreement.
- f. Employees who work between midnight Friday/Saturday and midnight Sunday/Monday will receive an additional 5% (the weekend loading) on top of their hourly rate for hours actually worked during the times specified in this clause.



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8. **WAGES**

The hourly wage for a Caregiver who commenced employment with the Employer on or after 1 July 2017 is the applicable amount in the following table:

Worker's level of qualification	1 July 2022 to 31 December 2023
No relevant qualification	\$22.49
Level 2 qualification	\$24.06
Level 3 qualification	\$26.16
Level 4 qualification (unless adjusted in accordance with the Care and Support Workers (Pay Equity) Settlement Act 2017)	\$28.25

The hourly wage for a Caregiver who is employed by the Employer immediately before 1 July 2017 is the applicable amount in the following table:

Worker's length of service with Employer (as defined in the Care and Support Workers (Pay Equity) Settlement Act 2017)	1 July 2022 to 31 December 2023
Less than 3 years	\$22.49
3 years or more but less than 8 years	\$24.06
8 years or more but less than 12 years	\$26.16
12 years or more, if a. the worker commenced employment with the Employer on or after 1 July 2005; and b. the worker has not attained a level 4 qualification	\$27.20
12 years or more	\$28.25

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REGISTERED NURSES				
Starting Rate	After Year One providing the following are completed	After Year Two providing the following are completed	After Year Three providing the following are completed	After Year Five providing the following are completed
\$35.00 (\$35.88 from 1 September 2023)	\$36.00 (\$36.90 from 1 September 2023)	\$37.00 (\$37.93 from 1 September 2023)	\$38.00 (\$38.95 from 1 September 2023)	\$40.00 (\$41.00 from 1 September 2023)
• Induction and Orientation as part of employment contract • Attendance at Staff meetings • Cultural Awareness and Safety Training • New Graduate to participate in programme with Te Whatu Ora	• Minimum of 20 hours training • Limited Credit Programme (Residential) Level 3 – Career Force (Dementia) • Fire Emergency Training completed • Manual Handling Competency assessment • Chemical Safety (Ecolab) • Continence Product training • Restraint Minimisation & Safe Practice • Cultural Awareness and Safety Training • Attendance at Staff meetings	• Minimum of 20 hours training • Cultural Awareness and Safety Training • Attendance at Staff meetings • InterRai competent	• PDRP Proficient	• PDRP Expert



ENROLLED NURSES	
Rate	\$30.17 (\$30.92 from 1 September 2023)

CLEANERS, LAUNDRY STAFF, KITCHEN HANDS	
Starting Rate	Upon Completion of Two Years' Continuous Service with Trinity
\$22.26 (\$22.81 from 1 September 2023)	-- (\$23.65 from 1 September 2023)

COOKS	
Rate	\$23.88 (\$24.48 from 1 September 2023)

Note: Where the Employee is not a new entrant the rate will have to be negotiated in accordance with the above table.

- a. Nothing in this clause will operate so as to reduce the ordinary hourly rate of wage paid to any Employee at the date of the commencement of this Collective Agreement.
- b. The Employer may, from time to time, offer to pay an Employee who is covered by this Collective Agreement at a rate higher than the minimum rates specified in this Agreement, taking into account the following factors:
 - i. The Employee's skills, relevant qualifications and on-the-job experience at Trinity and/or other similar workplaces;
 - ii. The Employee's achievement in the job as measured against the goals of the position and their contribution to achieving the aims of Trinity Complex;
 - iii. The degree of difficulty in recruiting and/or retaining the specific skills and/or experience required for the position;



- iv. Those Employees who are already paid the actual top rate for their particular occupational group, which may or may not be listed in subclauses a. and b. of this clause, will remain at that rate.

Nothing will oblige the Employer to increase the Employee's pay rate.

- c. All wages will be paid fortnightly by direct credit to a bank account of the Employee's nomination, not later than the Thursday following the completion of the pay period for which they are being paid.

For the purposes of this subclause a fortnight is the period commencing midnight Sunday/Monday and ending at midnight Sunday a fortnight later.

- d. Pursuant to section 5 of the Wages Protection Act 1983, the Employee consents to the Employer making rateable deductions from the Employee's wages for time lost through any accident, default, sickness (other than as provided for in clause 14 of this Collective Agreement) or absence without pay requested by the Employee and approved by the Employer.
- e. Notwithstanding subclause 9(d) above, and with prior written consent, further deductions may be made from an Employee's wages.

9. CLOTHING AND UNIFORMS

- a. Where the Employer supplies clothing, uniforms, or other special items such as boots or gloves required by the nature of the work, all such clothing and/or equipment will remain the property of the Employer. The clothing or equipment as supplied, must be worn or used as required by the Employee/s, who will also be responsible for the care and laundering of all such clothing.
- b. Worn or unserviceable items must be returned prior to the issue of new or replacement items. For the purposes of calculating the value of any unreturned items, the initial value will be reduced by 1/12th for each complete month that has elapsed since the issue of the item.
- c. It will be a requirement of the Employer that all Employees covered by this Collective Agreement must maintain all supplied clothing in a clean, neat and tidy state, and it will be a further requirement of the Employer that all staff must wear a reasonable standard of footwear.
(Note: Reasonable footwear will mean footwear that covers the toes and does not include jandals or scuffs).

10. ANNUAL HOLIDAYS



- a. The Employee is entitled to four weeks' paid annual holidays after the end of each completed 12 months current, continuous employment.
- b. Requests for annual holidays must be provided in writing.
- c. Annual holidays will be taken at times that are agreed between the Employee and the Employer and which suit the needs of the business. Employees are encouraged to take leave within twelve months of entitlement. In the absence of such agreement the Employer can require the Employee to take annual holidays on 14 days' notice. By specific agreement with the Employer, Employees will be able to take up to 5 weeks' holiday entitlement and accrual, at one time, to be used for a particular agreed purpose.
- d. Annual holidays that the Employee takes will be paid in the pay that relates to the period during which the Employee takes the holiday. Annual holiday pay owing at termination of employment will be paid in the pay period following the Employee's last day of employment with the Employer.
- e. If the Employee's employment is terminated before completion of a year during which the Employee has taken annual holidays in advance, the Employer may deduct the value of holiday pay paid in advance from any money owing to the Employee.

11. PUBLIC HOLIDAYS

- a. The following Public Holidays will be allowed in accordance with the provisions of the Holidays Act 2003, provided it would otherwise be a working day for an Employee:

New Years Day
2nd January
Anniversary Day
Waitangi Day
Good Friday
Easter Monday
ANZAC Day
Sovereigns Birthday
Matariki
Labour Day
Christmas Day
Boxing Day

- b. The Employee may be required to work on any of the public holidays if directed to by the Employer. The Employee will only be paid for work performed on a public holiday where the Employer has directed the Employee to work on that day.



- c. Where a public holiday falls on a day that would otherwise be a working day for the Employee, and the Employee does not work on that day, the Employee will be paid their relevant daily pay for that day.
- d. Where a public holiday falls on a day that would otherwise be a working day for the Employee, and the Employee is directed to and does work on that day, the Employee will be paid time and a half of their relevant daily pay for the number of the hours (or part thereof) that they actually work on the day. The Employee will also be granted an alternative day's holiday on pay.
- e. Where a public holiday falls on a day that would not otherwise be a working day for the Employee, and the Employee is directed to and does work on that day, the Employee will be paid time and a half of their relevant daily pay for the number of the hours (or part thereof) that they actually work on the day. No alternative day's holiday will be granted.
- f. Employees who are required to work on Christmas Day and Good Friday will be paid at double the Employee's ordinary rate of pay for the day; and receive an alternative day's leave to be granted in lieu of the holiday. Such day in lieu will be paid at the Employee's relevant daily pay and be taken on a day mutually agreed with the Employer. The Employee must give the Employer at least 14 days' notice of their intention to take an alternative holiday.
- g. Casual Employees engaged to work on Christmas Day and Good Friday will be paid at double the Employee's ordinary rate of pay for the hours so worked. No alternative day's holiday will be granted.
- h. Payment for public holidays and any alternative days will be paid in the pay period that relates to the observed public holiday or when the alternative day is taken.
- i. Where an Employee agrees to work at short notice on a Public Holiday which would not otherwise have been a working day, then payment will be at time and a half of the relevant daily pay for the hours so worked; provided that all work performed on Christmas Day and Good Friday will be paid at double the Employee's ordinary rate of pay for the hours so worked. No alternative day's holiday will be granted.
- j. If the Employee has worked more than half of the days on which the Public Holiday falls in the seven weeks prior to the Public Holiday, then the Public Holiday will be considered as having fallen on an otherwise working day.

12. **LONG SERVICE LEAVE**

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- a. A one off Long Service Holiday of one week will be allowed to Employees upon the completion of 10 years current continuous service (and again for each completed period of 10 years continuous service thereafter).
- b. The provisions of such Long Service Holiday will only apply for anniversaries referred to in clause a. above that fall after 1 September 2015.
- c. If an Employee has become entitled to a Long service Holiday, and leaves employment before having taken such holiday, the Employee will be entitled to be paid in lieu thereof.
- d. Payment for the holiday provided in this clause will be at the Employee's rate of pay as defined in the Holidays Act 2003, and may be taken at such time as may be agreed between the Employer and Employee.

13. **SICK LEAVE**

- a. The Employee entitled to the following sick leave:
 - Ten days after six months current continuous employment with the Employer; and
 - Ten days after each subsequent 12 months of current continuous employment.
 - Further sick pay may be allowed at the discretion of the Employer.
- b. If the Employee has sick leave that has not been taken by the end of the 12-month period to which the leave relates, the Employee may carry over up to 14 days' sick leave to the next entitlement year, to a maximum of 24 days' current entitlement.
- c. If the Employee has sick leave available, the Employee may take this if they are sick or injured, if their spouse is sick or injured, or if a dependant for whom they provides care is sick or injured.
- d. Where the Employee takes a day of sick leave, the Employee will be paid their relevant daily pay for that day. This will be paid to the Employee in the pay that relates to the period during which the sick leave is taken.
- e. The Employee must notify the Employer of their absence, and the expected duration of the absence, at least two hours prior to the commencement of their shift unless exceptional circumstances prevent this (in which case as soon as practicable).
- f. The Employer may require the Employee to provide proof of the sickness or injury (including a medical certificate) to support any sick leave absence:
 - of three or more consecutive calendar days: or



- in excess of the Employee's statutory entitlement: or
 - where the Employer has reasonable grounds to suspect that the sick leave being taken is not genuine.
- g. If the Employer requires a medical certificate, this certificate must state that the Employee / the dependant person has been examined by a doctor and the Employee / the dependant person is, in the doctor's opinion, not fit to attend work / requires home care because of sickness or injury.
- h. The Employer will retain the right to require the Employee to undergo a further medical examination, or to produce an additional medical certificate from their own doctor, or a doctor nominated by the Employer, but at the Employer's expense.
- i. **Covid-19 Self-Isolation:** If an employee is required to self-isolate in accordance with Ministry of Health guidance, and the employee is either not sick or does not have any sick leave entitlement, then the Employer will apply for the Covid-19 Leave Support Payment, or its equivalent, in respect of the employee, and discuss options with the employee.

14. BEREAVEMENT LEAVE

- a. After six months current continuous employment the Employee is entitled to:
- up to 3 days' bereavement leave on the death of either their spouse, parent, child, brother or sister, grandparent, grandchild or spouse's parent; and
 - 1 day's bereavement leave for the death of any other person if the Employer accepts that the Employee has suffered bereavement as a result of the death.
- b. If the Employee takes a day of bereavement leave they will be paid their relevant daily pay for that day. This will be paid to the Employee in the pay that relates to the period during which the bereavement leave is taken.
- c. The Employee must notify the manager on duty of their absence, and discuss the expected duration of the absence, at least two hours prior to the commencement of their shift unless exceptional circumstances prevent this (in which case as soon as practicable).
- d. The Employer may require the Employee to provide evidence, such as newspaper clippings to support an application for bereavement leave.

The leave entitlements in this Collective Agreement are not in addition to the leave entitlements provided for in the Holidays Act 2003. The Employee can obtain more information about leave entitlements under this Act from the Ministry of Business, Innovation and Employment or their Union.

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15. PARENTAL LEAVE

Parental Leave will be granted in accordance with the Parental Leave and Employment Protection Act 1987.

16. HEALTH AND SAFETY

- a. At Trinity, the health and safety of residents, visitors, employees, and other workers is of the utmost importance.
- b. The Health and Safety at Work Act 2015 places obligations on employers and employees to ensure health and safety at work. The parties to this Collective Agreement record their joint commitment to complying with the requirements of that Act, and any other laws or regulations relating to health and safety.
- c. Employees must:
 - i. take reasonable care for their own health and safety;
 - ii. take reasonable care that their actions do not adversely affect the health and safety of other persons;
 - iii. comply with all instructions, policies and procedures relating to health and safety; and
 - iv. promptly report any work-related injury, accident, or near miss to the Employer immediately or, if that is not practicable, by no later than the end of their shift.
- d. The Employer must:
 - i. ensure that no employee is required to undertake work without proper instruction as to any hazards likely to arise in connection with that work (such as challenging resident behaviour);
 - ii. ensure that all employees have access to appropriate training and relevant information as to the precautions to take to eliminate or minimise such hazards; and
 - iii. provide reasonable opportunities for employees to participate effectively in improving health and safety in the workplace on an ongoing basis.
- e. Nothing in this clause detracts from an employee's right under section 83 of the Health and Safety at Work Act 2015 to cease or refuse to undertake work if the employee believes that carrying out the work would expose the worker, or any other person, to a serious risk to the employee's or other person's health or safety arising from an immediate or imminent exposure to a hazard.

17. EMPLOYMENT RELATIONSHIP PROBLEMS



All employment relationship problems, including Personal Grievances and Disputes, will be resolved in accordance with the Employment Relations Act 2000. This procedure is attached to this Collective Agreement.

Note: If an Employee feels they have grounds for raising a Personal Grievance with the Employer (for unjustified dismissal, unjustified disadvantage, discrimination, duress, sexual or racial harassment) then they should do so within 90 days of the action occurring, or of the grievance coming to their notice. For the purposes of this Collective Agreement "Personal Grievance" and "Dispute" is defined in the Employment Relations Act 2000.

18. TERMINATION & ABANDONMENT OF EMPLOYMENT

- a. Two weeks' notice in writing must be given by either party wishing to terminate employment under this Collective Agreement or two weeks wages will be paid or forfeited as appropriate, in lieu of such notice. Notice from the Employee must be given in writing to the General Manager or Deputy in their absence.
- b. Nothing in subclause (a) of this clause applies in the case of serious misconduct where the Employee may be subject to instant dismissal.
- c. **Abandonment of Employment:** Where an Employee absents themselves from work for a continuous period exceeding two working days without the consent of the Employer, or without good cause they will be deemed to have terminated their employment, provided that the Employer has attempted to contact the Employee during this period.

(Note the expression "good cause" denotes cause as serious as for example, unexpected hospitalisation).
- d. At the time of termination of employment, the Employee must return forthwith to the Employer, all keys, clothing and any other property belonging to the Employer.
- e. Notwithstanding anything contained elsewhere in this Collective Agreement, an Employee terminating employment and unable to account for or return any of the Employer's property, will allow by deduction from the final pay, the value of the missing property, and/or any other debt owed to the company whatsoever it may be.

19. ACCIDENT INSURANCE

- a. The Employee must notify the Employer as soon as practicable of filing any work-related claim with ACC, (this is expected to be within 1 working day). The Employee must also provide the Employer with a copy of the insurance claim form's, by which the application was made to ACC, and

copies of such other documentary evidence and medical certificates as they are provided to ACC from time to time relating to the Employee's continued eligibility for weekly compensation, in addition to any information that may be required in accordance with this Collective Agreement.

b. **Overpayments:**

All payments made to the Employee by the Employer in relation to work-related accidents/injuries, whether relating to first week compensation or otherwise, will be treated as advances of wages to be recoverable at the Employer's discretion should the Employee's claim for earnings related compensation be ultimately rejected by ACC or judicial process.

c. **Recovery of Overpayments:**

As in subclause b., where advances relating to injury require recovery, such payment may be recovered by either:

- i. Debiting the appropriate portion of unused sick leave in respect of the period over which the advance was paid; or
- ii. Deduction from wages at an agreed rate, provided that such repayments must be made within three months of the resumption of paid employment.
- iii. If the Employee's employment is terminated for any reason whatsoever prior to repayment occurring, a deduction may be made from the final wages, (including holiday pay), owing.

- d. Upon the written request of the Employee, any sick leave entitlement may be used to make up the 20% payment difference between the ACC payment and ordinary pay, while the Employee recovers from injury.

e. **Alternative Duties:**

At the Employer's discretion, the Employee may be required to return to work to undertake such alternative duties as are available and as are reasonably within the Employee's capability and level of fitness as determined in consultation with a registered medical practitioner.

20. **MEDICAL EXAMINATIONS**

For the purposes of providing a safe and healthy workplace, the Employer may require any Employee to have a medical examination by a mutually agreed medical practitioner. Such an examination will be at the Employer's expense and the purpose of such an examination will 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 or safety of either the Employee or others. The Employee agrees that the results, in relation to specifically requested information regarding employment capacity, is to be


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accessible by the Employer, and agrees that the medical practitioner is authorised to and may provide the information directly to the Employer and Employee.

21. OTHER EMPLOYMENT

- a. If the Employee intends to undertake secondary employment, the Employee should discuss the matter with the Employer before any such arrangement is entered into. This is so that the Employer can work with the Employee to mitigate risks, including to ensure the health and safety of the Employee and others onsite.
- b. The Employee agrees that there are no contracts, restrictions or other matters which would interfere with their ability to meet their obligations under this Collective Agreement (including any obligation to attend training).
- c. If, while performing their duties and responsibilities under this Collective Agreement, the Employee becomes aware of any potential or actual conflict between their interests and those of the Employer, then the Employee shall immediately inform the Employer. This is so that the parties can work in good faith to resolve any concerns the Employer may have.
- d. Where the Employer forms the view that such a conflict does or could exist, it may direct the Employee to take action(s) to resolve that conflict, and the Employee shall comply with that instruction. The Employer's direction must not restrict the Employee from performing work for another person any more than necessary to resolve that conflict.

22. REDUNDANCY

- a. In the event that an Employee's employment is terminated by way of redundancy, they will receive four weeks' notice of redundancy or, failing such notice, be paid in lieu of notice. This is inclusive of the notice at clause 18.

- b. The foregoing notice provisions will not apply to any Employee with less than 12 months continuous service. In any such case the Employee will receive 2 weeks' notice of redundancy, or be paid in lieu of such notice.

(The above mentioned notice periods will be inclusive of and not additional to the requirements of clause 18 of this Collective Agreement.)

- c. If the Employee fails to work out the notice by reason of their own choice or resignation, they will not be paid for the unworked proportion of the notice.



- d. In the event of redundancy, the Employee will not be entitled to any additional payment due to the cessation of employment.

23. **EMPLOYMENT PROTECTION PROVISIONS**

- a. In the event that part or all of the work undertaken by an Employee who is bound by this Collective Agreement is being contracted out to another person or organisation or the business or part of the business that an Employee who is bound by this Collective Agreement works in is being sold or transferred to another organisation so that the work the Employee is engaged to performed would no longer be performed by the Employee for the Employer, the Employer will take reasonable steps to protect the Employee from disadvantage.
- b. In meeting this obligation, the Employer will:
- i. Act in good faith at all times; and
 - ii. Where practicable, consult with the union representative and Employees affected over:
 - redeployment opportunities within the Employer's business.
 - transfer to the new Employer.
 - negotiation with the new Employer on future terms of employment; and
 - iii. Meet with the other organisation as soon as practicable, to negotiate:
 - whether or not that organisation proposes to offer employment to the Employees;
 - if so, the terms and conditions on which that organisation proposes to offer employment to the Employees;
 - the proposed date on which Employees would commence employment with that organisation; and
 - keep the union informed of its progress in negotiating the points above with the other organisation.
- c. Where the Employee's employment is being terminated by reason of the sale or transfer of the whole or part of the Employer's business, the Employee will not be deemed to be redundant if:
- i. 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;
 - has agreed to treat service with the Employer as if it were service with that person; and
 - as if it were continuous;



- ii. The conditions of employment offered to the Employee by the person acquiring the business or part being sold or transferred are no less favourable than the Employee's conditions of employment including:
 - any service related conditions;
 - any conditions relating to redundancy;
 - any conditions relating to superannuation under the employment being terminated; and
- iii. The offer of employment by the person acquiring the business or the part being sold or transferred is an offer to employ the Employee in that business or part of the business either:
 - in the same or similar capacity as that in which the Employee were employed by the Employer; or
 - in any capacity that the Employee is willing to accept.

24. CONFIDENTIAL INFORMATION

- a. No Employee will disclose any professional, financial or other like information of a confidential nature relating to the Employer's business, or to residents' affairs, gained during, or after the cessation of employment with the Employer, to any person or organisation not lawfully entitled to receive such information, without the specific written authority of the Employer.

Employees must take any matters of this nature to the General Manager, or to the Board Chairman in the first instance.

- b. A breach of the foregoing subclause may constitute grounds for instant dismissal.

25. BEHAVIOUR

- a. The successful operation of the Employer is dependent on the quality of performance of all Employees. As a Rest Home and Hospital, care of our residents is our most important role.
- b. It is an essential condition of employment that when dealing with, or in contact with, either residents or visitors, in any way, that they are treated with respect in a courteous and pleasant manner at all times, and that every effort is made to be helpful and to satisfy their legitimate requirements.
- c. A high standard of dress and professional behaviour is required by all staff members at all times.
- d. Failure to adhere to the above standards could result in disciplinary action.



e. Suspension

The Employer reserves the right to suspend the Employee:

- (1) During the course of an investigation into suspected serious misconduct. (Suspension is not seen as a disciplinary measure in itself and does not imply guilt in regards to the allegation being investigated. It is purely to allow for the investigation of a serious allegation); or
- (2) Where, because of a condition, behaviour*, illness or injury, the Employer has sound reason to believe that the Employee constitutes an immediate hazard to himself or herself, or to others.

- f. The Employer reserves the right to review payment while the Employee is on suspension should suspension become prolonged (i.e. longer than two weeks) for any reason outside the control of the Employer, for example if the Employee is charged with a criminal matter. This means that suspension will be initially on pay and thereafter may be without pay. It is anticipated that it would be rare to continue a suspension without pay and that such a decision will not be made lightly.
- g. Prior to any suspension under clause (1) above the Employee concerned will be invited to a meeting where the reasons why suspension is being considered will be discussed. The Employee is to be advised that they can bring a support person with them to the meeting and that they are entitled to have their views considered before any decisions are made regarding suspension.
- h. Suspension under clause (2) above can happen without a meeting taking place at the time of the incident, however a meeting pursuant to the above clause will be held within 24 hours with a support person of the Employee's choice (within reason). If the incident takes place on a weekend or a public holiday then the meeting will be held on the next available working day.
- i. The Employee will have the suspension and the reasons for it confirmed in writing as soon as possible after the suspension commences.

* Behaviour is any conduct that is unsafe for the other staff, visitors or residents such as physical violence or verbal threats to another's welfare.

26. OTHER CONDITIONS

- a. Communication is an essential element and is vital for the success of Trinity Home and Hospital Ltd. All staff, unless otherwise approved by the General Manager, will be available to attend meetings as required by the Employer. These meetings may occasionally occur outside the normal hours of work.



- b. Staff meetings are information orientated, a venue to address issues, and for staff education.
- i. Notwithstanding clauses 5(c) and 7, Employees who are required to work within twelve (12) hours of a staff meeting and who attend same will be paid at their ordinary hourly rate for such attendance.
 - ii. Employees who are not required to work within twelve (12) hours of a staff meeting and who attend the same will be reimbursed an allowance of no less than the current minimum wage for the first hour and pro-rated part hour thereafter for their attendance at the meeting.
 - iii. Employees are required to attend at least 60% of the staff meetings. To avoid doubt, attendance at at least 60% of the staff meetings is part of the Employee's guaranteed hours of work.
- c. **Training Courses and Seminars:**
- i. Where an Employee is required and authorised to attend a Training Course/Seminar by the Employer, the Employee will be paid his/her ordinary hourly rate of pay for all time spent attending such courses excluding travel time. The Employer will pay accommodation costs and course fees. Where the Employer does not provide transport and petrol for travel to such courses and an Employee uses his/her own vehicle, reimbursement will be made at the current IRD rate per kilometre (where training is off site).
 - ii. Where attendance at a course is at the request of the Employee, and prior written approval from the Employer has been given, then the Employee will be reimbursed for reasonable travel and accommodation costs and course fees upon production of receipts. In such event the Employee will not be paid for actual time spent in travel. Any remuneration over and above this will be discussed on an individual basis.
 - iii. The Employer may require the Employee to attend training in addition to the Employee's guaranteed hours of work for the purpose of compliance with the Employer's statutory, contractual and audit obligation. Such trainings will be paid at the Employer's ordinary hourly rate. The Employer will give the Employee notice of a requirement to attend training as early as practicable, but will provide no less than 8 weeks' notice. The Employer will pay the taxable amount of \$2.50 availability compensation each fortnight to each Full Time and Part Time employee. The Employee agrees that this constitutes reasonable compensation for making his or herself available under this clause.



- d. Each Employee bound by this Collective Agreement agrees to abide by the Company's Policies and Procedures including the Health and Safety Procedures, House Rules, and Employer's Smoke Free Workplace Policy, and recognises the Employer's right to vary these from time to time as required.

27. UNION MEETINGS

- a. Pursuant to section 26 of the Employment Relations Act 2000 ("the Act"), Employees will be entitled to attend meetings authorised by the Secretary of each union as follows:

2 meetings (each of a maximum of 2 hours duration) or 4 meetings (each of a maximum of 1 hours duration) in each twelve month period.
- b. The unions must give the Employer 14 days' notice of the date, time and place of such meeting, in order to ensure the Employer's business is maintained.
- c. Work will resume as soon as practicable after the finish of the meeting.
- d. Only union members attending the meeting and who usually work will be entitled to payment.
- e. The unions must supply the Employer with a list of members attending and will advise the duration of the meeting.
- f. In order to ensure business is maintained, it may be necessary for some members to be available on-site during the meeting in order to enable essential care-giving services to continue.

28. Consultative Committee

- a. Trinity, E tū and NZNO agree to establish a consultative committee comprising management and union delegates and organisers. The consultative committee will meet at least quarterly (or more than quarterly, if the parties agree that additional meetings are required).
- b. The purpose of the consultative committee is to provide opportunities for management and staff to discuss workplace issues in good faith with a view to solving problems and improving communication and morale."

29. EMPLOYMENT RELATIONS EDUCATION LEAVE

- a. Pursuant to Part 7 of the Act, the unions will be entitled to allocate employment education leave ("ERE leave") to eligible Employees.



- b. Subject to the calculated entitlement set out at section 74 of the Act, and unless otherwise agreed, no more than 5 days may be granted per Employee per year.
- c. Unused ERE leave will not accumulate from one year to the next.
- d. Additional ERE leave may be granted at the Employer's discretion.
- e. The Unions will allocate ERE leave to an eligible Employee by giving notice to the Employee and a copy of the notice to the Employer informing both parties that –
 - i. The unions have allocated such leave to the Employee; and
 - ii. The date on which the leave has been allocated for; and
 - iii. The education proposed to be undertaken during the leave.
- f. The Employer must be notified no later than 14 days before the first day of leave.
- g. The Employer may refuse an eligible Employee to take leave if the Employer reasonably believes that the Employee taking leave on the dates notified would unreasonably disrupt the Employer's business.
- h. The provisions contained in this clause are the same as the rights granted under the Act and are not designed to enhance the rights contained in the Act.

30. VARIATION OF AGREEMENT

This Collective Agreement may be varied during its term by a signed agreement between 50% plus 1 of the Employees who are a party to this Collective Agreement and are directly affected by the variation, and their authorised representative.

An Employee is directly affected only if their terms of employment according to this Collective Agreement will be altered as a result of the proposed variation. Variations will have the same expiry date as the Collective Agreement.

Where one party to this Collective Agreement proposes any variation, the proposal must be provided in writing to the other parties to this Collective Agreement and those who are affected and are covered by it. The proposal will outline:

- the variation sought,
- the reasons for the variation,
- the Employees potentially affected; and
- the likely effect on the Employees concerned.



31. TERM OF AGREEMENT

This Collective Agreement will come into force on 1 September 2022 and will expire on 31 August 2024.

32. NZNO AND E TŪ DELEGATES

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

- a. Accordingly paid time off (at ordinary time rates) will be allowed for recognised Employee delegates to attend meetings with management, consult with union members and NZNO or E tū union officials for the purposes of representation on all work related matters.
- b. Prior approval for such meetings must be obtained from management. Such approval will not be unreasonably withheld.

33. NEW EMPLOYEE INFORMATION

- a. In accordance with section 62 of the Employment Relations Act 2000, a new employee who is not a member of E tū or NZNO and who enters into an individual employment agreement to perform work that is covered by this Collective Agreement, will be employed on an individual employment agreement based on this Collective Agreement for the first 30 days of their employment.
- b. In accordance with section 62A of the Employment Relations Act 2000, when the Employer enters into an individual employment agreement with a new employee who is not a member of E tū or NZNO and who will perform work that is covered by this Collective Agreement, the Employer will:
 - i. provide the new employee with a copy of the Collective Agreement
 - ii. provide the employee with a copy of the information pack provided by E tū or NZNO;
 - iii. advise the new employee that their role is covered by the Collective Agreement and if they join E tū or NZNO then they will be bound by the Collective Agreement;
 - iv. introduce the new employee to an E tū and NZNO delegate;
 - v. within 10 days of the employee commencing employment, provide the new employee with the MBIE Active Choice form; and
 - vi. unless the employee objects, within 40 days of the employee commencing employment, provide E tū and NZNO with the name of the employee and the employee's completed MBIE Active Choice

Handwritten signature and initials in blue ink, located at the bottom right of the page. The signature appears to be 'Juo' and the initials are 'H'.

form (or, if the employee does not complete the form, confirmation that the employee did not complete the form).

34. **CO-OPERATION, CONSULTATION AND MANAGEMENT OF CHANGE**

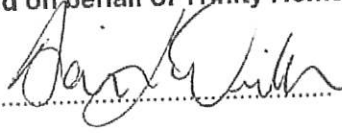
- a. The parties accept that change in the Aged Care Service occurs and in order to ensure that efficient and effective delivery of services, the Employer agrees to consult with the union party on matters of mutual concern and interest.
- b. Therefore, the parties commit themselves to the establishment of effective and ongoing communications on all Employee relations matters.
- c. Prior to the commencement of any significant change to staffing, structure or work practices, the Employer will identify and give reasonable notice to Employees who may be affected and to the NZNO or E tū (as appropriate) to allow them to participate in the consultative process so as to allow substantive input.
- d. Consultation involves the statement of a proposal not yet finally decided upon, and requires more than mere prior notification.

The requirement for consultation should not be treated perfunctorily or as a mere formality. The parties to be consulted must be given sufficient opportunity to express their view or to point to difficulties or problems. If changes are proposed and such changes need to be preceded by consultation, the changes must not be made until after the necessary consultation has taken place.


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SIGNED for and on behalf of Trinity Home and Hospital Ltd.

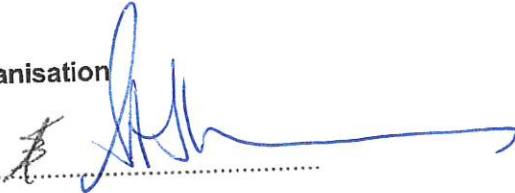
EMPLOYER



SIGNED for and on behalf of Registered Nurses and Caregivers of Trinity Home and Hospital Ltd

New Zealand Nurses Organisation

AUTHORISED AGENT



21 December 2022

SIGNED for and on behalf of Cleaners, Laundry Staff and Kitchen Hands of Trinity Home and Hospital Ltd

E tū Incorporated

AUTHORISED AGENT



DATE

02/11/22

Schedules:

- 1 - EMPLOYMENT RELATIONSHIP PROBLEM RESOLUTION PROCESS
- 2 - HOUSE RULES

SCHEDULE 1

EMPLOYMENT RELATIONSHIP PROBLEM RESOLUTION PROCESS

Employment Relationship Problems:

Employment relationship problems include such things as personal grievances, disputes, claims of unpaid wages, allowances or holiday pay.

Tell us first!

If you think you have a problem in your employment, then you must let us know immediately, so we can try and resolve it with you then and there.

In some cases, there is a **time limit** on when you have to do this – see “Personal Grievances”.

Mediation Services

If you don't feel happy with our response, then you can contact Mediation Services for free assistance. They can be contacted through the Employment Relations Info-Line, **0800 800 863**, or directly on **06 952 3460**. The mediator will try to help us resolve the problem, but won't make a decision as to who is right or wrong unless we both want this.

Employment Relations Authority

If your problem is still not resolved to your satisfaction, then you can apply to the Employment Relations Authority for assistance. This is a more formal step to take, and you might want to have someone representing you. The Authority member will investigate the problem, and will make a decision. This decision can be appealed by either of us to the Employment Court and then to the Court of Appeal.

Representation

At any stage, you are entitled to have a representative working on your behalf, and we will work with you and that person to try to resolve the problem. We can also choose to have a representative working on our behalf.

Personal Grievances

If you feel that you have grounds for raising a personal grievance with the Company (for unjustified dismissal, unjustifiable disadvantage, discrimination, duress, sexual or racial harassment), then you must do so **within 90 days** of the action occurring, or the grievance coming to your notice. Otherwise, your claim may be out of time.

If you raise your grievance out of time, we can choose to accept the later grievance or to reject it. If we choose to reject it, you can ask the Employment Relations Authority to grant you leave to raise the grievance out of time.

You must raise any grievance with us so that we know what the grievance is about. You can either tell us, or put your grievance in writing. We can then respond to your concerns.



SCHEDULE 2 HOUSE RULES

DISCIPLINARY ACTION:

If, after investigation, an Employee is found to have taken any action such as those listed below, action may be taken against the Employee, as follows:

MISCONDUCT:

The following behaviour (or similar) are examples of misconduct. This list is not exhaustive.

Where misconduct is considered serious enough a final warning may be issued without prior application of a first warning.

1. Failure to comply with the Employer's standard policies or procedures.
2. Failing to comply with time recording procedures.
3. Behaviour which causes offence to another person.
4. Misuse, or unauthorised use, of any of the Employer's equipment, supplies, tools or property.
5. Leaving an assigned place of work without authority.
6. Posting offensive notices within the workplace or de-facing the Employer's property.
7. Failure to observe safety rules, or working in an unsafe manner, or failing to make proper use of safety equipment, where such equipment is installed or provided.
8. Preventing, or interfering with, another Employee carrying out their work functions.
9. Waste of time or material.
10. Failure to report a safety hazard, fire, or the use of the fire equipment.
11. Failure to report for work at the time required without notifying the supervisor/Employer of the reason, or any unauthorised lateness without good reason.
12. Failure to complete the stipulated hours of work, unless sick or because of some personal emergency.
13. Failure to report a work-related accident, whether it involves personal injury, damage to property, or a serious near-miss.
14. Any such offences that are deemed by the Employer to constitute misconduct.

Noting that each case must be considered on its own merits, where the Employee's act or omission is established to be misconduct, the following warning procedure will be used as a guide:



Disciplinary Procedure:

1. Except in the case of serious misconduct, which will be grounds for instant dismissal, the Employee will usually receive a formal warning.
2. If the warning is not heeded or some other offence is repeated, further disciplinary action may result up to and including dismissal. All Employees have the right of appeal in accordance with the provisions of the personal grievance clause of the Employment Relations Act 2000.

SERIOUS MISCONDUCT:

The following behaviour (or similar) are examples of serious misconduct. Behaviour of this type can result in instant dismissal. This list is not exhaustive.

1. Falsification of the Employer's records, including time clock, or otherwise making a false statement.
2. Bringing and/or consuming drugs on the Employer's premises (other than those prescribed by a Medical practitioner).
3. Bringing and/or consuming alcohol on the Employer's premises without Employer approval.
4. Reporting to work in such a state of intoxication from alcohol or drugs that the Employee is unable to perform their duties properly and safely.
5. Being absent without communication with the Employer or a representative of the Employer, and/or unauthorised absence from work.
6. Unauthorised possession or removal of the Employer's property (including cash), or property of another person without permission.
7. Wilful damage of the Employers or another person's property.
8. Boisterous play or horseplay which injures another person.
9. Gambling on the premises.
10. Violence against another person.
11. Misuse of fire or safety equipment.
12. Refusal to perform work that has been allocated or walking off the job.
13. Behaving in a manner likely to cause injury or unreasonable distress to a resident or any other person.
14. Acts adversely affecting the quality of care/service, safety or hygiene.
15. Failure to record and to report any accident affecting a resident.
16. Sleeping during work hours.
17. Smoking in breach of the Employer's Smoking Policy.
18. Refusal to carry out the reasonable and lawful instructions of the Employer/Employer's delegate or walking off the job.
19. Using offensive or abusive language or behaviour.
20. Sexual harassment of a co-worker or other person.
21. Disclosure of any confidential information concerning a present or past resident, or the Employer, without authorisation.
22. Misrepresenting the Employer for personal gain.
23. Any such other offences that are deemed by the Employer to constitute serious misconduct.



Conduct Detrimental to the best interests of the Board:

- Unless the Employee's off-duty behaviour seriously brings the standing of his or her profession, trade, or the Board into disrepute, it is seldom considered the business of Trinity Home and Hospital Ltd. Conduct considered to be detrimental to the best interests of Trinity Home and Hospital Ltd, may be defined as:
 - Where the Employee is convicted in a court of law of an offence which is punishable by imprisonment.
 - Where an Employee is convicted of an offence relating to the possession, receiving and /or supply of drugs.
 - Any other action or behaviour which is considered to bring his or her profession, trade of the Board into disrepute.

A handwritten signature in blue ink, appearing to be 'A. O. S.', with a large flourish extending to the right.