

# **Waihi Lifecare (2018) Limited**

## **Collective Agreement**

**1 July 2022 – 30 June 2023**



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## **1. PARTIES**

- 1.1 This is a Collective Agreement between Waihi Lifecare (2018) Limited ("the Employer"); and the New Zealand Nurses Organisation (Inc) (NZNO) and E tū' ("the Unions").

## **2. DURATION OF AGREEMENT**

- 2.1 This Agreement commences on 1 July 2022 and expires on 30 June 2023.

## **3. COVERAGE**

- 3.1 This Agreement is made pursuant to the Employment Relations Act 2000. The Agreement shall cover all Waihi Lifecare employees who are employed in the positions listed below.

- Registered Nurse
- Enrolled Nurse
- Healthcare Assistant
- Household employee
- Cook
- Kitchen Assistant
- Administration Assistant
- Diversional Therapist
- Diversional Assistant
- Gardener
- Maintenance

- 3.2 This Agreement does not cover managerial employees including Administration Manager and Maintenance Officer

- 3.3 New employees engaged in work described in 3.1 above will, pursuant to section 62 of the Employment Relations Act 2000, be employed on the terms and conditions of this Agreement for the first 30 days of their employment. Nothing in this Agreement shall prevent mutual agreement to terms and conditions that are not inconsistent with this Agreement.

Employees are only entitled to one base wage rise in any annual financial period. Thus, in the situation of an employee who transferred from an Individual Agreement to the Collective Agreement during any financial year that employee would not receive an additional wage increase solely by virtue of the fact of that change. Other situations that arise will be resolved by agreement.

#### 4. NATURE OF AGREEMENT

- 4.1 This is a Collective Agreement made pursuant to the Employment Relations Act 2000 ("the Act"). The parties to this Agreement agree to the terms and conditions in this document.
- 4.2 The parties acknowledge a commitment to deal with each other in good faith in all aspects of the employment relationship. In order to uphold this ideal, the parties agree to develop and maintain an employment relationship based upon common-sense, reasonable conduct, mutual trust and co-operation.
- 4.3 The parties note the Human Rights Commission report '**Caring Counts: Report of the Inquiry into the Aged Care Workforce**' and commit themselves to working together to progress the recommendations from that report.

#### 5. VARIATIONS

- 5.1 The provisions of this Agreement can only be varied with the agreement of the Employer and Union parties, in writing and signed by the parties.

#### 6. INTERPRETATION

- 6.1 In this Agreement, unless the context otherwise requires:
- **"Employee"** means any person employed by Waihi Lifecare (2018)Ltd.
  - **"Fortnight"** refers to 14 days covering Sunday to Sunday (including any shift commenced before midnight on the final Sunday of the pay period).
  - **"Illness"** does not mean an accident or the effects of an accident.
  - **"Night Shift"** means a duty rostered and commenced after 10pm and concluded at or around 7am the next day.
  - **"Normal Hours"** means the usual rostered hours of an Employee.
  - **"Normal Rate"** means the hourly rate of pay set out in the Wages Schedule.
  - **"Particulars of Employment"** means the document signed by the Employer and the Employee setting out the individual terms of that Employee's employment.
  - **"Personal Grievance"** has the meaning given to it by Part 9 of the Employment Relations Act 2000.

- **"Rostered"** means the pre-arranged shift, varied or fixed, notified 14 days in advance to an Employee to be worked on any given day.
- **"The Agreement"** means this document and any attachments thereto.
- **"The Employer"** means Waihi Lifecare (2018) Ltd.

## 7. CLASSIFICATION OF EMPLOYEES

### 7.1 Definitions:

- **"Kitchen Assistant"** means a person employed primarily to carry out work (except cooking) inside the kitchen and who performs the duties set out in their job description.
- **"Cook"** means an Employee wholly or substantially engaged in the preparation and cooking of meals, purchasing and controlling kitchen supplies and who performs the duties set out in their job description.
- **"Healthcare Assistant"** means an assistant to the nursing team carrying out tasks relating to patient care under the direction and supervision of a registered nurse and who performs the duties set out in their job description.
- **"Registered Nurse"** means a person who is on the register maintained by the NZ Nursing Council as a Registered Nurse, as defined in the Health Practitioners Competence Assurance Act 2003.
- **"Diversional Therapist"** means a person who plans, documents and is engaged in providing social and recreational activity and other therapy for residents.
- **"Diversional Assistant"** means a person who is engaged in providing social and recreational activity and other therapy for residents.
- **"Enrolled Nurse"** means a person whose name is on the register maintained by the NZ Nursing Council as an Enrolled Nurse, as defined in the Health Practitioners Competence Assurance Act.
- **"Household Employee"** means a person who is primarily employed on domestic duties in the hospital or rest home including cleaning and laundry and who performs the duties set out in their job description.
- **"Maintenance Person"** means a person who is employed to undertake general maintenance in and around the Facility.
- **"Gardener"** means a person who is employed to undertake gardening duties.

## **8. OBLIGATIONS OF THE RELATIONSHIP**

8.1 The Employer shall:

- Act as a good employer in all dealings with the Employee and the Employee's representative;
- Deal with the Employee and any representative of the Employee in good faith in all aspects of the employment relationship.
- Take all practicable steps to provide the Employee with a safe and healthy work environment.

8.2 The Employee shall:

- Comply with all reasonable and lawful instructions provided to them by the Employer;
- Perform their duties with all reasonable skill and diligence;
- Conduct their duties in the best interest of the Employer and the employment relationship;
- Deal with the Employer in good faith in all aspects of the employment relationship;
- Comply with all policies and procedures (including any Codes of Conduct or House Rules) implemented by the Employer from time to time;
- Take all practicable steps to perform the job in a way that is safe and healthy for themselves and their fellow employees.

8.3 The parties will ensure that regular consultation occurs when required pursuant to the Act.

## **9. PLACE OF WORK**

9.1 The parties agree that the Employee shall perform their duties at the Waihi Lifecare (2018) site.

## **10. RIGHT OF ENTRY**

10.1 An authorised representative of the Union/s shall be entitled to enter any of the facilities only at reasonable times during any period when any employee is employed to work, for the purposes related to the employment of Union members and/or the Union/s business.

10.2 The parties agree that they wish to have an effective and respectful relationship and shall work together to ensure this is applied wherever possible.

10.3 Authorised representatives of the Union/s party to this Agreement shall be

entitled to enter the Employer's facilities at reasonable times. Given the nature of the Employer's facility, it is important that a high degree of security and safety is maintained in the facility at all times. It is also important that the Manager [or the Manager's designated representative] is aware of any person who might be visiting the facility at any given time. Therefore in order to maintain these standards the representative/s shall:

- I. Wherever practicable, provide the relevant Manager with advance notice of their visit.
- II. Report to the person on duty at Reception upon entry and advise the Manager [or the Manager's designated representative] of his or her arrival. If the representative is unable, despite reasonable efforts, to find the Manager / designated representative, the Union representative shall leave a written statement stating their and the Union's name and the date, time and purpose of entry.
- III. State the purpose of entry and produce evidence of his/her identity and authority to represent the Union concerned before proceeding further into the premises.
- IV. Enter in a reasonable way, have regard to normal business operations of the Employer.
- V. Comply with existing reasonable requirements and procedures in regard to safety, health and security.

10.4 The following shall inform Clause 10.2

10.5 When exercising their access rights Union representatives shall at all times have regard for the need to respect the rights and privacy of residents and the operational needs of the site. This shall include:

- I. Respecting residents' bedrooms as being private.
- II. Not taking Employees off the floor or away from their normal work station without the consent and knowledge of the appropriate Manager, such consent not to be unreasonably withheld.
- III. Where in accordance with the rights contained in the Act it is necessary to meet with Employees or members on a collective basis, this shall be organised in advance with the appropriate Manager.

## **11. UNION DELEGATES**

11.1 The Employer shall recognise the delegate(s) who are elected by the Employees and endorsed by the Union/s as the representatives of the



Union/s.

- 11.2 Delegates shall involve management at an early stage in the case of problems or disputes brought to the delegate's attention which needs to be resolved.
- 11.3 Any Union delegate shall be allowed reasonable time to conduct Union-related business at the premises at which he or she is employed. However, the employee has a responsibility to ensure that such time taken is not excessive and enables the employer's operations to continue.
- 11.4 In complying with the requirements of section 62(2) of the Employment Relations Act 2000, the Employer will ensure that new Employees who come with the coverage of this Agreement are provided with a copy of the Collective Agreement. The Employer will advise new employees of who the relevant Union delegates are and provide their contact details and an introduction to the Union delegates at their facility as part of the new Employee's induction process.

## **12. DEDUCTION OF UNION SUBSCRIPTIONS**

- 12.1 Pursuant to section 55 of the Employment Relations Act 2000, the Employer shall deduct union fees from the wages of Employees who are members of the Union party to this Agreement, and who have authorised such deductions in writing. The Employer shall remit such deductions to the Union with a list of Employees for whom such deductions have been made.
- 12.2 Remittance shall be at fortnightly intervals as per the Facility payroll run.

## **13. EMPLOYMENT RELATIONS EDUCATION LEAVE**

- 13.1 The Employer shall grant paid employment relations education leave to eligible Employees based on the formulae set out in Part 7 of the Employment Relations Act 2000 and shall do so in accordance with the legislation.

## **14. EMPLOYEE MEETINGS**

- 14.1 Pursuant to section 26 of the Employment Relations Act 2000, every Union member employed by the Employer shall, in each calendar year, be entitled to 2 union meetings (or reasonable duration) without loss of ordinary pay, provided that ~~each~~ of the following conditions is fulfilled.

- I. Fourteen days' notice of the meeting shall be given.
- II. Work shall resume as soon as practicable after the finish of the meeting.
- III. Only Union members attending the meeting shall be entitled to payment. The Union shall supply the Employer with a list of Union members attending and will advise the time the meeting finished.
- IV. In order to enable essential care and services to continue, it may be necessary for some members to remain on site during the meeting in order to ensure that the residents' safety and care is maintained.

14.2 **NOTE:** The provisions contained in this clause are inclusive of and not in addition to the provisions of section 26 of the Employment Relations Act 2000.

## **15. FULL TIME / PART TIME / FIXED TERM AND CASUAL EMPLOYMENT**

- 15.1 Employees may be engaged as either full time, part time, casual or fixed term.
- 15.2 "Full time Employees" are those Employees who are employed as permanent employees to work an average of 75 hours per fortnight.
- 15.3 "Part time Employees" are those Employees who are employed as permanent employees to work less than an average of 75hours per fortnight.
- 15.4 "Casual Employee" means an Employee who is engaged to work on an as needed, short term, irregular basis, and who has no fixed hours of employment, but who may be employed for a few hours per engagement, a shift per engagement, or a number of shifts per engagement. A Casual Employee has no entitlement to any specified hours of employment per engagement.
- 15.5 A "Fixed term Employee" is an Employee who is engaged for a specified period of employment, e.g. x months from y date to z date, or for a specific event of for a specified project. Fixed Term Employment Agreements will only be used to cover specific situations of a temporary nature such as:

- I. To fill a position where the incumbent is on leave [sabbatical, parental etc.]
- II. Where there is a project/task with funding of a finite duration.

15.6 An Employee engaged part time, fixed term or casual shall be entitled to the same rights and benefits as a full time Employee, except as otherwise stated in this Agreement. Fixed term employment agreements will not be used to deny Employees security of employment.

**16. WAGES**

16.1 The Employee will be paid at the agreed hourly rate which shall not be less than the rates specified in this document. This hourly rate shall be payable for all hours worked by the employee, except as may be otherwise provided by this Agreement.

16.2 Remuneration shall be paid fortnightly, direct credited into a bank account nominated by the Employee.

**16.2 (i)**

Registered Nurse

Appointed to the scale will be based on relevant years of nursing experience eg: a Registered Nurse with 3 years nursing will be appointed Step 4

Step 5	\$41.00
Step 4	\$40.00
Step 3	\$39.00
Step 2	\$38.00
Step 1	\$37.00

**16.2 (ii)**

Enrolled Nurse

Appointment to the scale will be based on relevant years of nursing experience eg: an Enrolled nurse with 2 years nursing will be appointed to Step 3

Step 4	\$33.00
Step 3	\$32.00
Step 2	\$31.00
Step 1	\$30.00

Pay progression through the scales will be on an annual basis subject to satisfactory performance. If performance is deemed not to be satisfactory by the employer, this will be communicated to the employee at least 3 months prior to the pay review date.

16.2 (iii)

Healthcare Assistants and Diversional Therapists employed as at 1 July 2017

	1 July 2017	1 July 2018	1 July 2019	1 July 2021	1 July 2021 (with LCI)	1 July 2022 (with 3%)
No formal qualification or <3 years' service	\$19.00	\$19.80	\$20.50	\$21.50	\$21.84	\$22.49
Level 2 qualification or 3+ years' service	\$20.00	\$21.00	\$21.50	\$23.00	\$23.36	\$24.06
Level 3 qualification or 8+ years' service	\$21.00	\$22.50	\$23.00	\$25.00	\$25.39	\$26.16
Level 4 qualification or 12+ years' service	\$23.50	\$24.50	\$25.50	\$27.00	\$27.43	\$28.25

Caregivers and Diversional Therapists employed **as at** 1 July 2017 and who reach 12 years of current continuous employment with Waihi Lifecare **after** 1 July 2017 and who have **not** achieved a Level 4 Qualification will move the to the alternate pay rates

12+ years' service	\$22.50	\$23.50	\$24.50	\$26.00	\$26.41	\$27.20
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Caregivers and Diversional Therapists employed after 1 July 2017 shall progress through the pay scale based on qualifications only, not years of service. Years of service means current continuous service with Lifecare. Qualifications mean those recognised by NZQA.

**16.3 Household Employees, Cooks, Clerical Assistant, Maintenance and Gardener**

<b>0-3 years</b>	<b>3-8 years</b>	<b>8-12 years</b>	<b>12+ years</b>
<b>\$22.35</b>	<b>\$23.38</b>	<b>\$24.41</b>	<b>\$25.44</b>

### **Administration**

<b>Entry</b>	<b>\$24.41</b>
<b>Proficient</b>	<b>\$25.44</b>
<b>Merit</b>	<b>\$26.47</b>

### **Cooks**

<b>New Cook</b>	<b>1 year</b>	<b>2 years experience</b>	<b>3 years experience</b>	<b>4+years experience</b>	<b>Chef Qualification</b>
\$24.20	\$24.72	\$25.23	\$25.75	\$26.26	\$27.29 - \$29.35

#### **16.4 Progress Steps**

Progress steps are available for employees in the following roles:

- Cooks/Chef
- Office/Clerical Admin
- Household
- Maintenance
- Gardener

Upon starting with the Employer, the Care Home/Manager will determine the relevant step to place the Employee on. Performance and development reviews will be undertaken annually.

Whilst further progression is not compulsory the Employee is encouraged and fully supported to at least ensure that the agreed standards for their current level are maintained. Please refer to the Waihi Lifecare (2018) Ltd Policy and Procedures for further details.

Where the Employer fails to provide feedback or fails to ensure the performance review is undertaken as set out above, the employee shall not be disadvantaged by such failure.

#### **16.4 Service Increment**

An employee with 5 years current continuous service will be paid an additional 35 cents per hour. (i)If error (occasioned by the Employer or the Employee) occurs in the calculation of the wage of an Employee which results in underpayment of that Employee, the deficit shall be paid to that Employee no later than two working days after the Employee brings the matter to the attention

of the Employer; or, where the underpayment is \$20.00 gross or less, by the next pay period unless the Employee requests the payment to be remedied more urgently.

(ii) Deductions may be made from wages for work time lost through the Employee's sickness (other than as provided for in this agreement), accident, default, leave without pay, or for any other debt or money owing to the Employer.

(iii) In the event of a payment of wages made in error to the Employee, the Employer and the Employee shall agree on reasonable repayments by deduction from wages, except upon termination where any remaining erroneous payment may be recovered in full from any monies owed by the Employer to the Employee. Where agreement cannot be reached following discussion, the Employer may deduct the erroneous payment either in full or by way of instalments provided 5 working days' notice is provided and that any single deduction will not exceed 5% of net pay.

(v) Unless otherwise agreed (or if impracticable to do so) upon termination of employment, an Employee shall be paid all entitlements on the day of departure, or within two office working days if the day of departure is in the weekend. This sub clause shall not apply to Employees who resign without giving the appropriate notice or abandon their employment. Such Employees shall be paid their final pay on the next pay day.

## **17. OVERTIME, ON CALL AND PENAL RATES**

### **17.1**

Any hours worked over 10 hours per day or 80 hours per fortnight will be paid at time and a quarter.

Midnight Friday - midnight Sunday      \$1 per hour additional

Night Rate: 11pm-7am      \$1 per hour additional

The Night and Weekend rates shall not be paid simultaneously.

Employees who are employed in the Maternity Annexe and who participate in the On Call Roster shall be paid \$1.50 per hour for each hour on call. The On Call Allowance will not be paid from when the employee is called into work and is being paid their ordinary hourly rate.

Employees shall not, except in exceptional circumstances, be on call for more than 12 hours continuously. It is a condition of participation on the On Call Roster that the employees ensure that roster is covered at all times. Employees called out to work will receive a minimum payment of 3 hours.

## **18. REMUNERATION REVIEWS**

- 18.1 For all Employees, remuneration will be reviewed, subject to a satisfactory performance appraisal.

## **19. HOURS OF WORK**

- 19.1 No Employee will be required to work more than six consecutive days without the Employee's agreement. All practical steps will be taken to ensure that full time Employees will normally work consecutive shifts and have two consecutive days off. Any additional hours of work worked by the Employee (with express approval of the Manager) will be paid at the Employee's hourly rate unless the additional hours are worked more than 75 hours in a fortnight provided that the additional hours shall be more than 80 hours in a fortnight for employees who receive a paid meal break (i.e. all night shift employees and weekend and Statutory Holidays Registered Nurse employees), in which case the Employee shall be paid the appropriate overtime rate. (See Clause 18.1 above).
- 19.2 Both parties acknowledge that the nature of the Employer's business is such that the Employee will be rostered on to shifts covering a 24 hour, seven day period. The Employer may roster on a rostered and rotating basis. The Employee agrees to work shifts as rostered by the Employer.
- 19.3 The Employee's hours of work and shifts shall be posted 14 days in advance on a roster placed in an accessible position on the premises; less notice may be given in exceptional circumstances. The Employee may change or exchange shifts only with the express approval of the Employer. Approval will not be given where a proposed change/exchange would cause the Employee to work consecutive shifts.
- 19.4 The employer will notify known vacant shifts in the advance posted roster. Employees may apply to the Manager to take up such vacant shifts. Short notice shifts will be offered to employees who have given notice that they are available to work such shifts. There is no requirement for employees to be available.
- 19.5 Where an Employee is rostered to work on a public holiday, the Employee will be expected to work in accordance with section 47 of the Holidays Amendment Act 2010 subject to an Employer approved shift change or exchange in accordance with clause 20.3 above or the provisions relating to sick or bereavement leave.
- 19.6 The Employer cannot guarantee that the Employee will work only on a

particular shift/shifts or a particular area within the facility.

Notwithstanding that the Employee may be habitually rostered to a particular shift, both parties acknowledge that the Employer may alter any roster to suit the Employer's business needs, in consultation with the Employee. Where the roster has been posted and the Employer wishes to alter the roster, the Employer will give the Employee reasonable notice.

- 19.7 A minimum of eight hours will separate rostered shifts, with the exception of split shifts undertaken between 7am and 10pm where a shorter period may separate the shifts.
- 19.8 Employees who agree to attend an authorised call out shall be paid their relevant hourly rate, or accrue equivalent time off in lieu, from the time they clock in to attend the call out until they clock out.
- 19.9 Where the number of residents reduces to the extent that a reduction in the Employee's hours of work is required, the Employer will consult with the Employee before enacting any change. It is intended that both parties will mutually agree to any changes but the Employer reserves the right to make the final decision in the event of the parties not being able to agree. At least 14 days' notice of change will be given.
- 19.10 Where occupancy is such that any of the parties wishes to undertake a review of the effectiveness/efficiency of the roster, the parties will consult with each other and the Employees to determine, in the first instance, mutually acceptable arrangements in response to the rise or fall in occupancy levels of the effectiveness/efficiency of the facility.

## **20. REST AND MEAL BREAKS**

- 20.1 The Employee will be entitled to the following rest and meal breaks:
- I. If the Employee works:
    - 2 hours or more, but not more than 4 hours, the Employee is entitled to one paid 10 minute rest break;
    - More than 4 hours, but not more than 6 hours, the Employee is entitled to one paid 10 minute rest break and one unpaid 30 minute meal break;
    - More than 6 hours, but not more than 8 hours, the Employee is entitled to two 10 minute rest breaks and one unpaid 30 minute meal break.
  - II. If more than an 8 hour period is worked, these requirements automatically extend to cover the additional hours on the same



basis. The timing of rest and meal breaks will be as rostered to meet the operational needs of the business, but where reasonable and practicable will be spread evenly throughout the work period.

- 20.2. The exception to this provision is that if the Employee is on the "night" shift [i.e. a shift commencing after 10.45pm and finishing after 7am for Hospital Aids] and is required by the Employer not to leave the premises and/or sleep during meal breaks, the Employee will be entitled to a paid meal break of 30 minutes during the shift in place of the unpaid meal break specified above.
- 20.3 The Employer shall provide tea, coffee, milk and sugar for rest and meal breaks with no charge to the Employees.

## **21. ANNUAL LEAVE**

- 21.1 The Employee is entitled to four weeks annual leave on the completion of one year of continuous service from the date of commencement, in accordance with the Holidays Amendment Act 2010.
- 21.2 Annual leave shall be taken at a mutually agreed time, with consideration given to the operational requirements of the Employer's business and the Employee's circumstances. In the absence of such agreement or in order to prevent accumulation, the Employer may require the Employee to take his or her annual holidays provided no less than 14 days notice is given pursuant to the Holidays Act 2003.
- 21.3 The Employee is strongly encouraged to take annual leave in the year in which it accrues. Employees may carry over annual leave into the following year only with the Employer's express approval.
- 21.4 Pursuant to the Holidays Amendment Act 2010 the Employer may allow an Employee to take an agreed portion of the Employee's annual holiday entitlement in advance.
- 21.5 An Employee taking anticipated leave under Clause 22.4 above and who leaves their employment prior to entitlement of annual holidays shall repay on termination any excess monies paid above the entitlement.
- 21.6 The Employer agrees that a minimum of 4 weeks paid annual leave per 12 months of service is essential for the rest and recreation needs of all Employees. Therefore, the Employer will not accept requests from Employees for the Employer to pay out one week of the 4 week annual leave entitlement unless the Employee establishes exceptional circumstances require them to have one week of their annual leave paid out in every case no payment for a proposed leave sale shall be made

unless the requirements as to paying out annual leave have been met.

- 21.7 Casual employees will be paid holiday pay at the same time as their remuneration unless the employee has requested in writing for the holiday pay to be accrued. The amount of holiday pay is 8% of an employee's gross earnings and will be paid less tax and shall be identified as a separate component on the employees pay advice.

## **22. STATUTORY HOLIDAYS**

- 22.1 Pursuant to the Holidays Amendment Act 2010 Employees will be granted the following eleven days as holidays if the holidays fall on days that would otherwise be working days for the Employee.

- |                              |                   |
|------------------------------|-------------------|
| • New Year's Day             | Second of January |
| • Good Friday                | Easter Monday     |
| • Sovereign's Birthday       | Labour Day        |
| • Christmas Day              | Boxing Day        |
| • Provincial Anniversary Day | ANZAC Day         |
| • Waitangi Day               |                   |
| • Matariki Day               |                   |

- 22.2 Due to the need to maintain its service to residents, the Employer shall be entitled to require Employees to work on a statutory holiday. The Employees agree to be available to work on any statutory holiday if requested in accordance with section 47 of the Holidays Amendment Act 2010.

- 22.3 Where such a day is worked, Employees shall be paid at times one and a half their hourly rate for the time so worked; and where the holiday would otherwise have been a working day for the Employee, the Employee shall also receive an alternative paid holiday at a later date, the timing of which is to be determined by agreement between the Employer and the Employee or in the absence of agreement according to the Holidays Act 2003.

- 22.4 Should any Christmas and New Year holidays fall on Saturdays or Sundays in any particular year, such holidays shall be observed in accordance with section 45 of the Holidays Act 2003.

- 22.5 NOTE: This prescribes whether the holiday will be observed on the actual day, be it Saturday or Sunday, or transferred to the next Monday or Tuesday depending on whether the actual day is a normal working day for the Employee.

## **23. PARENTAL LEAVE**

- 23.1 The provisions of the Parental Leave and Employment Protection Act 1987 and its subsequent amendments shall apply.

## **24. Domestic Violence**

The provisions of the Domestic Violence – Victims Protection Act and its subsequent amendments shall apply to Employees covered by this Agreement.

Domestic violence may impact on an employee's attendance or performance at work. The employer will support staff experiencing domestic violence.

If the Employee is a person affected by domestic violence:

- The Employee is entitled to domestic leave in accordance with the Holidays Act 2003 ("Act"). After six months continuous employment, the Employee is entitled to ten days domestic violence leave in each following 12-month period.
- The Employee or another person acting on the Employee's behalf may make a request to the Employer, to vary the Employee's terms and conditions of employment for a period of up to two months for the purpose of assisting the Employee to deal with the effects on the Employee of being a person affected by domestic violence ("DV Variation"). Any request for a DV Variation under this agreement must be made in writing and comply with the requirements set out in Part 6AB of the Act. The Employer may only refuse a request by the Employee for a DV Variation on the grounds set out in Part 6AB of the Act. All personal information concerning family violence will be kept confidential and will not be kept on the employee's personnel file without their agreement. Proof of family violence may be requested and can be in the agreed form of a document from the Police, a health professional, or a family violence support service.

In addition to the provisions of the Domestic Violence – Victims Protection Act, Employees covered by this Agreement are also entitled to the benefit of:

\* Full time and part-time employees; 20 days paid leave per annum.

\* Casual employees; 20 days per annum for shifts they were scheduled to work.

## **25. BEREAVEMENT LEAVE**

- 25.1 Employees are eligible for bereavement leave from commencement of employment. The entitlements are those outlined in the Holidays Act 2003.
- 25.2 All employees shall on the death of their spouse/partner, parent, step parent, child, step child, brother, sister, grandparent, grandchild or spouse's parent be entitled to three days' bereavement leave. Still Born and Miscarriage included.
- 25.3 One day's bereavement leave is available in other cases where the Employer accepts, in accordance with the Holidays Act, that the Employee has:
- Suffered bereavement by close association between the Employee and the deceased person, or
  - Significant responsibility for all funeral arrangements, or cultural responsibility in relation to the death.

## **26. SICK LEAVE**

- 26.1 Employees will, after six months current continuous service, be entitled to 10 days sick leave that will be pro rata for part time employees. Employees may request paid sick leave in advance in the first six months of employment. Such request will be considered on a discretionary basis.
- 26.2 Where an employee contracts an illness that can be directly traced to the conditions or circumstances under which they are working, or where the employee is prevented from working by the employer for a period of time due to illness, the employee shall be paid up to 5 days sick leave on each occasion, such leave shall not be deducted from the employees sick leave entitlement.
- 26.3 Sick leave may be taken where an Employee is:
- Sick or injured
  - If their spouse/partner is sick or injured, or
  - If a dependant for whom they provide care is sick or injured.
- 26.4 The Employee may carry over unused sick leave of up to 20 days entitlement into the next period of entitlement.
- 26.5 Casual staff are entitled to sick leave in accordance with section 63 1 (b) of

the Holidays Act 2003.

- 26.6 Where an employee takes sick leave, he/she will give the Employer as much prior notice as practicable. Wherever practicable the Employee will provide a minimum of 4 hours notice before the Employee is due to start work of their absence on sick leave.
- 26.7 The Employer may require a medical certificate from the Employee where the sickness is for three or more consecutive calendar days' duration, whether working days or not.
- 26.8 Pursuant to the Holidays Act 2003, the Employer may also require proof of sickness or injury within 3 consecutive calendar days if the Employer:
- Has reasonable grounds to suspect that the sick leave being taken by the Employee is not genuine because none of the grounds in section 65[1] are met; and
  - Informs the Employee, as early as possible after forming the suspicion that the sick leave being taken is not genuine, that the proof is required; and
  - Agrees to meet the Employee's reasonable expenses in obtaining the proof.
- 26.5 Where an Employee demonstrates a pattern of short-term absences of sick leave, the Employer may review that Employee's absences. Where the performance of the Employee in relation to sick leave is unsatisfactory, the Employer may require a medical certificate stating the justification for the absence.
- 26.6 Where a medical certificate is required by the Employer in accordance with Clauses 26.3, the certificate must state that the Employee has been examined by the medical practitioner and is, in the doctor's opinion, unfit for work.
- 26.7 Pursuant to the Holidays Act 2003, an Employee is not entitled to be paid any sick leave that has not been taken before the date on which his or her employment ends.

## **27. JURY SERVICE**

- 27.1 The parties to this Agreement agree that considering the nature of the business, should an Employee be called for jury service, both parties may agree to jointly make application to the Court for leave from jury service.
- 27.2 An Employee called for jury service shall advise the Employer as soon as practicable so that options can be discussed.

- 27.3 If however, leave of the Court is not granted, the Employee shall be granted paid jury service leave of up to a maximum of 5 days.
- 27.4 The Employee shall return to work at any time they are not required by the Court.
- 27.5 Where an Employee receives payment from the Court for Jury Service duties, the Employee shall pass the payment received for the first 5 days to the employer. However, should the payment received exceed the amount that the Employee is paid by the Employer for that period of time, then the Employee may retain the difference.

## **28. HEALTH AND SAFETY**

- 28.1 Both parties to this Agreement are committed to the safe operation of all plant and equipment on site, to safe working conditions and to the good health of all Employees. The parties shall comply with the requirements of the Health and Safety at Work Act 2015 and its amendments.
- 28.2 The Employer and Employees shall do everything they can to make and keep the working environment safe for residents, visitors and Employees.
- 28.3 Unauthorised or irresponsible use of any safety equipment may also be considered serious misconduct.
- 28.4 Employees are expected to notify any damage or loss of equipment to the Employer immediately.
- 28.5 All work related accidents, injuries, fatigue or stress symptoms are to be reported immediately to the Employer to allow the Employer to identify hazards and to take all practicable steps to eliminate, isolate or minimise any ongoing risks to residents, visitors and Employees.

## **29. ALTERNATIVE DUTIES**

- 29.1 Where the Employee is, due to sickness or injury, unable to perform the duties of the position, the Employer in consultation with the Employee, and/or ACC where appropriate, may require the Employee to perform reasonable alternative duties.

### **30. UNIFORMS**

- 30.1 Employees are required to adhere to the Waihi Lifecare Hospital Dress Code.
- 30.2 The employer will provide up to 2 uniform tops that will be replaced as required on a fair wear and tear basis.
- 30.3 This clause is to be read in conjunction with the Dress Code, outlining the required standards, which may be changed by the Employer from time to time as operational requirements dictate.

### **31. AMENITIES**

- 31.1 Employees shall comply with the Smoke Free Environments Act.

### **32. TERMINATION OF EMPLOYMENT**

- 32.1 Except as provided in this clause, this Agreement may be terminated as follows:
- In the case of Registered or Enrolled Nurses, Administration employees or the Diversional Therapist by either party giving four weeks written notice.
  - In the case of all other employees, by either party giving two weeks written notice.
  - In the case of casual employees by either party giving one day's written notice.
  - The relevant period of notice may be reduced by written agreement between the Employer and Employee.
- 32.2 Where the full notice is not given, payment equivalent to the unexpired period of notice shall be paid or forfeited as the case may be.
- 32.3 The Employer may terminate the Agreement without notice in the case of substantiated serious misconduct.
- 32.4 The Employer may elect to pay the Employee wages in lieu of all or part of the notice period. Where this is done, this shall not constitute dismissal.

### **33. SUSPENSION**

- 33.1 In the event that the Employer wishes to investigate any alleged serious misconduct, it may suspend the Employee on pay whilst the investigation is carried out.

## **34. ABANDONMENT OF EMPLOYMENT**

- 34.1 Except in the case of casual Employees, where an Employee absents him/herself from work for a continuous period of three rostered shifts (that may be broken by rostered days off) without the consent of the Employer, and without proper notification to the Employer and without good cause, the Employee shall be deemed to have terminated their employment without notice. In the case of a casual employee, the period of absence constituting abandonment shall be one arranged work shift instead of three.

## **35. TERMINATION ON HEALTH GROUNDS**

- 35.1 Where the Employer believes that the Employee is unable to perform the full duties of his/her position in an efficient manner, that will ensure the continued health, safety and wellbeing of the residents and Employees, by reason of mental or physical disability then the Employer may terminate employment on health grounds.
- 35.2 Before taking action under this clause the Employer shall be entitled to require the Employee to undergo, at the Employer's expense, a medical examination by an appropriate registered medical practitioner nominated by the Employer.
- 35.3 The Employee agrees that the relevant results of such examination shall be made available to the Employer and agrees that the medical practitioner is authorised to provide the information directly to the Employer, at the same time as providing information to the Employee.
- 35.4 If the Employer is unable to accommodate the Employee's disability after reasonable efforts, employment will be terminated with notice in accordance with Clause 33 of this Agreement.
- 35.5 In the case of casual Employees, a casual Employee who is unable to perform their duties safely or efficiently due to mental or physical disability shall not be retained on a list of casual employees or called in to work.

## **36. REDUNDANCY**

- 36.1 In the event of redundancy, affected permanent Employees will be entitled to four weeks' notice of the termination of their employment. This shall be instead of and not in addition to the notice provided under Clause 33. The



Employer may elect to pay in lieu of part or all of the notice period.  
Casual and temporary Employees are entitled to the notice provided in Clause 33 instead of the notice provided in this Clause.

## 36.2 Employee Protection Provision

- I. Where the Employer is contracting out, selling or transferring all or part of the business, including the part of the business where permanent Employees covered by this Agreement are employed, the following provisions will apply in addition to the provisions in Clause 37.1.
- II. The Employees and Unions will be consulted about any proposal to sell all or part of the business or to contract out or transfer work. The Employer will in any event advise the Union and the Employees prior to any announcement being made.
  - a. If the Employer decides to proceed with the proposed restructure, it will negotiate with the new contractor/service provider with a view to endeavouring to have the new Employer offer the affected permanent Employees employment on the same or similar terms and conditions and recognising service as continuous. The permanent Employees will be advised of timeframes for such negotiation, and for the acceptance of any offer of employment or of any application and interview process, as soon as possible.
  - b. Affected permanent Employees are entitled to choose whether or not to accept Employment with the contractor/service provider. In the event that the contractor/service provider offers a permanent Employee employment in terms of Clause b. above, no redundancy situation will arise, whether or not the Employee chooses to accept the offer of employment.
  - c. In the event that the contractor/service provider is not prepared to offer a permanent Employee employment in terms of Clause b. above or offers employment on lesser terms and conditions and/or without recognition of the Employee's service, the employee will receive notice of termination as specified in sub clause 37.1.
  - d. In the case of a casual or temporary Employee, the Employer will keep the casual or temporary employee informed of developments and discuss with the potential

new Employer whether casual or temporary staff will be taken on by the potential new Employer. A casual or temporary Employee is entitled to choose to accept or refuse employment with a potential new Employer as is any other Employee.

- e. In the case of an Employee who falls into one of the “specified categories of employees” Part 6A of the Act shall apply instead of the provision in this sub-clause.

## **37. EMPLOYEE EDUCATION**

- 37.1 The parties acknowledge that ongoing education and training are important for the Employees, residents and the Employer. The Employees are obliged to take reasonable steps to keep abreast and up to date with modern developments in residential care.
- 37.2 The Employer will run a series of in-service training sessions for Employees each year. Where the Employer requires Employees to attend core in-service education, Employees will be paid for their attendance.

## **38. EMPLOYER’S PROPERTY**

- 38.1 On or before the date of termination of an Employee's employment, the Employee agrees to return all of the Employer's property in his or her possession.

## **39. CONFIDENTIALITY**

- 39.1 As part of his/her normal duties, the Employees may have access to confidential information concerning the Employer and residents or clients. This information may include, but is not limited to, business information, business, employee or client records, and other confidential information relating to the Employer, Employees, residents or clients.
- 39.2 An Employee is not permitted to make improper use of, divulge or communicate confidential information to any person either during the term of this Agreement or at any time after the termination of this Agreement.
- 39.3 The Employer notes that in exceptional circumstances Employees may be permitted to disclose what would otherwise be confidential information, e.g. where the law permits this - Protected Disclosure Act, Health and Safety in Employment Act, Health and Disability Proceedings. The parties to this

Agreement agree that an Employee is best to seek advice from their Union, HR Consultant or other representative prior to making any such disclosure.

#### **40. OTHER EMPLOYMENT**

- 40.1 Employees shall not engage in other employment outside Waihi Hospital that may interfere with their ability to carry out their duties or impinge on the proper and safe performance of their duties. Employees are required to inform their Manager when they propose to engage in other employment that may interfere with their ability to carry out their duties or impinge on the proper and safe performance of their duties to ensure that unsafe practice does not occur.
- 40.2 For the purpose of ensuring a match between rosters and Employees' availability, a permanent Employee shall advise the Employer of any secondary employment prior to undertaking such employment.
- 40.3 Where the Employer has good cause to consider that the secondary employment outside of Waihi Hospital is contributing to potentially unsafe practice, the employment hours shall be managed by the Employer in conjunction with the Employee to ensure safe practice

#### **41. SOLICITATION OF RESIDENTS**

- 41.1 During employment, or within six months of termination of employment, Employees shall not actively solicit residents to move to another facility.

#### **42. INTELLECTUAL PROPERTY**

- 42.1 Any material, data or information obtained or created by the Employer or its Employees in the course of their employment for the use of the Employer is the sole and exclusive intellectual property of the Employer.
- 42.2 Such intellectual property includes, but is not limited to policy manuals, service manuals, quality improvement systems and other documentation.
- 42.3 The Employees shall not, except within the normal scope of their employment duties and with the express consent of the Employer:
- Remove from the offices of the Employer any such intellectual property in any format including electronic storage, magnetic film, computer files; or copy any such intellectual property in whatever

format it may be represented or depicted; or

- Act in any way which is inconsistent with or in conflict with the rights of the Employer, as owner of such intellectual property.

#### **43. MEDIA AND PUBLIC RELATIONS**

- 43.1 The Employees covered by this Agreement are not authorised to speak to the media on behalf of the Employer.
- 43.2 Aside from the Employee's obligation to diligently and appropriately represent the Employer in the course of his or her legitimate duties, the Employee must not represent or attempt to represent the Employer beyond this general capacity, unless expressly authorised by the Employer

#### **44. LICENCES AND QUALIFICATIONS**

- 44.1 It is each Employee's responsibility to obtain and maintain all licenses and qualifying certificates that entitle him or her to legally practice his or her profession with the Employer.
- 44.2 Should an Employee lose any such qualification or license to carry out any part of his or her designated duties, the Employer has the right to review the Employee's employment with the Employer.
- 44.3 The Employer will reimburse the cost of a practicing certificate as it comes due upon provision of the original invoice for registered nurses and enrolled nurses employed to work as such by the Employer and thus required to hold practicing certificates.
- 44.4 Casual employees are not entitled to reimbursement of a practicing certificate.

#### **45. ACCIDENT INSURANCE**

- 45.1 An Employee must notify the Employer as soon as practicable of lodging any claim with the Accident Compensation Corporation (ACC), unless this is not possible due to the Employee's injuries or the circumstances of the accident.
- 45.2 The Employee shall provide the Employer with copies of all relevant forms, documentary evidence and medical certificates relating to the employee's

ACC claim, rehabilitation and continued eligibility for compensation. This information to be provided is in addition to what may be required elsewhere in this agreement.

#### **46. SAVINGS CLAUSE**

46.1 Nothing in this Agreement shall operate so as to reduce the existing wages and conditions of any union member covered under this Agreement.

#### **47. RESOLUTION OF EMPLOYMENT PROBLEMS**

47.1 In order for the employment relationship to be as successful as possible, it is important that the Employer and Employees deal effectively with any problems that may arise.

47.2 This procedure sets out information on how problems can be raised and worked through.

##### **I. What is an employment relationship problem?**

- a. It can be anything that harms or may harm the employment relationship, other than problems relating to negotiating the terms and conditions of employment.
- b. A personal grievance (a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment or duress in relation to membership or non-membership of a union or employee organisation).
- c. A dispute (relating to the interpretation, application or operation of the employment agreement).
- d. Any other problem relating to or arising out of an Employee's employment relationship with the Employer except matters relating to the fixing of new terms and conditions of employment.

##### **II. Clarify the problem**

- a. If either the Employer or the Employee feels that there may be a problem in their employment relationship, the first step is to check the facts and make sure there really is a problem, and not simply a misunderstanding.
- b. An Employee may want to discuss a situation with someone else to clarify whether a problem exists, but in doing so the Employee should take care to respect the

privacy of other Employees and managers, and to protect confidential information belonging to the Employer. For example, the employee could see information from:

- Friends and family
- The Employment Relations infoline on 0800 800 863 or on its website at [www.mbie.govt.nz](http://www.mbie.govt.nz)
- Pamphlets/fact sheets from the Employment Relations Service
- The Employee's delegate/union, a lawyer, a community law centre or an employment relations consultant.

### III. **Discuss the problem**

- If either the Employer or Employee believes that there is a problem, it should be raised as soon as possible. This can be done in writing or orally provided the Employee feels comfortable doing so. An Employee should ordinarily raise the problem with their direct manager. Otherwise the problem can be raised with another appropriate manager. A meeting will usually then be arranged where the problem can be discussed. The Employee should feel free to bring a support person with them to the meeting if they wish.
- The Employer and Employee will then try to establish the facts of the problem and discuss possible solutions.

### IV. **The next step**

If the Employer and Employee are not able to resolve the problem by talking to each other, they each have a number of options.

- They can contact the Employment Relations Infoline, which can provide information and/or refer them to mediation.
- They can take part in mediation provided by the Employment Relations Service (or they can agree to get their own mediator -mediation will normally be confidential).
- If they reach agreement, a mediator provided by the Employment Relations Service can sign the agreed settlement, which will be binding on the Employer and Employee.
- They can both agree to have the mediator provided by the Employment Relations Service decide their problem for them, in which case that decision will be binding on them.
- If mediation does not resolve the problem, either

the Employer or the Employee can refer the problem to the Employment Relations Authority for investigation.

- The Authority can direct the Employer and Employee to mediation, or can investigate the problem and issue a determination.
- If either the Employer or the Employee is not happy with the Authority's determination, they can refer the problem to the Employment Court. (The Court may also tell them to go back and have more mediation.)
- In limited cases, there is a right to appeal a decision of the Employment Court to the Court of Appeal.

V. **Personal Grievances**

- If the problem is a personal grievance, then the Employee must raise it within 90 days of when the incidents that give rise to the grievance occur or come to the Employee's attention. A personal grievance can only be raised outside this time frame with the agreement of the Employer, or in exceptional circumstances.

47.3 **Grievance rights**

- I. The parties agree that no Employee shall be dismissed or disciplined without a reasonable opportunity to have their views considered. To that end, no person shall be dismissed without the knowledge of the Director.

48. **DECLARATION**



Signed by:

For The New Zealand Nurses Organisation (Inc)

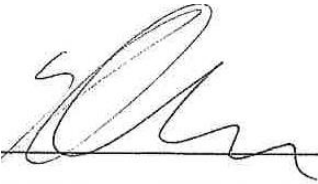
Date: 11.10.2022 \_\_\_\_\_



Signed by: \_\_\_\_\_

For E tū Inc.

Date: 17.10.2022\_\_\_\_\_

Signed by: \_\_\_\_\_

Waihi Lifecare (2018) Limited

Date: 11.10.2022