

**1 August 2024 – 31 July 2025**

**Wairarapa Limited Partnership**

**COLLECTIVE AGREEMENT**



<b>PART ONE – INTRODUCTION</b>	<b>4</b>
1 APPLICATION OF THE AGREEMENT	4
2 PARTIES TO THE AGREEMENT	4
3 TERM OF AGREEMENT	4
4 EMPLOYEES BOUND BY THIS AGREEMENT	4
5 NEW EMPLOYEES	4
6 COVERAGE CLAUSE	5
7 CLASSIFICATION OF EMPLOYEES	5
8 DEFINITIONS	6
9 VARIATION OF AGREEMENT	7
<b>PART TWO – HOURS OF WORK</b>	<b>8</b>
10 HOURS OF WORK	8
11 ROSTERS	8
12 SHIFT CANCELLATION	8
13 REST AND MEAL BREAKS	9
<b>PART THREE – REMUNERATION</b>	<b>10</b>
14 RATES OF PAY	10
15 CARE GIVERS / HEALTH CARE ASSISTANTS AND OTHER CARE AND SUPPORT WORKERS	11
16 ALLOWANCES WHICH MAY BE PAID IN ADDITION TO BASE PAY	13
17 OVERTIME AND WEEKEND RATES	13
<b>PART FOUR - LEAVE</b>	<b>15</b>
18 ANNUAL LEAVE	15
19 PUBLIC HOLIDAYS	15
20 TAKING OF ALTERNATIVE HOLIDAY	16
21 SICK LEAVE	16
22 BEREAVEMENT / TANGIHANGA LEAVE	17
23 FAMILY VIOLENCE LEAVE	17
24 PARENTAL LEAVE	18
25 LONG SERVICE LEAVE	18
<b>PART FIVE – GENERAL</b>	<b>19</b>
26 TERMS OF EMPLOYMENT	19
27 HEALTH AND SAFETY	19
28 EQUAL EMPLOYMENT OPPORTUNITY	20
29 BULLYING AND HARASSMENT	20
30 CONFIDENTIALITY OF MATTERS	20
31 JURY SERVICE	21
32 EMPLOYMENT RELATIONS PROBLEMS	21
33 DRESS	21
34 LEGAL LIABILITY	21
35 EDUCATION	21
36 PRACTISING CERTIFICATES	22
37 COMPANY PROPERTY	22
38 TERMINATION OF EMPLOYMENT	22
39 SUSPENSION	23
40 DISCIPLINARY ACTION	23
41 SURPLUS STAFFING	23

42	EMPLOYEE PROTECTION PROVISION – VULNERABLE EMPLOYEES (CAREGIVERS, DOMESTIC AIDS, HOME SUPPORT WORKERS, KITCHEN HANDS)-----	24
43	EMPLOYEE PROTECTION PROVISION – OTHER EMPLOYEES -----	25
44	CONTINUITY OF SERVICE-----	26
<b>PART SIX – UNION MATTERS -----</b>		<b>27</b>
45	ACCESS-----	27
46	STAFF LISTS -----	27
47	IDENTIFICATION OF UNION MEMBERS -----	27
48	PAID MEETINGS -----	27
49	RECOGNITION OF DELEGATES -----	28
50	EMPLOYMENT RELATIONS EDUCATION LEAVE-----	28
51	COPY OF AGREEMENT -----	28
52	DEDUCTIONS-----	28
53	UNION INFORMATION -----	29
54	SECONDMENT OF UNION DELEGATES/REPRESENTATIVES-----	29
55	LOBBY LEAVE FOR DELEGATES-----	29
<b>PART SEVEN – EXECUTION -----</b>		<b>30</b>
56	SIGNATORIES TO THIS AGREEMENT -----	30
<b>APPENDIX ONE – RESOLUTION OF EMPLOYMENT RELATIONS PROBLEMS -----</b>		<b>31</b>
<b>APPENDIX TWO – CAREER PROGRESSION -----</b>		<b>34</b>

## **PART ONE – INTRODUCTION**

---

### **1 APPLICATION OF THE AGREEMENT**

- 1.1 This is a Collective Agreement (“Agreement”) made pursuant to the Employment Relations Act 2000. The parties to this Agreement agree to the terms and conditions outlined in this document.

### **2 PARTIES TO THE AGREEMENT**

- 2.1 The parties to this Collective Agreement are:

- (a) **Wairarapa Limited Partnership** (or WLP)
- (b) **E tū Incorporated** (E tū), and the **New Zealand Nurses Organisation** (NZNO), referred to as the “Unions”.

### **3 TERM OF AGREEMENT**

- 3.1 This Collective Agreement shall come into force on **1 August 2024** and shall expire on **31 July 2025**.

### **4 EMPLOYEES BOUND BY THIS AGREEMENT**

- 4.1 Any employee of Wairarapa Limited Partnership whose work comes within the coverage clause of this Agreement and who becomes a member of E tū or NZNO shall be bound by and able to enforce the terms and conditions contained in this Agreement.
- 4.2 The Employer shall ensure that there will be no automatic “pass on” of these negotiated rates to non-union members.
- 4.3 Where an employee on an IEA joins this Agreement, through the relevant union, they shall retain any superior terms or conditions previously held.
- 4.4 The terms and conditions in this agreement have been negotiated exclusively for union members.

### **5 NEW EMPLOYEES**

- 5.1 In accordance with the Employment Relations Act (ERA), all new employees employed after the date of signing this agreement, whose work comes within the coverage clause of this agreement, shall be offered the opportunity to be employed under the terms and conditions of this agreement at the same time as they are offered any alternative individual agreement.
- 5.2 The Employer will give the employee a copy of this Agreement and will inform the relevant union as soon as possible if the employee has elected to be employed under this Agreement, subject to the consent of the employee.
- 5.3 Where an employee has elected to be employed under this Agreement, the Employer shall ensure that all new employees are given the name and contact details of the site delegate and the name and contact details of all new employees, where consent is given, are given to the site delegate. An opportunity will be provided for the new employee to meet with the

union for a reasonable period of time during the new employee's rostered working hours. New employees shall be informed that the Employer supports the Collective Agreement and respects the rights of staff to be members of the relevant union.

## 6 COVERAGE CLAUSE

This Agreement shall apply to all employees of Wairarapa Limited Partnership as listed in the table below:

<i><b>E tū</b></i>	<i><b>NZNO</b></i>
Caregiver / Healthcare Assistant	Registered Nurse
Domestic Aid	Enrolled Nurse
Diversional Therapist	Caregiver / Health Care Assistant
Social Coordinator	Domestic Aid
Cook	Diversional Therapist
Kitchen Hand	Receptionist
Receptionist	
Maintenance Worker / Handyperson	
Gardener / Grounds Person	

## 7 CLASSIFICATION OF EMPLOYEES

The following classifications indicate the qualification and expertise appropriate to each class of employee specified in the coverage clause.

<i><b>Classification</b></i>	<i><b>Description</b></i>
Cook	An employee engaged in the preparation and cooking of meals.
Kitchen Hand	An employee engaged to carry out any duties inside the kitchen but with limited cooking duties.
Domestic Aid	An employee who is employed solely on domestic duties including cleaning, laundry, sewing and other non-resident attendant duties.
Caregiver / Health Care Assistant	Caregiver / Health Care Assistant; means an assistant to the nursing team whose work primarily involves providing care and support services under the direction and supervision of a registered nurse and/or manager and who performs the duties set out in their job description
Enrolled Nurse	A person whose name is on the roll in New Zealand as an Enrolled Nurse, as defined in the Health Practitioners' Competency Assurance Act 2003 and who holds a current annual practising certificate and works under the supervision of a Registered Nurse.

<b><i>Classification</i></b>	<b><i>Description</i></b>
Registered Nurse	A person who is registered in the Roles of Nurses in New Zealand as a Registered Nurse, as defined in the Health Practitioners' Competency Assurance Act 2003 and who holds a current annual practicing certificate.
Maintenance Worker / Handy Person	An employee employed to undertake general maintenance in the Facility.
Gardener/ Grounds Person	An employee employed to do gardening or grounds work.
Social Coordinator	An employee employed to arrange social events and to undertake the transportation of residents as required.
Receptionist	An employee engaged to provide reception duties and front office duties.
Diversional Therapist	Diversional Therapist is a suitably qualified employee whose work primarily involves in assisting in the provision of social and recreational activity and other therapy for care residents and who performs the duties set out in their position prescription.

## 8

### DEFINITIONS

<b><i>Term</i></b>	<b><i>Meaning</i></b>
Permanent	employees employed on a permanent basis
Fixed Term Employee	Any employee employed specifically on the basis that their start and completion of employment dates are clearly stated and agreed to by both parties, and who otherwise (except as specifically provided) receive all of the wages, allowances and conditions of this Agreement.
Casual Employee	An employee engaged as and when required for a purely casual purpose. Each engagement shall be a separate period of employment and holiday pay shall accordingly be paid at the completion of each engagement.
Annual Practising Certificate	A certificate issued pursuant to the Health Practitioners' Competency Assurance Act 2004.
Night Shift	A duty between 11.00 pm and 7.00 am.
Week	<p>In the case of day employees, the seven days computed from midnight Sunday to midnight Sunday.</p> <p>In the case of night employees, the seven days computed from noon Monday to noon Monday.</p>

<b><i>Term</i></b>	<b><i>Meaning</i></b>
Day	Calendar day, or 24-hour period commencing with midnight, except in the case of Midnight employees.
Midnight employees	employees who shifts span midnight, their day is defined as a 24hour period commencing the midday prior to the midnight.
Pay Period	The pay period is fortnightly and will fall Monday to Sunday to coincide with the stated roster.
Base Rate	The hourly wage rate excluding all allowances.
Normal or Ordinary Pay	The base rate.
Facility	Wairarapa Village, including both the Rest Home/Hospital and independent living Retirement Village or any assisted living Homecare.

## **9 VARIATION OF AGREEMENT**

- 9.1 This Agreement represents a full record of the agreement entered into between the Unions and the Employer. Any changes or additions to this Agreement will need to be mutually agreed upon in writing by the parties to the Agreement.
- 9.2 Negotiations for variations shall be conducted in good faith by the parties.
- 9.3 Where a variation has been agreed on by the representatives of the parties negotiating the variation, it must be ratified by the directly affected employees covered by the Agreement.
- 9.4 The Employer and any employee may agree upon additional terms and conditions that are not inconsistent with the terms of this Agreement. The individual terms and conditions shall be contained in a letter received by the employee(s) either prior to or during the term of this Agreement.

## **PART TWO – HOURS OF WORK**

---

### **10 HOURS OF WORK**

- 10.1 The employees' hours of work shall be specified at the commencement of employment and confirmed on the letter of appointment.
- 10.2 The normal hours of work shall not exceed 40 per week to be worked on any day of the seven days of the week, 24 hours of the day in line with the employer's operations.
- 10.3 Unless agreed, the normal hours of work for a night shift employee shall not exceed 8.5 hours per shift, which shall include a paid meal break.
- 10.4 Rosters will be available for the employee a fortnight in advance of their commencement. Once posted, rosters will not be changed without consultation with the employee concerned. Where practicable rostered days off will be consecutive.
- 10.5 Where an employee wishes to swap shifts with another employee, they must seek their managers approval three days prior to the proposed swap. Such approval will not be unreasonably withheld.
- 10.6 The employee shall not be required to work in excess of the agreed hours per week as set out in their letter of offer without the agreement of the employee. Where the employee is offered and accepts additional hours of work these will form part of their normal hours of work. Wherever practicable, additional hours shall be offered to existing staff in the first instance.
- 10.7 Shifts will be separated by a period of at least nine consecutive hours except by agreement between the employee and their manager.
- 10.8 In exceptional circumstances, employees may be required to work broken shifts. This is where a shift is broken into two separate periods of time with an unpaid period in between. For the sake of this agreement broken shifts are treated as one shift and the total time of the two periods, excluding the period in between, will be used for payroll purposes.

### **11 ROSTERS**

- 11.1 "*Roster*" means the fortnightly roster of employee work and times allocated.
- 11.2 Rosters will be provided by Managers and displayed on staff notice boards 14 days in advance of the commencement of each Roster.
- 11.3 To cope with the changing circumstances and occupancy in the facility, where necessary, the manager may reduce or increase shifts provided potentially affected employees are first consulted with in good faith and 14 days' notice is provided before any changes are implemented. All other changes to an individual shift must be agreed between the employer and employee.
- 11.4 Regulatory and self-audits shall ensure safe staffing. At all times safe staffing levels shall be maintained.

### **12 SHIFT CANCELLATION**

- 12.1 If the employee has been offered and accepted additional work on a shift beyond their agreed hours, then the employer will give the employee reasonable notice of at least 24 hours before their shift starts if they are no longer required to work that shift.



- 12.2 If the employer does not give this notice, but notifies the employee before the shift starts, the employee will receive reasonable compensation of 4 hours pay for the cancelled shift.
- 12.3 If the employer cancels the shift without telling the employee before the start of the shift, or cuts the shift short, the employee will be paid as if they had worked the entire shift.

### **13 REST AND MEAL BREAKS**

- 13.1 The timing of the rest and meal breaks are to be mutually agreed between the parties where possible while allowing for work to proceed with minimum interruption. The employer shall provide tea, coffee, milk and sugar for breaks. Employees are entitled to breaks in accordance with the below table.

<i>Shift length</i>	<i>Breaks</i>
Up to 4 hours	1 x 10-minute paid rest break
Up to 6 hours	1 x 10-minute paid rest break 1 x 30-minute unpaid meal break
Up to 10 hours	2 x 10-minute paid rest break 1 x 30-minute unpaid meal break
Up to 12 hours	3 x 10-minute paid rest break 1 x 30-minute unpaid meal break
Up to 14 hours	3 x 10-minute paid rest break 2 x 30-minute unpaid meal break

- 13.2 Where an employee becomes entitled to a second meal break a meal will be provided on request.

## PART THREE – REMUNERATION

---

### 14 RATES OF PAY

14.1 The following are the minimum rate of wages and allowances payable under this Agreement:

#### Registered Nurse Pay Scale

Classification			From 1 Aug 24	From 1 Feb 25
Registered Nurse	Step	7	\$43.85	\$44.29
Registered Nurse	Step	6	\$42.58	\$43.00
Registered Nurse	Step	5	\$41.34	\$41.75
Registered Nurse	Step	4	\$37.21	\$37.58
Registered Nurse	Step	3	\$35.21	\$35.56
Registered Nurse	Step	2	\$33.15	\$33.48
Registered Nurse	Step	1	\$30.62	\$30.93

#### Enrolled Nurse Pay Scale

Classification			From 1 Aug 24	From 1 Feb 25
Enrolled Nurse	Step	4	\$32.79	\$33.12
Enrolled Nurse	Step	3	\$31.73	\$32.05
Enrolled Nurse	Step	2	\$29.43	\$29.73
Enrolled Nurse	Step	1	\$28.13	\$28.41

#### Diversional Therapist Pay Scale

Classification	From 1 Aug 24
Diversional Therapist L1	\$27.81
Diversional Therapist L2	\$29.10

#### Food Services Pay Scale

Classification	From 1 Aug 24
Cook	\$25.42
Kitchen Hand L1	\$23.84
Kitchen Hand L2	\$24.56

### **Cleaning Services Pay Scale**

<b>Classification</b>	<b>From 1 Aug 24</b>
Domestic Aid L1	\$23.84
Domestic Aid L2	\$24.56
Domestic Aid L3	\$24.87

### **Support Roles Pay Scales**

<b>Classification</b>	<b>From 1 Aug 24</b>
Gardener L1	\$24.72
Gardener L2	\$25.96
Maintenance L1	\$24.72
Maintenance L2	\$25.96
Receptionist	\$24.56

- 14.2 On appointment, the employer shall place employees on any step of the relevant scale taking into account the following factors:
- (a) previous aged care experience or other relevant work and life experience, the employer may credit;
  - (b) degree of difficulty in recruiting for specific skills and/or experience required for the position.
- 14.3 Movement through the salary levels shall be by automatic annual increment, subject to satisfactory performance and meeting competency requirements where specified in Appendix Two, which will be assumed to be the case unless the employee is otherwise advised.

## **15 CARE GIVERS / HEALTH CARE ASSISTANTS AND OTHER CARE AND SUPPORT WORKERS**

- 15.1 The following rates will apply for eligible employees:

<b>Classification</b>	<b>From 1 Aug 24</b>
L4 or 12+ years <sup>1*</sup>	\$29.40
L3 or 8+ years <sup>1*</sup>	\$27.22
L2 or 3+ years <sup>1*</sup>	\$25.03
L0 or <3 years <sup>1*</sup>	\$23.61

- (a) NOTE: Future Rate Changes
- (i) The Employer is committed to passing-on any funding increases received, as soon as reasonably practical, where that funding is directed to be passed-on to Care Giver pay rates if this occurs during the term of this agreement. This would also include a commitment to supporting the implementation of any pay-equity settlement under the Equal Pay Act and the funding provided for that purpose.

- (b) Note:
  - (i) Qualifications are those recognised by NZQA or equivalent and
  - (ii) The qualifications must be a level 2, 3 or 4 New Zealand Certificate in Health and Wellbeing from an NZQA accredited provider.
  - (iii) Employees have a responsibility to notify the Employer when they have gained a qualification.
  - (iv) The new pay rates will apply from the later of the date the employee notifies the employer, or the date on the qualification certificate, that is, when the qualification was achieved.

## 15.2 Training for Caregivers and other Care and Support Workers:

- (a) Wairarapa Village will ensure that care and support workers are able to attain:
  - (i) The New Zealand Certificate in Health and Wellbeing level 2 (or equivalent) within the first 7 months of employment; and
  - (ii) The New Zealand Certificate in Health and Wellbeing level 3 (or equivalent) within the first 19 months of employment; and
  - (iii) The New Zealand Certificate in Health and Wellbeing level 4 (or equivalent) within the first 31 months of employment.
- (b) Support to attain these qualifications shall include paying the fees of training courses, providing 2 days of paid study leave per year and providing access to supervisors and assessors.
- (c) Wairarapa Village will keep good up to date records of the employee's qualifications and achievements whilst in their employ.
- (d) Training Selection Criteria
  - (i) In the event, due to budget and operational requirements, the employer is unable to provide all eligible employees access to training at the same time. The employer will apply the following criteria to establish which employees will have selection priority.
    - (a) The employer will determine how many employees per year will receive training based on available budget; and
    - (b) Priority placings will be given to employees who have previously requested training; and
    - (c) The employee has completed or attended training provided; and
    - (d) The training requested is a requirement for the employee's role.
    - (e) If an employee requests training, the employer will provide an indicative timeframe for the employee to commence training.
- (e) Training Completion Payments
  - (i) Employees will be entitled to be paid an amount equal to one (1) hours pay, at ordinary hourly rate, on the completion of each required training module. This is to reflect the time that is needed outside the ordinary hours of work to complete some required training.

**16 ALLOWANCES WHICH MAY BE PAID IN ADDITION TO BASE PAY**

16.1 The circumstances under which allowances are payable are set out below.

<b><i>Allowance</i></b>	<b><i>Rate</i></b>	<b><i>When Payable</i></b>
Weekend	\$3.03 per hour worked	For employees who work between midnight Friday/Saturday and Midnight Sunday/Monday.
Night Shift	\$12.42 per night	For all night shift employees.
On Call	\$20.20 per 24 hour period	For employees required to remain on call. Overtime rates will apply if employees are called back to work by the Employer while on call.
Call-back Allowance	\$15.45	Per call back
Shift Charge	\$0.81 per hour	<p>For a Caregiver Level 1 or 2 required to accept extra responsibility when there is no Registered Nurse on duty at the site, even when a Registered Nurse or Facility Clinical Manager/Clinical Coordinator is on call.</p> <p>The allowance shall not be paid for the period between the end of the night shift and the Facility Clinical Manager/Clinical Coordinator coming on duty.</p> <p>The allowance is also payable when an employee takes an "acting up" role e.g., Kitchen Hand taking on responsibilities of a Cook. This allowance also applies to a Kitchen Hand who, in the absence of the Cook, is required to accept the responsibilities of a cook.</p>
Facility Supervisor	\$1.11 per hour	For a Registered Nurse other than a Senior Registered Nurse who replaces the Facility Clinical Manager/Clinical Coordinator between Monday and Friday inclusive. (not accumulative with Shift Charge Allowance).
Med Comp Allowance	\$2.00/hr	Employees appointed to provide Med Comp support services will be entitled to receive this allowance in addition to their ordinary rate for the time this support is required.

**17 OVERTIME AND WEEKEND RATES**

17.1 All time worked in excess of ten hours in any one day or 40 hours between Monday and Sunday in any one week shall count as overtime and be paid for at the rate of time-and-a-half for all hours worked.

- 17.2 Employees required to work between the hours of midnight Friday and midnight Sunday shall be paid the weekend allowance.

## PART FOUR - LEAVE

---

The leave provisions provided for in this agreement are exclusively for permanent employees and fixed term employees who are engaged for six months or longer. All other employees will have their leave provided for in accordance with Holidays Act 2003.

### 18 ANNUAL LEAVE

- 18.1 In accordance with the Holidays Amendment Act 2004 all employees shall be entitled to **four weeks'** annual holidays.
- 18.2 The third and fourth week's holiday may be taken in conjunction with or separately from the first two weeks as may be mutually arranged between the Employer and the employee.
- 18.3 Employees entitled to holidays shall receive payment for them prior to commencing the holiday, provided written notice has been given by the employee to the Employer of this requirement.
- 18.4 Annual leave shall be taken within 12 months of it falling due. Where any leave remains untaken 12 months from date of entitlement, the Employer reserves the right to direct the employee to take the leave. Notwithstanding the above, annual leave entitlements may be accrued beyond the 12 months by agreement.
- 18.5 Any unpaid leave requested by employees will be granted at the sole discretion of the Manager.
- 18.6 The Employer will make reasonable efforts to respond to all leave requests within 7 calendar days of the receipt of the leave application.

### 19 PUBLIC HOLIDAYS

- 19.1 Because of the nature of our business, the Employee may be required to work on public holidays at various times.
- 19.2 Twelve (12) public holidays shall be allowed, provided they fall on a day that would otherwise have been a working day for the Employee. Recognised public holidays are:

Christmas Day	Boxing Day	New Year's Day
2nd January	Waitangi Day	Good Friday
Easter Monday	ANZAC Day	Mātāriki
Labour Day	Anniversary of the province	Recognised birthday of the reigning sovereign

- 19.3 Where the Employee is required to work on a public holiday that would otherwise be a working day for the Employee, they shall be paid at least the portion of their relevant daily pay (less any penal rates) for the time actually worked on the day plus half that amount again. They shall also receive an alternative holiday; refer to Taking of Alternative Holidays (clause 20) of this agreement.
- 19.4 Where the Employee is not required to work on a public holiday and the day would otherwise be a working day for the Employee, they shall be paid their relevant daily pay for that day.
- 19.5 If Waitangi Day and/or ANZAC Day falls on a Saturday or a Sunday, and the day would otherwise be a working day for the Employee, the public holiday will be treated as falling on

that day. However, if the day falls on a Saturday or a Sunday, and the day would not otherwise be a working day for the Employee, the public holiday will be treated as falling on the following Monday.

- 19.6 The Employee should note that where they are required or has agreed to work on a public holiday but does not work on the day because they:
- (a) become or remain sick or injured; or
  - (b) has a spouse or dependent who becomes or remains sick or injured; or
  - (c) suffer a bereavement,
- 19.7 they will not be entitled to time and a half payment, nor an alternative holiday. The day will still be considered a public holiday, and the Employee's entitlement to sick leave will not be affected.

## **20 TAKING OF ALTERNATIVE HOLIDAY**

- 20.1 Where an Employee works on a public holiday, an alternative holiday may be taken on a day that would otherwise be a working day for the Employee, but not on a public holiday. The day chosen must be by mutual agreement between the parties. If the Employee and the Employer cannot agree when the alternative holiday is to be taken, it must be taken on a date determined, on a reasonable basis, by the Employer. The Employer will give at least 14 days' notice of the requirement to take the alternative holiday.

## **21 SICK LEAVE**

- 21.1 After completing 6 months' current continuous employment, the Employee is entitled to **10 days' sick leave** and shall be entitled to five days sick leave for each six months thereafter.
- 21.2 During an employee's initial six months employment sick leave in advance will be considered on a case by case basis.
- 21.3 An employee may take sick leave if:
- (a) the Employee is sick or injured; or
  - (b) the Employee's spouse (or partner) is sick or injured; or
  - (c) a person who depends on the Employee for care is sick or injured.
- 21.4 The Employee may carry over up to 35 days' unused sick leave to a maximum of 40 days' current entitlement in any one year. Any unused sick leave is not payable on termination of employment.
- 21.5 The Employee understands and accepts that these provisions are intended for genuine reasons of absence due to sickness or injury and undertakes not to misuse, or attempt to misuse, sick leave.
- 21.6 The employee ensuring that, wherever possible and with the exception of emergencies, all absences are notified to the Employer at least four hours prior to the commencement of the shift.
- 21.7 At the discretion of the Company, subject to satisfactory medical evidence, the Manager may approve additional special paid sick leave where an employee has exhausted their sick leave entitlement.

NOTE: the Manager is not required to provide a reason for their decision.



## **22 BEREAVEMENT / TANGIHANGA LEAVE**

- 22.1 The intent of this provision is to provide every reasonable opportunity for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent).
- 22.2 The Employer may approve up to **five (5) days** bereavement leave on pay. In granting the leave, the Employer must take into account the following points:
- (a) The closeness of the association between the employee and the deceased, which need not be a blood relationship and also includes any instance of miscarriage/stillbirth for the employee or their partner.
  - (b) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death, for example Hura Kohatu (unveiling).
  - (c) The amount of time needed to discharge properly any responsibilities or obligations.
  - (d) Reasonable travelling time should be allowed, but for cases involving overseas travel, that might not be the full period of travel.
  - (e) A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any arrangements needed. In most cases approval shall be given immediately but may be given retrospectively where necessary.
  - (f) If paid bereavement leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.
  - (g) The Employer may require that satisfactory proof be produced when paid leave is requested.

## **23 FAMILY VIOLENCE LEAVE**

- 23.1 In the event that an employee is affected by family violence, the employee or a representative of the employee may make a written request to temporarily change their working arrangements for a period of up to two months, for the purposes of dealing with the effects of family violence.
- 23.2 The employer agrees that any written request for changes to the employees working arrangements will be considered as soon as possible and the employee will be notified of the outcome within 10 days from the date of the request being made.
- 23.3 The employer may request proof of family violence, provided such a request is made as soon as possible and within 3 days of receiving the written request from the employee. The employee must provide the requested proof within 10 days of their initial written request for flexible working arrangements.
- 23.4 After 6 months current continuous employment an employee is entitled to up to 10 days family violence leave per annum. An employee is entitled to family violence leave in the event that an employee is affected by family violence and requires leave to deal with the effects of family violence. The employee shall be paid at their relevant daily rate of pay for family violence leave, or if it is not practical to use relevant daily pay, then average daily pay will apply.

- 23.5 The employer may request proof of family violence prior to paying family violence leave.
- 23.6 This clause will be administered in accordance with the holidays act 2003 and the employment relations act 2000.

## **24 PARENTAL LEAVE**

- 24.1 The parties acknowledge the following provisions are to protect the rights of employees during pregnancy and on their return to employment following parental leave as job protection.
- 24.2 Parental Leave shall be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 and its amendments dated 01 December 2004 ("the Act").
- 24.3 The Act provides that on written application an Employee (male or female) shall be entitled to parental leave (26 weeks for the primary carer, 2 weeks unpaid partners leave and extended leave, all of which may not exceed 52 weeks in total), provided that:
- (a) The Employee has worked for the Employer for 6 months before the expected date of delivery or adoption; and
  - (b) The Employee has worked an average of 10 hours per week during that period; and
  - (c) An Employee who wants to apply for the extended parental leave must give three months' notice to the Employer.
  - (d) This clause is added for clarity only and shall not detract from the rights and obligations of employees or the Employer under the Act.

## **25 LONG SERVICE LEAVE**

- 25.1 An employee shall be entitled to long service incentive payments as follows:
- (a) A one-off payment equivalent to one week's pay after the completion of five (5) years of continuous service with the Employer;
  - (b) A one-off payment equivalent to two weeks' pay after the completion of ten (10) years of continuous service with the Employer;
  - (c) A one-off payment equivalent to two weeks' pay after the completion of fifteen (15) years of continuous service with the Employer;
  - (d) A one-off payment equivalent to three weeks' pay after the completion of twenty (20) years continuous service with the Employer;
  - (e) A one-off payment equivalent to three weeks' pay after the completion of twenty-five (25) years continuous service with the Employer;
  - (f) A one-off payment equivalent to four weeks' pay after the completion of thirty (30) years continuous service with the Employer;
  - (g) A one-off payment equivalent to five weeks' pay after the completion of thirty-five (35) years continuous service with the Employer.
- 25.2 Payments for all such long service incentives should be calculated at the average weekly earnings of the preceding 52 weeks.

## **PART FIVE – GENERAL**

---

### **26 TERMS OF EMPLOYMENT**

- 26.1 No employee, covered by this agreement, shall be engaged at less than the wages (or the hourly rates for part time and casual employees) provided for in the particular classes of employees in this Agreement.
- 26.2 The Employer has a Code of Conduct. It is the responsibility of employees to be familiar with and understand this Code of Conduct, and to understand the consequences if these rules are breached.
- 26.3 Wages shall be paid in full fortnightly by direct credit to a bank account of the employee's choice.
- 26.4 Each employee shall be provided with electronic access to their pay slip showing their name, address, work description and how the pay has been calculated.
- 26.5 The Employer may make rateable deductions from employees' pay for sickness or accident (when the employees have no special leave), absence or default.
- 26.6 Any vacant positions will be advertised internally as well as externally.

### **27 HEALTH AND SAFETY**

- 27.1 The parties' attention is drawn to the Health and Safety at Work Act 2015, regulations and any amendments. The principal objective of this Act is to provide for a balanced approach to secure the health and safety of workers (employees) and workplaces.
- 27.2 The Act requires that all parties participate in workplace health and safety programmes as a step towards ensuring the workplace is a safe and healthy environment.
- 27.3 The Employer will take reasonably practicable steps to systematically identify and manage potential and specific hazards/risks by eliminating or minimising them, before or as they arise.
- 27.4 The employer shall:
  - (a) Take all practicable steps to provide employees with a healthy and safe working environment;
  - (b) Provide employees with appropriate training, safety equipment and protective clothing;
  - (c) Comply with relevant codes of practice;
  - (d) The Employer will take reasonably practicable steps to systematically identify and manage potential and specific hazards/risks by eliminating or minimising them, before or as they arise.
- 27.5 The Employee agrees to take reasonable care precautions for the safety and health of himself/herself and others in the workplace:
  - (a) The Employee will take reasonable care to ensure his/her own safety while at work;
  - (b) The Employee will take reasonable care that no action or inaction by him/her causes harm to any other person in the workplace;

- (c) The Employee will comply, as far as the Employee is reasonably able, with any reasonable instruction that is given by the Employer to comply with the Health and Safety at Work Act 2015;
  - (d) The Employee will co-operate with any reasonable policy or procedure of the Employer relating to health and safety at the workplace, that has been notified to the worker;
  - (e) Where an Employee becomes aware of damage or faults to equipment or the existence of other hazards/risks that may endanger the health and safety of others, they will immediately report such damage, fault or hazard to management;
  - (f) The Employee agrees that they know and understands the Employer's health and safety rules and procedures. Where an Employee fails to comply with health and safety rules and procedures, disciplinary action may result;
  - (g) The Employee agrees to observe all safety precautions and procedures including, where required, the wearing of protective clothing and equipment;
  - (h) The Employee acknowledges that they have read and understands the Employer's Occupational Health and Safety policy.
- 27.6 Employees must wear all personal protective clothing issued for their positions.
- 27.7 Employees must report all accidents and near misses to the Employer immediately after the accident or near miss has occurred and record it on an Accident Form.
- 27.8 Should any employee ever suffer from nausea, vomiting, or diarrhoea, or suspect or be aware of contracting salmonella, listeria, or other micro-organism virus, the employee must report immediately to their supervisor.
- 27.9 The Facility shall have an elected Health and Safety Committee.

## **28 EQUAL EMPLOYMENT OPPORTUNITY**

- 28.1 The Employer is committed to policies which ensure the absence of discrimination in employment on the grounds of race, colour, sex, marital status, religious belief, disability, sexual orientation, union and political affiliation and to the promotion of equal employment opportunity for all employees.
- 28.2 The Employer will comply with all legislative requirements covering equal employment opportunities.

## **29 BULLYING AND HARASSMENT**

- 29.1 The Employee and the Employer acknowledge that bullying or harassment in the workplace is totally unacceptable. The Employee will comply with the Employer's Bullying and Harassment Policy and all other relevant policies or instructions.
- 29.2 Where the complaint falls within the definition of sexual harassment, the Employee must choose between a complaint under the Human Rights Act 1993 and a personal grievance under the Employment Relations Act 2000.

## **30 CONFIDENTIALITY OF MATTERS**

- 30.1 Employees agree not to bring the Employer into disrepute by either conduct or words.

- 30.2 All transactions, records and information pertaining to the business of the Employer and its customers, residents and staff, shall be held in strict confidence by all employees, both during the period of their employment and after termination.
- 30.3 Employees agree not to enter into agreements or obligations which may bind the Employer without the prior written consent of the Employer.

### **31 JURY SERVICE**

- 31.1 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.
- 31.2 If, however, leave of the court is not granted, or the employee wishes to serve, the employee shall be granted jury service leave in accordance with the following conditions:
- (a) The difference between the fees (excluding reimbursing payments) if any, paid by the Court and the employee's ordinary rate of pay shall be made up by the Employer provided that:
    - (i) The employee produces the court expenses voucher to the Employer.
    - (ii) The employee returns to work immediately on any day they are not actually serving on a jury.
  - (b) These payments shall be made up to a maximum of five days in respect of each separate period of jury service.

### **32 EMPLOYMENT RELATIONS PROBLEMS**

Employment relationship problems shall be dealt with in accordance with the procedure in Appendix One – Resolution Of Employment Relations Problems of this Agreement.

### **33 DRESS**

Employees must comply with the dress code.

### **34 LEGAL LIABILITY**

The Employer undertakes to indemnify all employees under the Employer's current Professional Indemnity insurance.

### **35 EDUCATION**

- 35.1 Employees will be given reasonable opportunities to undertake courses of study or training relevant to their employment.
- 35.2 Where an employee attends an agreed training, course paid by the employer outside of her/his normal working hours, the employee shall be paid at the ordinary rate (T1) of pay for the hours of attendance.

### **36 PRACTISING CERTIFICATES**

- 36.1 The Employer shall reimburse employees for the cost of renewing their New Zealand Nursing Council practising certificates where the certificates are applicable to the job being performed upon receipt of an Expense Claim.
- 36.2 The Employer shall provide reasonable paid leave for Registered Nurses and Enrolled Nurses to undertake the professional development hours that are required to maintain the employee's practising certificate, in accordance with the guidelines of the NZ Nursing Council.

### **37 COMPANY PROPERTY**

- 37.1 Uniforms, and where necessary, aprons, personal protective equipment, shall be supplied to all staff. Safety shoes and safety equipment will be provided to staff that require it.
- 37.2 Staff shall be provided with a secure cupboard area for the safe keeping of their belongings while on duty.
- 37.3 The Employer shall provide all tools required by maintenance and gardening staff, or, if such equipment is not supplied, an allowance of **\$5.00 per week** shall be paid for the use of approved personal provision of these necessary items.
- 37.4 Where uniforms or other equipment are supplied by the Employer, these items continue to be the property of the Employer and are required to be returned on or before the Employee's last day and before the Employee's final pay gets processed.
- 37.5 The Employer may make a deduction from the wages or final pay of an employee who fails to return or account for uniforms or other Employer property with which the employee has been issued. The rate of deduction shall be the cost of the item not accounted for after due allowance has been made for reasonable fair wear and tear.

### **38 TERMINATION OF EMPLOYMENT**

- 38.1 Except in the case of casual employees and registered nurses, employment may be terminated by the Employer or the employee giving **two (2) working weeks' notice**, unless a lesser time is agreed to by both parties in writing.
- 38.2 Registered Nurses' employment may be terminated by the Employer or the employee giving **four (4) working weeks' notice** unless a lesser time is agreed to by both parties in writing.
- 38.3 No formal notice of termination of employment shall be required from or be given to casual employees except where the Employer or the casual employee wishes to terminate the employment during a work period. In such cases one day's notice of termination shall be given.
- 38.4 The Employer may, at its discretion pay the employee in lieu of notice for all or part of the notice period.
- 38.5 If an employee does not give the required notice, the Employer reserves the right to deduct an amount equivalent to a day's wages for each unworked day of the notice period from payments due to the employee.
- 38.6 The Employer reserves the right to dismiss an employee instantly for serious misconduct, as described in the Code of Conduct.

- 38.7 Where an employee is dismissed due to serious misconduct, payment of wages up to the day of dismissal only will be made.
- 38.8 Where employees absent themselves from work for a continuous period exceeding three working days without notifying the Employer or without good reason, they shall be deemed to have abandoned their employment and resigned without notice.
- 38.9 Employees shall be paid all wages and other payments due on the payday following termination of their employment.

### **39 SUSPENSION**

The Employer reserves the right to suspend the Employee on full pay while investigating serious misconduct, wilful negligence in the performance of duties, or any other serious misconduct or repeated breach of this Agreement and/or Code of Conduct. Due consideration shall be given before any suspension decision is finalized. Pay while on suspension will be for rostered hours work only. Where an employee is unable to participate in an investigation/disciplinary process as a result of a Police investigation, the employer may cease paying the suspended employee until such time as they are able to participate.

### **40 DISCIPLINARY ACTION**

Disciplinary action shall be carried out in accordance with the employer's policy.

### **41 SURPLUS STAFFING**

- 41.1 The Employer recognises the serious consequences that the loss of permanent employment can have on employees and proposes to minimize this by retraining where possible. The parties agree that it is preferable that employees be encouraged to remain in alternative employment, rather than be paid redundancy pay. Every endeavour shall be made to enable mutually agreed alternative employment.
- 41.2 However, in the event that the employee's position becomes surplus to the needs of the Employer, the employee shall be given six weeks' notice of termination of employment or at the discretion of the Employer, be paid in lieu thereof. The notice period specified in this clause shall be inclusive of the notice period specified in the Termination clause (38) above.
- 41.3 Redundancy compensation shall be calculated on the basis of four weeks' pay for the first year of current continuous service, and two weeks' pay for each subsequent year of service. Both such amounts are to be pro-rated on the basis of the number of days worked by the Employee as a percentage of the number of days in the year commencing on the Employee's start date. Notwithstanding the provisions of clause 32.4, redundancy compensation is capped at a maximum of 12 months' earnings for employees covered by this agreement as at 6 November 2017 and a maximum of 12 weeks' earnings for all other employees.
- 41.4 For the purposes of this clause, a week's pay shall be calculated as the average number of hours worked in the four weeks prior to the notice of redundancy being given.
- 41.5 The payment of redundancy compensation shall be contingent upon the employee remaining at work and performing their assigned duties normally until the expiry of the notice period if so, required by the Employer.
- 41.6 If the employee finds an alternative position during the notice period, the employee may with the prior consent of the Employer, terminate their employment prior to the expiry of

the notice period without forfeiting their right to redundancy compensation, but the employee would not be paid for the unworked period of notice.

- 41.7 Except where a transfer has been arranged, the employee will be given reasonable time to attend interviews for alternative employment without loss of pay, provided that they obtain the prior consent of the Employer and that proof of having attended an interview can be furnished to the Employer if required.
- 41.8 No redundancy compensation shall be payable in any situation where suitable redeployment is offered, or the termination of the employee's employment arises as a result of the merger, amalgamation, or reconstruction of the whole or part of the Employer's business if the person acquiring the business or part being merged, amalgamated, or reconstructed has offered the employee employment in the business or part of it and the conditions of employment offered to the employee by the person acquiring the business or part of it are generally no less favourable than those provided for by this Agreement.
- 41.9 The Employer shall supply a certificate of service at the request of the redundant employee.
- 41.10 The Employee's entitlements and the process that will apply in the event of a restructuring are set out in the Employee Protection Provision in clauses 42 or 43 below.

**42 EMPLOYEE PROTECTION PROVISION – VULNERABLE EMPLOYEES (CAREGIVERS, DOMESTIC AIDS, HOME SUPPORT WORKERS, KITCHEN HANDS)**

- 42.1 This clause applies to employees who are defined in Schedule 1A of the Employment Relations Act 2000.
- 42.2 For the purposes of this clause a "Restructuring" is where the Employer has entered into a contract or arrangement under which its business (or part of it) is to be undertaken by another person or business, or where the Employer terminates such a contract or arrangement and the work is to be carried out by another person, or where the Employer's business (or part of it) is to be sold or transferred to another person or business (other than in the circumstances excluded by section 69B of the Employment Relations Amendment Act).
- 42.3 The phrase "New Employer" means the person who the contract or business will be transferred to.
- 42.4 Before a Restructuring takes place, all affected employees will be able to decide, within a reasonable timeframe specified by the Employer, whether or not they wish to transfer to the New Employer.
- 42.5 If an employee wishes to transfer to the New Employer, that employee will become an employee of the New Employer from a date to be agreed between themselves and the Employer, or from when the Restructuring takes effect. From that date, their terms and conditions of employment as contained in this Agreement will continue to apply, their previous service to the Employer will be recognised, and they will not be redundant.
- 42.6 If an employee does not wish to transfer to the New Employer, they may freely choose not to do so, they will not be entitled to redundancy notice or compensation and the Employer will have no obligation to find them an alternative role.
- 42.7 Where contracting out is being considered, the Employer shall consult the Unions about proposals on contracting out, including discussing and agreeing on options available to affected employees.



- 42.8 Where contracting out or Restructuring is being considered, the Employer shall make best endeavours to ensure that all employees covered by this agreement are offered employment on no less than their existing terms and conditions and with continuous service by the incoming service provider or New Employer.

### **43 EMPLOYEE PROTECTION PROVISION – OTHER EMPLOYEES**

- 43.1 For the purpose of this clause, a "Restructuring" is where the Employer has entered into a contract or arrangement under which its business (or part of it) is to be undertaken by another person or business, or where the Employer's business is to be sold, or transferred to another person or business (other than in the circumstances excluded by section 69L(1)(b) of the Employment Relations Act 2000 and Amendment Act (No.2)). This clause is to protect employees from being disadvantaged where a sale, transfer or contracting out is being considered.
- 43.2 In the event of such a Restructuring affecting an employee's position, the Employer shall, as soon as is reasonably practicable, taking into account the commercial and confidentiality requirements of the business, commence negotiations with the other party involved in the Restructuring (the "Other Party") concerning the impact of the restructuring on that employee.
- 43.3 In those negotiations, the Employer will, subject to any statutory, commercial confidence or privacy issues, provide the Other Party with all information about the employees who will be affected by the Restructuring, including all details of their terms and conditions of employment.
- 43.4 The Employer shall endeavour to ensure that all employees covered by this Agreement are offered employment on no less favourable terms than their existing terms and conditions by the Other Party.
- 43.5 However, whether the Other Party offers employees ongoing employment and on what terms and conditions, will ultimately be the decision of that Other Party.
- 43.6 Where an employee's employment is being terminated by the Employer by reason of the contracting out, sale or transfer of the whole or part of the Employer's business, and the Other Party does offer you employment (and including where that offer is rejected), nothing in this Agreement shall require the Employer to pay compensation for redundancy if:
- (a) The Other Party treats service with the Employer as if it were continuous; and
  - (b) The conditions of employment offered by the Other Party are generally no less favourable than the conditions of employment as detailed in this Agreement, including all service related, hours of work and staff surplus conditions; or
  - (c) The offer of employment by the Other Party is an offer of employment in the same capacity and for the same hours of work as exists under that in which they were employed by the Employer or in any capacity the employee is willing to accept provided that they are not disadvantaged in hours of work and wages.
- 43.7 An employee will be given notice of termination and redundancy compensation as set out in clause 41 in this Agreement where:
- (a) they are not offered employment; or
  - (b) the Other Party does not treat service with the Employer as if it were continuous; or
  - (c) they are offered employment on terms and conditions which are generally less favourable and reject that offer; or

- (d) they are offered employment for different hours of work than that in which they were employed by the Employer and that offer will disadvantage them in the hours worked and in wages.

#### **44 CONTINUITY OF SERVICE**

Where a facility is transferred or sold to another company or Employer without interrupting the continuity of work, continuous service under this Agreement with the previous Employer shall, for the purposes of this Agreement be deemed to have been continuous service with the new company or Employer.

## **PART SIX – UNION MATTERS**

---

### **45 ACCESS**

- 45.1 Authorised representatives of E tū / NZNO, parties to this Agreement, shall be entitled to enter the workplace at reasonable times for planned meetings to meet and talk with members and employees who may be entitled to become members.
- (a) Where the union representative's visit will require staff to come off the floor, this shall be agreed with the village manager in advance by email.
  - (b) Where a union representative enters the workplace, they will:
    - (i) Advise the Manager that they are entering the workplace and will follow visitor sign-in procedure, and
    - (ii) Where the Manager is not present, the union representative will leave a note advising the Manager of the visit, and
    - (iii) Comply with all Notices in the workplace including Notices about restricted entry due to, for example, norovirus, infection control, and
    - (iv) Comply with all Health and Safety and security requirements, and
    - (v) Respect residents' bedrooms as private and personal spaces.

### **46 STAFF LISTS**

- 46.1 The Employer shall, if required in writing by the relevant union representative, supply a list of names and postal addresses of all staff bound by this Agreement unless specifically requested not to do so by an employee.
- 46.2 The request for a list shall not be made more than once every six months.

### **47 IDENTIFICATION OF UNION MEMBERS**

Employees shall not be entitled to receive benefits conferred as a result of membership of the relevant Union if the Employer is unaware that they are union members. The Employer will be aware of union membership if it has been authorised to deduct union fees from the wages of an employee in the employee's current period of employment, in advance of the commencement of any notice period required to be given to the Employer for such things as attendance at stop work meetings or entitlement to employment relations education leave.

### **48 PAID MEETINGS**

- 48.1 The Union may hold paid stop work meetings of its members for up to a total of four hours per calendar year, provided that:
- (a) The Union official shall give at least 14 days written notice of intention to hold each such meeting; and
  - (b) Satisfactory arrangements are made for the maintenance of essential services by the union delegate. The Union delegate will work with the Employer to achieve this; and
  - (c) Meetings shall be arranged at a place and time mutually agreed upon between the union official and the Employer; and

- (d) The Employer shall be supplied with an attendance slip signed by the union official as evidence of attendance at the meeting; and
  - (e) Employees return to work as soon as practicable after the conclusion of such meetings; and
  - (f) This entitlement is not in addition to that provided for in the Employment Relations Act 2000.
- 48.2 The Employer shall be entitled to make a rateable deduction from the weekly wages of employees who do not comply with the above or who are absent at meetings in excess of the total time of four hours per calendar year agreed to with the relevant Union.

## **49 RECOGNITION OF DELEGATES**

- 49.1 Union delegates will be recognised by the Employer following written confirmation of their election from the union office. The Employer recognises that union delegates are the authorised representatives of union members and their role as delegate includes member recruitment, education, attendance at meetings, representation of members, negotiations and consultative forums.
- 49.2 The names of all new employees shall be notified to the delegate following employment unless the new employee specifically requests that this does not occur.
- 49.3 Subject to prior notification, delegates shall be allowed reasonable paid time to conduct onsite union business.
- 49.4 Subject to prior agreement with the Employer and on the application of the authorised representative of the union and on receipt of fourteen days' notice from the employee, delegates shall be released without loss of pay for offsite union business or to attend union training. Agreement shall not be unreasonably withheld. This entitlement is not in addition to that in clause 50.

## **50 EMPLOYMENT RELATIONS EDUCATION LEAVE**

- 50.1 The Employer will release employees bound by this Collective Agreement on paid education leave in accordance with the provisions of the Employment Relations Act 2000.
- 50.2 The annual allocation of paid education leave for employees bound by this Collective Agreement will be calculated pursuant to Section 74 of the Employment Relations Act 2000.

## **51 COPY OF AGREEMENT**

The Employer shall ensure a copy of this Collective Agreement is readily available to all Union members including all new employees whose work is covered by the coverage clause.

## **52 DEDUCTIONS**

- 52.1 The Employer shall deduct Union fees from the wages (including from wages payable for periods of paid leave) of members of E tū and NZNO.
- 52.2 The Employer shall remit all deducted fees to the Unions fortnightly and ensure the Unions are emailed notification after. Such remittance is to be made as a single bulk direct credit to the Unions' bank account with an identifying reference.

- 52.3 The Employer shall forward to the Union via email where possible, or by post, a schedule detailing the name and address of the employees, the value of the deduction; the employee's payroll number, the termination date of any employee who has left, and details of the period covered by the remittance.

### **53 UNION INFORMATION**

The Employer agrees to provide new employees with information supplied by E Tū and NZNO.

### **54 SECONDMENT OF UNION DELEGATES/REPRESENTATIVES**

Union delegates/representatives may be granted leave without pay to work for the Union for a period agreed on between the Employer and the Union officials.

### **55 LOBBY LEAVE FOR DELEGATES**

- 55.1 The Employer shall grant reasonable, provided it is no greater than one hour per month, paid time off to union delegates to organise and lobby for improved industry funding. The use of this time must be subject to adequate notice.
- 55.2 The request to utilise this "paid lobby release" must be accompanied by a written request detailing how this time will be spent and the anticipated outcome of the lobbying.
- 55.3 The parties shall review the operation of this clause as necessary.
- 55.4 The committee shall meet quarterly but on demand if urgent problems arise.

## PART SEVEN – EXECUTION

---

### 56 SIGNATORIES TO THIS AGREEMENT

  
PP Adrian Tocker

---

Signature on behalf of Wairarapa Limited Partnership  
Martin Taylor  
Chief Operating Officer

1 October 2024

---

DATE



---

Signature on behalf of E tū  
Joanna Wallace

26<sup>th</sup>  
September 2024  
DATE



---

Signature on behalf of NZNO  
Raewyn Hughes

DATE

## **APPENDIX ONE – RESOLUTION OF EMPLOYMENT RELATIONS PROBLEMS**

---

Wairarapa Limited Partnership aims to provide a fair workplace for you. At times you may have concerns about your employment and how you are being treated. We would like you to talk to us if this happens.

If we cannot resolve things between us, you can get outside help. Set out below are the services available to you for resolving employment relationship problems.

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

An employment relationship problem includes a personal grievance, dispute or other problem relating to your employment relationship with Wairarapa Limited Partnership.

It does not include a problem with the fixing of new terms of your employment.

Listed below are examples of employment relationship problems:

- (a) If you believe you have been treated unfairly;
- (b) If you believe that you have a personal grievance;
- (c) If you believe that there has been a breach of your employment agreement;
- (d) If there is a dispute over interpretation, application or operation of your employment agreement;
- (e) If you believe there has been unfair bargaining for an individual employment agreement;
- (f) If there is a question about whether you are an employee or an independent contractor;
- (g) If there is a disagreement about arrears of wages or holiday pay, etc.;
- (h) If you are not being allowed to attend union meetings or take employment related education leave; or
- (i) If you get a warning, or are dismissed, and you believe this to be unfair.

### **Who can help you with an employment relationship problem?**

To help you solve your employment relationship problem you can contact:

- (a) Your manager/supervisor or their manager; or
- (b) The Support Office Human Resources department;
- (c) The Ministry of Business, Innovation and Employment (“Ministry”, formerly Department of Labour) offers free information and has a free mediation service, which can provide us with assistance in working together and resolving the problem. you can contact the Ministry on: 0800 800 863 or [www.mbie.govt.nz](http://www.mbie.govt.nz)
- (d) Your site delegate or E tū on 0800 864661 or NZNO on 0800 283848; or
- (e) A lawyer

### **What is a personal grievance?**

A personal grievance means any grievance that you have against Wairarapa Limited Partnership because of a claim that:

- (a) you have been unjustifiably dismissed;
- (b) action we have taken disadvantages you in your employment or a term of your employment is unjustifiable;
- (c) you are discriminated against in your job;
- (d) you are sexually harassed in your job;
- (e) you are racially harassed in your job; or
- (f) you have been pressured in your job because of your membership or non-membership to a union or employees' organisation.
- (g) you have been treated unfairly on a matter related to family violence;
- (h) your employer has not complied with Part 6A of the ERA; or
- (i) you have been disadvantaged because your employment agreement is not in accordance with section 67C, 67D, 67G or 67H; or
- (j) your employer has breached section 67F or 67G(3); or
- (k) your employer has engaged in adverse conduct for a prohibited health and safety reason or breached section 92 of the Health & Safety at Work Act 2015; or
- (l) your employer has threatened or retaliated against you, breaching section 21 of the Protected Disclosures (Protection of Whistleblowers) Act 2022.

### **What can you do if you have a personal grievance?**

If it is a personal grievance for reasons other than sexual harassment, the Employee has 90 days from the time the problem occurred, or became known by the employee, to raise the grievance with the Employer.

The timeframe in which to raise a personal grievance due to sexual harassment has been extended from 90 days to 12 months from the time the problem occurred or became known by the employee. These timeframes apply unless.

- (a) The Employer consents to your raising the personal grievance after 90 days;
- (b) The Employee successfully applies to the Employment Relations Authority ("Authority") for leave to raise the personal grievance after 90 days, (or 12 months for sexual harassment), in which case the Employer must try to mutually resolve the Employees grievance through mediation; or
- (c) The Employee has three (3) years after raising the personal grievance, to bring any action arising from it to the Authority or the Employment Court ("Court").



**Mediation services**

If we cannot resolve your employment relationship problem between us then either or both of us may request help from the Ministry of Business, Innovation and Employment.

The Ministry provides mediation services which may include:

- (a) Information about rights and obligations;
- (b) information about services;
- (c) assistance in resolving problems; and
- (d) fixing new terms of employment.

**Problem not resolved at mediation**

If we cannot resolve the problem at mediation, you can refer it to the Employment Relations Authority.

## APPENDIX TWO – CAREER PROGRESSION

---

### Kitchen Hands and Domestic Aids

<i><b>Category</b></i>	<i><b>Competencies</b></i>	<i><b>Evidence</b></i>
Kitchen Hand Level 1	<ul style="list-style-type: none"><li>- Completes orientation for Kitchen Hands.</li><li>- Attends and completes Practical Workplace First Aid Certificate.</li><li>- Completes the reading and training for Health and Safety.</li><li>- Attends fire and evacuation training and trial evacuations.</li></ul>	<ul style="list-style-type: none"><li>- Kitchen Hand Orientation and corresponding workbook is signed off by Kitchen/Village Manager within 3 months of commencement of employment.</li><li>- Completes First Aid Training – Certificated.</li><li>- Has signed that s/he has read and understands the Health and Safety Manual and other policies.</li><li>- Has a current education record of fire and evacuation training and trial evacuations.</li></ul>

## Kitchen Hands and Domestic Aids

<b>Category</b>	<b>Competencies</b>	<b>Evidence</b>
Kitchen Hand Level 2	<ul style="list-style-type: none"> <li>- Experience in a food services environment.</li> <li>- Achievement of approved courses/ qualifications in: <ul style="list-style-type: none"> <li>▪ Food Safety</li> <li>▪ Hygiene</li> <li>▪ Customer Service</li> <li>▪ Money Handling</li> <li>▪ Coffee making (qualified Barista)</li> <li>▪ Basic cookery/food preparation (leads to career progression to Cook role, if desired)</li> </ul> </li> <li>- Attends and completes Practical Workplace First Aid Certificate.</li> <li>- Actively participates and promotes Health and Safety in the workplace.</li> <li>- Attends fire and evacuation training and trial evacuations on at least an annual basis.</li> <li>- Able to familiarise new staff to the village.</li> <li>- Has a working knowledge of all policies and protocols in the workplace.</li> <li>- Performance appraisal, maintains the requirements outlined in the Job Description</li> </ul>	<ul style="list-style-type: none"> <li>- Minimum one year's experience in the food industry/commercial kitchen working as a Kitchen Hand or similar role, including minimum six months' employment with Wairarapa Village.</li> <li>- Completed courses as required. Current certificated or equivalency as agreed criteria.</li> <li>- Has a current First Aid certificate.</li> <li>- Demonstrates knowledge of health and safety and risk management practice and other policies.</li> <li>- Has completed compliance training – fire and evacuation training annually.</li> <li>- Is able to act as a buddy/resource person with new Kitchen staff.</li> <li>- Has read through the policies and procedures and signed as read.</li> <li>- Achieves a satisfactory performance appraisal undertaken within previous 12 months. Kitchen/Village Manger confirms performance has been maintained (or improved) to the standard indicated in the last performance appraisal.</li> </ul>

## Kitchen Hands and Domestic Aids

<b>Category</b>	<b>Competencies</b>	<b>Evidence</b>
Domestic Aid Level 1	<ul style="list-style-type: none"> <li>- Completes orientation for Domestic Aids.</li> <li>- Completes the reading and training for Health and Safety.</li> <li>- Attends fire and evacuation training and trial evacuations.</li> </ul>	<ul style="list-style-type: none"> <li>- Domestic Aid Orientation and corresponding workbook is signed off by Nurse/Care Services/Village Manager within 3 months of commencement of employment.</li> <li>- Has signed that s/he has read and understands the Health and Safety Manual and other policies.</li> <li>- Has a current education record of fire and evacuation training and trial evacuations.</li> </ul>
Domestic Aid Level 2	<ul style="list-style-type: none"> <li>- Experience in domestic support service.</li> <li>- Achievement of approved courses/ qualifications in: <ul style="list-style-type: none"> <li>▪ Infection Control</li> <li>▪ Chemical Safety</li> <li>▪ Challenging Behaviour</li> </ul> </li> <li>- Attends and completes Practical Workplace First Aid Certificate (if required by site).</li> <li>- Actively participates and promotes Health and Safety in the workplace.</li> <li>- Attends fire and evacuation training and trial evacuations on at least an annual basis.</li> <li>- Able to familiarise new staff to the village.</li> <li>- Has a working knowledge of all policies and protocols in the workplace.</li> <li>- Performance appraisal, maintains the requirements outlined</li> </ul>	<ul style="list-style-type: none"> <li>- Minimum one year's experience working as a Domestic Aid or similar role, including minimum six months' employment with Wairarapa Village.</li> <li>- Completed courses as required. Current certificated or equivalency as agreed criteria.</li> <li>- Has a current First Aid certificate.</li> <li>- Demonstrates knowledge of health and safety and risk management practice and other policies.</li> <li>- Has completed compliance training – fire, Manual Handling and evacuation training annually.</li> <li>- Is able to act as a buddy/resource person with new Domestic staff.</li> <li>- Has read through the policies and procedures and signed as read.</li> <li>- Achieves a satisfactory performance appraisal undertaken within previous 12 months. Nurse/Care Services/Village Manager confirms performance has been maintained (or improved) to the standard indicated in the last performance appraisal.</li> </ul>