

TE AROHA AND DISTRICTS HEALTH SERVICES CHARITABLE TRUST

And



COLLECTIVE AGREEMENT

12 August 2021 - 11 August 2022

Covering: Registered Nurses, Enrolled Nurses, Health Care Assistants, Kitchen Staff,
Domestic Staff, Diversional Therapists, Grounds Person and Activities Coordinator

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1.0 PARTIES

This collective agreement shall bind and be enforceable by:

- (a) Te Aroha and District Health Services Charitable Trust, referred to as Te Aroha and District Community Hospital and Lawrence House' ("employer" or "Trust"); and
- (b) The New Zealand Nurses Organisation ("NZNO" or "union");
- (c) Etu Incorporated

2.0 TERM OF THIS AGREEMENT

This collective agreement shall operate from 12 August 2021 and shall remain in force until 11 August 2022

3.0 NATURE AND INTENT OF THIS AGREEMENT

- 3.1 The parties to this agreement agree that they have a common interest in working together to ensure the successful and profitable operation of the Te Aroha and District Health Services Charitable Trust.
- 3.2 All prior agreements, whether verbal or written, are deemed null and void. No prior or concurrent term, representation, undertaking or statement by the Trust not expressly included in this agreement shall be binding on the Trust.
- 3.3 Savings
Notwithstanding sub clause 3.2 above, where an existing employee becomes covered by this agreement any pre-existing accrued service entitlements, and/or current rates of pay shall continue in force as the case may be.
- 3.4 The parties acknowledge a commitment to deal with each other in good faith in all aspects of their employment relationship. In order to uphold this ideal the parties, and the employees covered by this agreement, agree to develop and maintain an employment relationship based upon mutual trust and co-operation.

4.0 COVERAGE

- 4.1 Subject to sub-clause 4.2, this collective agreement shall cover employees, who are, or become members of the UNIONS employed by the Te Aroha & District Health Services Charitable Trust as — Registered Nurses, Enrolled Nurses, Health Care Assistants, Kitchen staff, Administration staff, Domestic staff, Diversional Therapists and Activities Coordinator, and Grounds Person("the employees").
- 4.2 This agreement shall not cover those employees who have authority to employ and dismiss other employees.
- 4.3 A new employee, whose work is covered by this agreement, shall be given the contact details for the UNIONS, as applicable, and shall be supplied with a copy of this agreement, and for the first 30 days of employment, the employee's terms and conditions of employment will be those contained in this collective agreement, however, unless he/she joins the union within the first 30 days of

employment, he/she will be employed on these terms and conditions on an individual, and not on a collective basis.

5.0 GENERAL CONDITIONS

- 5.1 (a) Where this employment is an employee's prime vocational activity, then he/she has a duty to ensure that any activity outside of work, whether paid or otherwise, including: other work; hobbies; sports; socialising; or any other activity, does not interfere with, inhibit, or otherwise affect the employee's ability, fitness, or availability to perform his/her duties for the employer or may infringe any statutory requirements (e.g. Health and Safety).
 - (b) Where an employee intends to enter into employment in addition to the employment covered by this agreement, the employee shall advise the employer.
- 5.2 If an employee is requested by the employer to use his/her own car on Trust related business, an allowance of 42.5c per kilometer shall be paid to the employee concerned. Multiple attendees at approved study will, where possible travel in one vehicle. The reimbursement of the mileage allowance for any additional cars shall be at the employer's discretion prior to travel, after discussion with the employees to attend the program.

6.0 DUTIES AND LOCATION OF WORK

- 6.1 An employee shall carry out the duties required of him/her in connection with the Trust's operations, as specified on the job description provided to the employee.
- 6.2 The employer may from time to time, following consultation and agreement with an employee, alter any of the duties (provided the employee has the required skills and/or qualifications to perform altered duties), reporting relationships or other matters specified in the job description.
- 6.3 The employee's place of work shall be based at the Trust's premises, 72 Stanley Avenue, Te Aroha, or at any other place as reasonably required by the employer to meet the needs of the Trust.
- 6.4 All new employees shall be given a letter of appointment stating the nature of their position, minimum base hours per fortnight and shall be provided with an orientation program sufficient for them to perform their work satisfactorily and safely

7.0 HOURS OF WORK

- 7.1 The following definitions shall apply to employees covered by this agreement:
- (a) **A Full-time Employee:** shall mean a permanent employee whose hours of employment are equal to, or more than 60 hours per fortnight and do not exceed 80 hours per fortnight.
 - (b) **A Part-time Employee:** shall mean a permanent employee whose hours of employment are not less than 18 hours per fortnight and are less than

70 hours per fortnight. Part time staff shall receive a minimum of 18 hours per fortnight. *This definition shall not be applied to students gaining work experience where their individual hours may be less than 8 hours per week,*

- (c) **A Temporary Employee:** shall mean an employee employed for short-term projects of a fixed duration and to cover for an employee absent due to extended injury, sickness or approved leave. Holiday pay shall be in accordance with the Holidays Act 2003 and its amendments and its amendments.
 - (d) **A Casual Employee:** shall mean a non-permanent employee employed on an irregular basis for the sole purpose of replacing permanent staff who are on leave or sick, or to cover for unplanned short term increases in work load. The employer shall give no guarantee of regular hours or of continuous employment. Holiday pay shall be paid proportionally in accordance with the Holidays Act 2003 and its amendments and amendments,
 - (e) Weekend hours are defined as all hours worked between 7.00am Saturday until 7.00am Monday,
- 7.2 An employee shall be categorised on appointment in accordance with the definitions detailed in sub-clause 8.1. The employment status may be varied by agreement between the employer and employee. The minimum fortnightly shifts shall be agreed in writing at the commencement of employment, however additional shifts may be worked by agreement.
- 7.3 Shifts may only be changed or exchanged with the prior approval of the employer, or the delegated authority. Available shifts will be offered to part time staff first
- 7.4 The **ordinary** hours of work will be up to 8 hours per day on no more than 7 consecutive days, except in an emergency and up to 80 hours per fortnight. A Shift will be no less than 4 hours unless the staff member agrees.
- 7.5 An employee's hours and days of work shall be rostered by the employer. The roster shall be posted in an accessible place on the premises at least 14 days in advance and shall be written in ink. The employer will give 7 days notice of any change to the roster once posted, except in exceptional circumstances. However, the 7-day notice period can be waived where any change is mutually agreed. Any change to the rostered hours, whether permanent or otherwise, shall be made after consultation between the employer and employee. Roster preference will be accommodated wherever possible.
- 7.6 Rest breaks of 10 minutes within every 4 hours of duty shall be allowed as time worked. No employee shall be required to work for more than 5 hours continuously without being allowed an unpaid meal break of not less than 30 minutes. For the purposes of defining what is 5 hours continuous work, rest breaks are counted as part of the continuous work. The timing of rest periods and meal breaks may be varied or staggered to allow the business of the employer to carry on. During the meal breaks or rest breaks, free tea, coffee, milk and sugar will be supplied by the employer.

- 7.7 A meal shall be provided upon request, to RN's who cannot leave the worksite during pm, night and weekend shifts. Unless otherwise agreed, meals must be requested the day before being required.
- 7.8 Duty hours shall be continuous except for meal and rest breaks.
- 7.9 An employee shall have at least two consecutive days off duty each week, The number of consecutive hours off duty shall not be less than 55.75 hours unless mutually agreed.
- 7.10 An employee shall be entitled to a break of not less than nine consecutive hours between duties. If, however, the employee agrees to a call back less than 9 hours between shifts, an allowance of \$20.00 per call back is payable. .Note that this clause will not apply to staff requesting shift changes. RNs who are called back to work within 9 hours will be paid a minimum of 3 hours irrespective of time worked.
- 7.11 From time to time it may be necessary for an employee to remain on duty, or return to work to cover staff absence, resident emergencies and other unforeseen circumstances. Any such arrangement shall be by mutual agreement.
- 7.12 **For Hospital Employees**
It is the responsibility of the shift charge person to hand-over to the next shift in a professional and responsible manner with a verbal, and a written report, advising of any relevant patient/resident issues, or related matters. In order to facilitate a proper hand-over of duties, the outgoing shift may be required to remain on duty and be fully responsible until relieved by the incoming shift.

9.0 REMUNERATION

- 9.1 Pay rates from 1 April 2019 apart from Caregivers and Diversional Therapists

Registered Nurses

Years of Service	Pay Rate
Step 1	\$27.00
Step 2	\$28.00
Step 3	\$29.00
Step 4	\$30.00
Step 5	\$32.00

Enrolled Nurses

Years of Service	Pay Rate
Step 1	\$27.00
Step 2	\$28.00

Annual pay progression for nurses shall occur from 1 July each year starting 1 July 2019. Pay progression will be on an annual basis subject to satisfactory performance and personal development. If performance or personal development 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.

Any additional funding received by Te Aroha and Districts Health Services Charitable Trust during the term of this collective agreement, as a result of discussions about the potential flow on pressure of the NZNO DHB MECA shall be applied to nurse rates of pay, applicable no later than the date any additional funding is received.

Caregivers and Diversional Therapists employed as at 1 July 2017

	1 July 2017	1 July 2018	1 July 2019	1 July 2021
No formal qualification or <3 years' service	\$19.00	\$19.80	\$20.50	\$21.76
Level 2 qualification or 3+ years' service	\$20.00	\$21.00	\$21.50	\$23.28
Level 3 qualification or 8+ years' service	\$21.00	\$22.50	\$23.00	\$25.31
Level 4 qualification or 12+ years' service	\$23.50	\$24.50	\$25.50	\$27.33

Caregivers and Diversional Therapists employed **as at** 1 July 2017 and who reach 12 years of current continuous employment with TADST **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	\$26.32
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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 TADST. Qualifications mean those recognised by NZQA.

If the all Industries Labour Cost index for the period 1 July 2017 to 30 June 2021 moves on average by more than 1.7% annually then the rates in the Caregivers and Diversional Therapists pay scale applying from 1 July 2021 will be adjusted accordingly.

<u>Kitchen Workers, Cook</u> s	-	\$23.00 per hour
<u>Kitchen hands and Domestic Workers</u>		\$20.40 per hour
<u>Groundsperson</u>	-	\$21.00 per hour

- 9.2 An employee shall be supplied with an individual pay slip showing in detail how his/her wages are calculated and showing all deductions.
- 9.3 An employee shall be paid fortnightly by lodgment at a bank to the credit of an account, or joint account, standing in the name of the employee no later than Wednesday on the week of payment (available Thursday).
- 9.4 **Deductions from Wages/Salary and/or Final Pay**
Deductions may be made from an employee's wages/salary and/or final pay in accordance with the Wages Protection Act 1983, and the following circumstances:
- Where applicable, for time lost by sickness, accident or the employee's default and for leave without pay which has been agreed between the parties;
 - By agreement between the employer and employee;
 - As otherwise provided by this agreement, or the general rules and policies of the employer, or by legislation;
 - From **final pay** for any unreturned protective clothing, equipment, or any other property, or any debt (reasonably) believed by the employer to be owing to the employer;
 - Overpayment of Wages** - In the event of an overpayment of wages, the employer may recover the amount of overpayment provided the employee is given written notification of the intention to recover the overpayment, the repayment amount to be recovered shall be agreed and full explanation of the reasons for the overpayment.
- 9.5 KiwiSaver is a voluntary, long-term savings initiative set up under the KiwiSaver Act 2006. An eligible new employee is automatically enrolled in KiwiSaver and can apply for an exemption from the scheme between day 14 and day 56 from their start date. The employer will provide an existing employee with information on KiwiSaver within 7 days of a request from the employee, The Inland Revenue Department (0800 5494 8283) can provide information on the application of the scheme,
- 9.6 Allowances.
- Where an employee works a weekend shift (worked after midnight Friday/Saturday until midnight Sunday/Monday) an allowance of \$1 hour will be paid. Where an employee works a night shift an allowance of \$12 per shift is payable.
 - Where the Charge Cook holds NZQA qualifications an additional \$15 per fortnight shall be paid

3. NZQA National Certificate in the Care of the Elderly, an allowance of \$0.25 per hour shall be paid but shall not apply to Caregivers and Diversional Therapists

10.0 LEAVE

The Holidays Act 2003 and its amendments provides for public holidays, annual holidays, sick & bereavement leave and the basic conditions surrounding such are provided in the following clauses in accordance with this Act. The union, employer or the Ministry of Business, innovation and Employment (MBIE) (phone 0800 800 863) will provide additional information about all entitlements under this Act, upon the employee's request.

- 10.1 For the purpose of calculating payments for a public holiday, alternative holiday, sick leave, or bereavement leave, the terms "Relevant Daily Pay" and "Penal Rates" are defined as follows:

10.1.1 Relevant Daily Pay

- (a) The term **Relevant Daily Pay** ("RDP") means the amount of pay that an employee would have received had they worked on the day concerned, including:
 - (i) Any productivity or incentive based payments if those payments would have otherwise been received on the day concerned; and
 - (ii) Overtime payments if those payments would have otherwise been received on the day concerned.
- (b) To avoid doubt, if 10.1.1(a) above is to be applied in the case of a public holiday, the amount does not include any amount that would be added by virtue of s.50(1)(a) of the Act (which relates to the requirement to pay time and a half).

10.1.2 Penal Rate

- (a) **penal rate**: is an identifiable additional amount that is payable to compensate the employee for working on a particular day of the week (worked after midnight Friday/Saturday until midnight Sunday/Monday) or a particular type of day (e.g. a public holiday); but does not include, for example, any payment for a sixth or seventh day of work.

- 10.1.3 **Extra Hours**: Preference will be given in the first instance to part-time employees prior to being offered to casual staff.

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10.2 Public Holidays

10.2.1 Recognised Public Holidays

The Holidays Act 2003 and its amendments recognises these days as public holidays:

25 December, 26 December, 1 January, 2 January, Anniversary Day, Waitangi Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Birthday of the reigning Sovereign, Matariki Day.

10.2.2 In the event that 25 December (Christmas Day), 26 December (Boxing Day), 1 January (New Year's Day) and/or 2 January fall on a Saturday and/or Sunday, the following shall apply:

- (i) Where that/those day(s) **would otherwise be** a working day for an employee, then the employee's public holiday(s) shall be treated as falling on that/those actual days;
 - (ii) Where that/those day(s) **would not otherwise be** a working day for an employee, then the employee's public holiday(s) shall be treated as falling on the following Monday and/or Tuesday as the case may be, i.e. Saturday transferred to Monday, Sunday to Tuesday.
- (b) To avoid doubt, an employee will not be entitled to more than one public holiday in relation to each public holiday that falls on either, 25 & 26 December and 1 & 2 January (or as otherwise transferred as above subclause.10.2.2(a), 4 in total).
- (c) Where the employer and employee agree, a public holiday may be transferred and observed on another day that is otherwise a normal working day for the employee.

10.2.3 Public Holidays and Operational Requirements

An employee agrees to work on a public holiday, observed on a day that is otherwise a normal working day for the employee, as required by the employer to meet the needs of the business operation.

10.2.4 Payment for Public Holidays/Entitlement to Alternative Holidays

- (a) Where an employee **works** on a public holiday, he/she will be paid at least the portion of his/her relevant daily pay, plus half that amount again for the hours actually worked on that day (T1.5).
- (b) Where an employee works on a public holiday, which is observed on a day that is otherwise a normal working day for the employee, he/she shall be entitled (additionally) to a whole day off as an alternative holiday, to be taken on a day on which the employee usually works, on pay not less than the employee's relevant daily pay for that day, subject to sub-clause 10.1.1
- (c) Where an employee **does not work** on a public holiday, which is observed on a day that is otherwise a normal working day for the employee, he/she shall be paid his/her relevant daily pay for that day.

10.2.5 Alternative Holidays

- (a) An alternative holiday will normally be taken on a day that is agreed between the employer and an employee, however, if the employer and employee cannot agree, the employee, after considering the employer's view as to when it is convenient to take the day, may decide with at least 14 days notice, to take the alternative holiday, provided the employee takes the holiday within 12 months of the date upon which the entitlement arose.

- (b) If an employee's alternative holiday is outstanding for more than 12 months, the employer **may**, with at least 14 days notice require the employee to ask- the holiday on a date determined by the employer or, at the employee's request exchange the holiday for an agreed payment of not more than the employee's average relevant daily pay.

10.3 Annual Holidays

10.3.1 Annual Holiday Entitlement

- (a) An employee shall, upon the completion of each year of current continuous service, be entitled to four (4) weeks annual holidays.
- (b) Service Holiday: Upon the completion of 5 years current continuous service and for each completed 5 years service thereafter, an employee shall be entitled to a one-off one week service holiday calculated in accordance with the Holidays Act 2003 and its amendments. The effective start date for calculation purposes shall be 9 June 2007,

10.3.2 Taking/Notification of Annual Holidays

- (a) Where practicable, annual holidays will be taken at times mutually agreed between the employer and employee. However, where agreement is unable to be reached, the employer, giving at least 14 days written notice, can require an employee to take his/her annual holidays.
- (b) Except where otherwise agreed, an employee is required to give the employer at least 14 days written notice, when applying to take annual holidays. Leave application forms are available from the office for this purpose. Please note: To avoid any confusion, do not assume that leave has been granted until you receive a signed copy of your leave form confirming approval.
- (c) An employee agrees to take all of his/her annual holidays within 12- months of entitlement, unless prior arrangements have been made with the employer.
- (d) Where an employee so elects, he/she is entitled to take his/her annual holidays in a single continuous period of at least two weeks.
- (e) A request for 'Annual Holidays in Advance' shall be subject to the approval of the employer.

10.3.3 Annual Holidays and Public Holidays/Bereavement Leave

If a public holiday occurs or an employee is bereaved during his/her annual holidays, the public holiday or bereavement shall be treated in the same manner as a public holiday or as a bereavement which had

occurred whilst the employee was at work, and his/her annual leave entitlement shall be extended accordingly, where applicable.

10.3.4 Payment for Annual Holidays

The employer shall pay an employee taking annual holidays in accordance with the provisions of the Holidays Act 2003 and its amendments. And, except where otherwise requested, the employer shall pay the holiday pay to the employee in the applicable normal pay period(s).

10.4 Sick Leave and Bereavement Leave

10.4.1 Qualifying for Sick Leave and Bereavement Leave

An Employee qualifies for an entitlement to sick leave and bereavement leave, upon completion of 6 months current continuous employment with the Employer.

- (a) Once the employee has qualified for an entitlement to sick leave and bereavement leave, the entitlement exists through the 12-month period of continuous employment, which begins at the end of the 6-month qualifying period, and continues for each subsequent 12 months of current continuous employment.

10.4.2 The Sick Leave Entitlement

- (a) Upon qualifying, an employee shall be entitled to a total of ten days sick leave ("the annual entitlement"), to be used in the subsequent 12-month entitlement period(s), where the employee is unable to attend work because of the following circumstances: the employee, the employee's spouse (including a de facto or same-sex partner), or any other person who depends upon the employee's care, is sick or injured.
- (b) Sick leave shall accumulate to a maximum of 35 days by carrying forward up to 25 days unused sick leave, accumulated in any previous period(s). However, regardless of any days carried forward, the employee will not be paid for any unused sick leave at the end of their employment.
- (c) In special cases the employer may grant paid or unpaid sick leave in excess of an employee's entitlement.

10.4.3 Using Sick Leave Entitlement

- (a) An employee may use his or her sick leave entitlement, if the employee is unable to attend work because of the circumstances specified in sub-clause 10.4.2 (a).
- (b) Where the employer requests it, an employee must provide the employer with proof of sickness or injury, for any days that the employee has off as sick leave, providing that:

- (i) The sickness or injury is for three or more consecutive calendar days, regardless of whether those days would otherwise be the employee's working days; or
 - (ii) The sickness or injury is within the three consecutive calendar day's period, and the employer has reasonable grounds to suspect that the sick leave being taken is not genuine. In such instance the employer must inform the employee as early as possible after forming that suspicion, and agree to meet the employee's reasonable expenses in obtaining the proof; or
 - (iii) The employee takes time off for sickness and/or illness and he/she has no entitlement to sick leave.
- (c) Unless otherwise advised, proof of sickness or injury will be a medical certificate advising that (at least) one of the persons referred to in sub-clause 9.4.2(a) was sick or injured on the day (or days) that the employee took off as sick leave.

10.4.4 Fitness for Work

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

10.4.5 The Bereavement Leave Entitlement

The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a Tupapaku/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). The length of time off shall be at the discretion of the employer and should not be unreasonably withheld and will be exercised in accordance with the Holidays Act 2003 and its amendments.

If bereavement occurs while an employee is absent on annual leave, sick leave on pay or any other special leave on pay, such leave may be interrupted and bereavement leave granted. This provision will not apply if the employee is on leave without pay.

In granting time off therefore, and for how long, the employer must administer these provisions in a culturally appropriate manner, especially in the case of Tangihanga.

The employer agrees that on application, it may be appropriate, to grant leave without pay in order to accommodate various special bereavement needs not recognised in clause 15.1 above.

10.4.6 Notifying an intention to take Sick Leave or Bereavement Leave

An employee, who intends to take a day (or days) off as sick leave or bereavement leave, must notify the employer as early as possible before the employee is due to start work on that day (or the first day if more than one) or, if that is not practicable, as soon as possible after that time. Where practicable, the employee shall keep the employer advised when his/her absence extends into more than one day.

10.4.7 Payment for Sick Leave and Bereavement Leave

- (a) Providing an employee has an entitlement to sick leave and bereavement leave, he/she shall be paid at his/her relevant daily pay for each day of such leave taken that would otherwise be a normal working day for that employee.
- (b) Where an employee has yet to comply with the employer's request to provide proof of sickness or injury, payment may be delayed until the employee complies, unless the employee has a reasonable excuse for his or her failure or delay in complying.
- (c) The employer shall not pay sick or bereavement leave in respect of any public holiday for which the employee is entitled to full pay, or for any day system (or any other accident compensation system), or for any day on which he/she is not usually required to work.

10.5 Miscellaneous Leave

In particular circumstances, the employee may be entitled to:

- (a) Employees shall be entitled to parental leave provisions in accordance with the Parental Leave and Employment Protection Act 1987 and its amendments and regulations.
- (b) The Civil Defense Management Act 2002 — "Unpaid" **Absence due to a State of Civil Emergency;**
- (c) The Electoral Act 1993 — "Paid" time to vote.

Because the conditions of eligibility for the entitlements, in (a) to (c), are each complicated, they have not been detailed in this agreement. However, as soon as an employee becomes aware that he/she may need to seek leave under any of these provisions they must discuss this with the employer.

10.6 Jury Service

- (a) An employee shall notify the employer immediately they receive notification of jury service.
- (b) Where an employee undertakes jury service, on a day(s) that is/are normally worked by the employee, the difference between the fees paid by the Court and the employee's ordinary rate of pay shall be made up by the employer, provided that the employee:
 - (i) Produces the Court expenses voucher to the employer;
 - (ii) Returns to work immediately on any day they are not actually serving on a jury.

- (c) These payments shall be made for up to a maximum of five (5) days in respect of each separate period of jury service.

11.0 TRAINING

- 11.1 The Trust views ongoing education and training as important for its employees, residents, and the Trust, and it is expected that an employee shall take all reasonable steps to keep abreast and up-to-date with modern developments in the care of the elderly.
- 11.2 The employer shall run a series of in-service training sessions for employees each year. An employee's attendance at up to six training sessions of up to two hours each shall be paid at the employee's normal rate of remuneration should the employee not be rostered on at the time the session is held. It is a requirement of this agreement that an employee attends a minimum of 4 sessions per year at those times as directed by the employer.
- 11.3 An employee may request the opportunity to gain further qualifications during working hours. The employer shall have final discretion, however, each request to undertake further training shall be considered on its merits and consideration will be given to the employee's circumstances and the Trust's operational requirements.
- 11.4 Where the employer directs that such qualification or training is compulsory, it shall pay the costs of training, which may include travel and accommodation.
- 11.5 Whilst attending compulsory training an employee shall be paid his/her normal rate of remuneration for up to 8 working hours in each training day and any time in excess of 8 hours in each training day spent at the training venue or in accommodation provided for overnight stay will be considered unpaid time.
- 11.6 The goal of the Equal Pay settlement for Caregivers and Diversional Therapists is a trained that is trained to meet current and future service needs. TADST will provide systems and support for Caregivers and Diversional Therapists to reach the NZQA qualification levels tied to their pay scale and within the following time frames.

Level 2 Qualifications – within 12 months of commencing employment

Level 3 Qualifications – within 3 years of commencing employment

Level 4 Qualifications – within 6 years of commencing employment

TADST is funded 2 days per employee per year toward education and training to assist with this training.

12.0 LICENCES AND QUALIFICATIONS

- 12.1 It is an employee's responsibility to obtain and maintain all licenses and qualifying certificates that entitle him/her to legally practice his/her profession with the Trust. Where a nurse or midwife is required by law to hold an annual practicing certificate, the full cost of the certificate shall be met by the employer, a part-time employee shall be reimbursed on a pro-rata basis.
- 12.2 Where applicable, an employee is expected at all times to act in accordance with the guidelines laid down by the Nursing Council or other regulatory body representing New Zealand nurses in general.

- 12.3 Should an employee lose any such qualification or license to carry out any part of his/her designated duties, the employer has the right to review his/her employment with the Trust. The employee must immediately advise the General/Nurse Manager of any alteration to or loss of any such qualification or licence.

13.0 TRUST PROCEDURES, RULES AND POLICIES

- 13.1 An employee must comply with the procedures, rules and policies of the Trust. The employer reserves the right to formulate various procedures, rules and policies to further the effective and safe operation of the business and for the welfare and interests of employees and residents.
- 13.2 The employer may change any such procedures, rules or policies from time to time as operational requirements dictate, and any such changes shall be advised to the union and affected employees as soon as possible as and when this occurs.

14.0 TRUST VEHICLES

- 14.1 Where an employee is required to drive a Trust vehicle, then he/she must possess a current drivers license, and use the vehicle in accordance with the employer's Vehicle Policy.
- 14.2 An employee is not permitted to exchange, loan or let a non-employee drive any Trust vehicle that is in his or her charge.
- 14.3 Non work-related passengers are not permitted in Trust vehicles without prior employer approval. The Trust does not accept liability for harm occurring to any non-work-related passengers transported in Trust vehicles.
- 14.4 Trust vehicles are provided for work use and must not be used for any private travel unless otherwise authorised by the General/Nurse Manager or delegated authority.
- 14.5 Trust vehicles must be kept in a clean and tidy condition. When repairs, maintenance or updated vehicle certificates are required, this must be reported to the employer immediately.
- 14.6 Trust vehicles must be left locked and secure whenever unattended. The vehicle keys must not be copied without the consent of the employer and kept secure at all times.
- 14.7 Any traffic fine or other infringement fee resulting from an employee's use of a Trust vehicle shall be paid by the employee, and he/she may be deemed personally liable by the Trust for the payment of any insurance excess where an accident occurs as a result of careless or illegal use.
- 14.8 Any incident (e.g. impoundment, traffic fine, or other infringement fees) or accident involving a Trust vehicle must be reported to the employer immediately. An employee involved in an accident, must not admit liability or give any undertaking to repair the other vehicle or damaged property. The employee must ensure that the name, address and insurance details of the other party are obtained.

15.0 UNIFORM AND PERSONAL PRESENTATION

- 15.1 Where applicable, an employee is required to wear a uniform and name badge supplied by the Trust and he/she must abide by the uniform policy of the Trust.
- 15.2 An employee shall be responsible for the care and laundering of his/her uniform, and must ensure that the uniform is maintained in good condition.
- 15.3 A high standard of personal hygiene is required of an employee at all times whilst carrying out his/her duties or otherwise representing the Trust.
- 15.4 Where an employee requires a replacement name badge due to his/her negligence, the Trust, at its' discretion may charge him/her for the cost of a replacement badge.
- 15.5 Any uniform items or name badge provided by the employer shall remain the property of the Trust. It is an employee's responsibility to return his/her uniform and name badge to the administrator upon termination of employment. The Trust has the right to make a rateable deduction of the cost of unreturned uniform items from the employee's final pay.
- 15.6 Shoe Allowance: An employee shall wear suitable shoes while on duty. Employees shall be reimbursed actual and reasonable costs for work footwear to a maximum of \$75.00 per year on production of receipts. However, where an employee's employment is terminated for any reason within 6 months of the reimbursement payment then the employee shall pay back to the employer 50% of the reimbursing payment to a maximum of \$37.50.

16.0 TERMINATION OF EMPLOYMENT

- 16.1 This agreement may be terminated by either the employer or employee by giving written notice of not less than: **Four (4) weeks for a Registered Nurse** and **Two (2) weeks for any other employee**. The notice period may be varied by mutual agreement. The employer reserves the right to make payment in lieu of notice for all or part of the notice period.
- 16.2 Where the employer or employee terminates the employment without giving the required notice then an amount equivalent to the outstanding balance of notice shall be paid or forfeited by the defaulting party.
- 16.3 The period of notice shall be exclusive of annual holidays granted in accordance with this agreement unless otherwise agreed between the employer and employee.
- 16.4 Nothing in this agreement shall prevent the employer from summarily terminating an employee at any time in the event of serious misconduct on the part of the employee.
- 16.5 On termination of employment and prior to payment of an employee's final pay, all property and uniform items belonging to the Trust must be returned to the employer.

- 16.6 Abandonment of Employment: Where an employee is absent from work for more than three (3) working days without notification to the employer or without good cause, she/he shall be deemed to have terminated her/his service without notice. Provided that it shall be the duty of the employer to make all reasonable efforts to contact the employee during this period. Provided further that the employer is satisfied that the employee was unable through no fault of her/his own to notify the employer, she/he shall not be deemed to have abandoned her/his employment.

17.0 TERMINATION ON MEDICAL GROUNDS

- 17.1 If, as a result of an extended period of physical or other illness or accident, an employee is rendered incapable of the proper ongoing performance of the functions, duties and obligations of his or her position for an extended period then the employee's ability to reasonably return to normal duties may be reviewed,
- 17.2 Before taking any action under this clause, the employer may require an employee to undergo, at the employer's expense, a medical examination by a registered medical practitioner. The purpose of such an examination shall be to ascertain whether the employee is capable of working in a particular position or able to carry out certain duties or work in a certain environment without risk to the health and safety of either the employee or others.
- 17.3 The employee agrees that the results of such examination shall be made available to the employer.

18.0 DISCIPLINARY PROCEDURES

The following procedures will apply in situations where an employee's performance, and/or conduct are in question.

- 18.1 The employee must be advised of:
- (a) His/her right of assistance and/or representation at any stage;
 - (b) The specific matters/allegations causing concern;
 - (c) The seriousness of the situation;;
 - (d) The likely outcome should a breach of performance and/or conduct standards be proven.
- 18.2 The employer will give the employee an opportunity to respond to the matters/allegations at a meeting convened for this purpose. If necessary, the meeting will be adjourned to allow further investigations into the matters/allegations and/or to allow the employer a reasonable opportunity to consider any explanation or evidence provided by the employee.
- 18.3 If, in the opinion of the employer, the situation warrants it, the employee may be suspended on pay pending the resolution of the matter(s) causing concern. In such instance the employer will advise the employee as to the reasons why it believes suspension is appropriate and will take into consideration any views expressed by the employee in making its decision. The UNIONS shall be consulted prior to any decision being made to suspend the employee.
- 18.4 The employer having investigated the matters/allegations to its satisfaction will reconvene a meeting with the employee and make the findings of the

investigation known. The employee will be allowed a reasonable opportunity to make further representations to the employer.

- 18.5 Where the employer is satisfied that no further investigation or consideration is necessary, the employee will be advised of its decision. Possible outcomes include: for misconduct - a formal written warning issued; dismissal with notice; for serious misconduct — a final written warning issued; dismissal with or without notice.
- 18.6 Where the employer decides to issue a formal written warning for misconduct or for a breach of performance standards, under normal circumstances the first instance would entail a first written warning; a second instance a final written warning and the third instance could entail dismissal with or without notice.
- 18.7 A written warning shall set out:
- (a) The details of the issue(s)/complaint;
 - (b) The corrective action(s) required to remedy the situation;
 - (c) The timeframe in which the improvement is sought; and,
 - (d) The likely outcome if there is a further breach, and/or failure to meet the conduct/performance requirements as advised.
- 18.8 Any action under this clause will be recorded in writing and the employee will receive a copy.
- 18.9 Serious Misconduct — Summary Dismissal
- (a) The employer may dismiss the employee without notice for serious misconduct.
 - (b) The employer will follow the procedures set out in sub-clauses 18.1 to 19.8 above in cases where serious misconduct is alleged.

19.0 DISPUTE AND PERSONAL GRIEVANCE PROCEDURES

- 19.1 In order to quickly and objectively resolve any employment relationship problem and personal grievance within our hospital and rest home the procedure detailed in sub-clauses 19.2 to 19.7 may be used by all employees. An employee is reminded that a personal grievance is a circumstance where the employee feels aggrieved due to actions or non-actions taken by the employer.
- 19.2 If an employee considers they have been unfairly treated by the employer they should in the first instance raise the matter with the Chief Executive Officer. If due to the exceptional nature of the matter it is inappropriate to raise the issue with the Chief Executive Officer then the employee should raise the matter with the Convenor of the Personnel sub —committee of the Trust,
- 19.3 Where an employee (or the employee's representative) prefer to raise a matter with the employer in writing, or if a matter raised under sub-clause 19.2 has not been resolved the letter regarding the problem or grievance should contain, as a minimum, the following three points:
- (a) The full details of the problem or grievance;
 - (b) Why the employee feels aggrieved;
 - (c) The solution the employee seeks to resolve the problem or grievance.

If the letter raises a grievance, please ensure the letter is submitted within 90 days of the event that gave rise to the grievance.

- 19.4 The employer and employee shall meet within five working days of receiving the employee letter to discuss and attempt to resolve the problem or grievance raised. If either the employer or employee consider they are unable to reach a resolution to the problem or grievance, they must advise the other party in writing setting out the reasons for their decision.

Should either the employer or employee fail to attend this arranged meeting the nonattendance would be seen as a serious breach of the employer — employee employment relationship.

- 19.5 Should the problem or grievance not be resolved at the meeting required in sub-clause 19.4 and the employee wishes to continue with a personal grievance the employee shall advise the employer in writing. Where there is no change to the detail of the grievance the original letter may be referred to otherwise a further letter giving the detail of the grievance should be written.
- 19.6 Within five working days of receiving the second letter the employer shall advise the employee, in writing, of the employer's final review of the detail provided and whether a solution is considered possible. The purpose of this step is to give the employer a final opportunity to review their decision. If the employee wishes they may also file a grievance with the Mediation Service of the Ministry of Business, Innovation and Employment (MBIE).
- 19.7 An employee may file a personal grievance with the Mediation Service of the Ministry of Business, Innovation and Employment (MBIE) or with any alternative mediation provider as may be agreed between the employer and employee.

20.0 UNION RIGHTS

- 20.1 The union shall be entitled to enter at all reasonable times upon the premises of the Trust, for the purpose of acting as bargaining agent, or interviewing employees in connection with the operation of this agreement, but not so as to interfere unreasonably with the employer's business. Prior advice of any such entry shall be communicated to the employer.
- 20.2 Deduction of Union Fees: An employee may elect to have union fees deducted from their wages. Such fees, when deducted, shall be remitted to the union on a mutually agreed basis. It shall be the responsibility of the union to notify the employer of the amount of any fees payable by employees.
- 20.3 Consultative Meetings: Providing not less than fourteen days' notice is given to the employer by the union(s), employees represented by the union may attend four one hour paid consultative meetings each year at times and places to be mutually agreed provided that staffing levels are available to maintain the operation of essential Trust services. This will include off duty UNIONS members.

21.0 EMPLOYMENT RELATIONS EDUCATION LEAVE

- 21.1 All employees party to this agreement are eligible for Employment Relations Education Leave (EREL) in accordance with the Employment Relations Act 2000 ("ERA"), Part 7.

- 21.2 EREL shall be allocated by the union to eligible employees. The maximum number of days available per year shall be determined in accordance with the provisions of Part 7 of the ERA.
- 21.3 Employees shall advise the employer not less than 14 days prior to attending training and that EREL leave is to be taken for this purpose. The employer may refuse the leave if there are reasonable grounds to believe that the taking of the leave could unreasonably disrupt the employer's business operations.
- 21.4 Employment Relations Education Leave shall be paid at ordinary rates for every day or part thereof taken,

22.0 DISCRIMINATION AND HARASSMENT

- 22.1 Any form of discrimination or harassment in the workplace or whilst carrying out duties on behalf of the Trust is totally unacceptable and will not be condoned or tolerated.
- 22.2 Sexual, racial or ethnic discrimination or harassment in any form, including but not limited to the use of words (written or spoken), visual material or physical behaviour, will absolutely not be tolerated and shall be considered serious misconduct.
- 21.3 Where an employee believes that he/she has been discriminated against or harassed at any time, the employee is encouraged to bring his or her concerns to the employer, or workplace delegates, in such instances. Complaints will be dealt with objectively, sensitively and without delay.

23.0 HEALTH AND SAFETY

- 23.1 An employee shall follow all the Trust's safe working rules and practice and must familiarise him or herself with the Trust's Health and Safety Policy.
- 23.2 An employee must take all practicable steps to ensure that no action or inaction by him/her while at work causes harm to any other person and shall take an active and personal interest in his/her own safety and that of others,
- 23.3 The employer will take all practicable steps to ensure a safe and healthy work environment.
- 23.4 In order to safely and effectively carry out his/her duties for the Trust, an employee must ensure that he/she takes the appropriate precautions and wears the appropriate safety or medical equipment or aids associated with any impairment or disability he or she may suffer.
- 23.5 An employee shall comply with all reasonable directions regarding the safe use of equipment (including protective clothing or equipment), machinery and substances, and shall operate all equipment and machinery provided by the employer with all reasonable care. An employee shall not operate equipment that they are not trained in the use of.
- 23.6 Should an employee fail to comply with any such directions or otherwise carry out his/her duties in a manner that is unsafe, the employer may refuse to allow the employee to work until such time as he/she complies with the directions given and works in a safe manner.

- 23.7 The employer will ensure that all machinery, protective clothing and other equipment to be used by an employee is in safe and sound condition. The employee is responsible for ensuring that any damage, loss of equipment or unsafe equipment is reported to the employer immediately.
- 23.8 An employee shall not leave the workplace in an unsafe condition or in a condition that may cause damage to persons or property.
- 23.9 An employee must immediately report to the employer, or the health and safety representative, any incident of which the employee becomes aware which has caused or may have caused injury to an employee or to any other person in the workplace under the control of the employer. The incident must be noted on an appropriate form (held by the employer) at or within 24 hours of the situation occurring.
- 23.10 When reporting an incident, the following information must be recorded:
- (a) The date, time and location of the event.
 - (b) The activity in which the employee was engaged at the time the event occurred.
 - (c) The general nature of any injuries suffered; and
 - (d) The names of any other people in the vicinity who may have witnessed what took place.
- 23.11 Should an employee become aware of any hazard in the workplace arising out of the work or work environment, he or she must bring this to the notice of the employer, or the Health and Safety representatives immediately, or as soon as possible thereafter.

24.0 ACCIDENT INSURANCE

- 24.1 An employee is expected to advise the employer of any other employment in which he or she is engaged, or any change in his or her medical circumstances that may impact upon the employer's obligations under current accident compensation legislation and the Health and Safety at Work Act 2015.
- 24.2 An employee must notify the employer within one working day of filing any accident insurance claim with the Accident Compensation Corporation ("ACC").
- 24.3 An employee shall provide the employer with a copy of all the relevant forms and copies of any such other documentary evidence and medical certificates as may be required from time to time relating to the employee's application and continued eligibility for compensation, in addition to any information that may be required in accordance with this agreement.
- 24.4 Where practicable and feasible, a return to work program may include the employee returning to work to undertake such alternative duties as are available and as are reasonably within the employee's capability and level of fitness as determined by the employer in consultation with an ACC Case Co-Ordinator and, if necessary, a registered medical practitioner. Alternative duties are available only if suitable duties or a suitable position exist within the existing organisational structure. The employer shall not pay compensation in respect of non work-related accidents.

- 24.5 **Accident Compensation:** Where an employee is involved in an accident either at work or away from work, and where such accident necessitates absence from duty due to injury, he/she may elect to offset any sick leave entitlement they may have in hand, in order to make up their wages to 100 per cent of normal pay.

25.0 CONFIDENTIALITY

- 25.1 An employee shall not at any time, or for any reason, use or disclose to any person any confidential information relating to the Trust or its residents, including (but not limited to) financial affairs, business information, or specialised know-how or practices, except so far as may be reasonably necessary for the employee to fulfil his or her legitimate duties for the Trust.
- 25.2 Except in the course of carrying out an employee's legitimate duties for the Trust, confidential information must not be removed from Trust premises; transmitted or copied to any medium, including but not limited to e-mail, photocopy, scan, or transfer to computer disc; or in any way used for the personal benefit of the employee.
- 25.3 For the purposes of this clause, confidential information means information not available in the public domain that relates to the employer's: administration and financial data, client/resident/staff lists and details, promotions and marketing information, project details, and company specific processes, software and forms.
- 25.4 An employee's duty of confidentiality shall continue to apply during the term of this agreement and after its termination without limit in time, but shall not apply to information that has become public knowledge or a matter of public record.
- 25.5 This clause shall not inhibit the employee's right to be represented, either industrially or professionally, and disclose such information, as legally required.

26.0 EMPLOYEE PROTECTION PROVISION

- 26.1 Part 6A, Subparts 1 and 2, of the Employment Relations Amendment Act (No2) 2004, provides protection for an employee where the employer's business is being, or is proposed to be, restructured and as a result:
- (a) The employee is, or will be, no longer required to perform the work, or part thereof; and
 - (b) The employee's work is, or is to be, carried out by a new employer.
- 26.2 For the purpose of this provision, restructuring means the sale, or transfer or contracting out, of the employee's work or part of it to another person with the exception of:
- (a) The sale or transfer of company shares; or
 - (b) Any arrangement made while the employer is adjudged bankrupt or in receivership or liquidation.
- 26.3 If the employer proposes restructuring its business so that a member's work is to be performed for a new employer, the employer shall at the earliest possible opportunity:

- (a) Consult with the union regarding restructuring as it affects members. The union accepts that some of the information supplied may be confidential; and Seek agreement, where possible, with the new employer and the union, regarding the restructure communication process to members.

26.4 Subpart 1 — specified categories of employees

- (a) The specified categories of employees covered under Subpart 1 are those employees providing the following services:

- work;
- (i) Cleaning services and food catering services in any place of
 - (ii) Laundry services for the education, health, or aged related residential care sector;
 - (iii) Orderly services for the health, or age related residential care sector;
 - (iv) Caretaking services for education sector.

- (b) For an employee covered under subpart 1 - The employee:

- (i) Shall, before the employer's business is restructured, be provided by the employer, with:
 - A reasonable opportunity to exercise the right to elect to transfer, or not transfer, to the new employer; and
 - The date by which the right to make such an election must be exercised, - "the specified date".
- (ii) May, before deciding whether to elect to transfer to the new employer, bargain with the employer for alternative arrangements. If the employer and employee agree on alternative arrangements, such arrangements shall be recorded in writing and the employee may not subsequently elect to transfer to the new employer.

- (c) If the employee elects to transfer to the new employer, the employee:

- (i) Becomes an employee of the new employer on and from the specified date; and
- (ii) Is employed on the same terms and conditions by the new employer and his/her employment shall be treated as continuous for purpose of service related entitlements; and
- (iii) Is not entitled to any redundancy entitlements from his/her previous employer because of the transfer; and
- (iv) Where the n w employer proposes to make the employee redundant for reasons related to the restructuring, the redundancy compensation entitlement provided in clause 27.4 of this agreement shall apply.

26.5 Subpart 2 — All other employees

For an employee covered under subpart 2:

As soon as is reasonably practicable taking into consideration the commercial requirements of the business, the employer shall:

- (a) Commence negotiations with the new employer about the restructuring to the extent that it relates to the employer's employee(s); and
- (b) Negotiate with the new employer whether the employee(s) will transfer or not to the new employer; and
- (c) If so, whether they will do so on the same terms and conditions; and
- (d) Give the employee the opportunity, to choose or not choose to transfer to the new employer where the employer has arranged such transfer.

27.0 CO-OPERATION, CONSULTATION AND MANAGEMENT OF CHANGE

The parties to this collective agreement recognise they have a mutual interest in ensuring that health services are provided professionally, efficiently and effectively, and that each has a contribution to make in this regard.

Regular consultation between the employer, its employees and the unions is essential on substantive matters of mutual concern and interest. Effective communication between the parties will allow for:

- (a) improved decision making
- (b) greater cooperation between employer and employees; and
- (c) a more harmonious, effective, efficient, safe and productive workplace.

Therefore the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters.

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

Prior to the commencement of any significant change to staffing, structure or work practices, the employer will identify and give reasonable notice to employees who may be affected and to the unions to allow them to participate in the consultative process so as to allow substantive input.

Where an employer receives an indication of potential significant changes, they undertake to advise staff and the unions as soon as practicable of the possibility of these changes.

Consultation

Consultation involves the statement of a proposal not yet finally decided upon, listening to what others have to say, considering their responses and then deciding what will be done. Consultation clearly requires more than prior notification.

The requirement for consultation should not be treated perfunctorily or as a mere formality. The person(s) to be consulted must be given sufficient opportunity to express their view or to point to difficulties or problems.

If changes are proposed and such changes need to be preceded by consultation, the changes must not be made until after the necessary consultation has taken place. Both parties should keep open minds during consultation and be ready to change. Sufficiently precise information must be given to enable the person(s) being consulted to state a view, together with a reasonable opportunity to do so – either orally or in writing.

Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.

The consultation process will give employees affected, or likely to be affected, by any significant change to staffing, structures or work practise, and the union organiser/delegate, the opportunity to put forward their views on any proposals or options developed for change prior to any final decision being made.

The process shall be as follows:

- (a) The initiative being consulted about should be presented by the employer as a "proposal" or "proposed intention or plan" which has not yet been finalised.
- (b) Sufficient information must be provided by the employer to enable the party/parties consulted to develop an informed response.
- (c) Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.
- (d) Genuine consideration must be given by the employer to the matters raised in the response.
- (e) The final decision shall be the responsibility of the employer.

The parties recognize that on occasions certain information that is shared will remain confidential to the parties concerned.

28.0 REDUNDANCY

- 28.1 Redundancy is a situation where the employee's position is surplus to the requirements of the employer's business.
- 28.2 In the event the employer considers that the employee's position could be affected by redundancy or could be made redundant, prior to making a decision, the employer shall:
 - (a) At the earliest practicable opportunity meet and consult with the union regarding the possibility of redundancy (except in exceptional circumstances) or how any proposed redundancy may affect a member's position; and
 - (b) Provide the employee with sufficient information and time to allow understanding and meaningful consultation; and
 - (c) Seek and consider the views of the affected employee; and
 - (d) Consider, where appropriate, whether there are any alternatives to redundancy, such as redeployment.
- 28.3
 - (a) Where the employee's employment is to be terminated by reason of redundancy, the employee shall be provided with 4 weeks notice in writing. The employer reserves the right to make payment in lieu of all or any part of the notice period. This notice is in substitution for and not in addition to the notice set out in the termination clause.
 - (b) Where the employee is given notice, he/she is obliged to work out the notice period, except where the employee obtains alternative employment that requires a commencement date earlier than the expiry of the notice period. In such circumstances, the employer may agree to waive any or all of the notice period. Such agreement shall not be unreasonably withheld.

- 28.4 Where the employee's employment is terminated on the basis of redundancy, the employee shall be entitled to redundancy compensation on the basis of:
- An employee with one year's service or more shall be paid 8 weeks wages based on the employee's current ordinary rate of pay or average weekly earnings for the previous 12-month period whichever is the greater.
- 28.5 The appropriate weekly pay rate shall be calculated at the greater of the employee's average weekly earnings for the twelve months prior to termination or the employee's ordinary earnings at the time of termination.
- 28.6 In addition, during the notice period the employer shall provide out placement assistance where requested in the form of:
- (a) Job search assistance;
 - (b) Certificate of service;
 - (c) Counselling.
- 28.7 Redundancy shall not include an employee who elects or chooses not to transfer to the new employer and whose position is being terminated by the employer as a result of restructuring, if:
- (a) The employee is offered employment by the new employer on terms of employment which are no less favourable than the employee's terms of employment at the time of the restructuring; and
 - (b) The new employer agrees to treat the employee's service as if it were continuous (i.e. from the date of current employment with the out-going employer)

29.0 UNIONS/MANAGEMENT MEETINGS

- PURPOSE:
- Enhanced communication between the parties
- Resolve issues raised by members in a timely manner
- Share ideas and solutions
- Look at innovative practices

To occur 3 monthly.

30.0 VARIATION OF THIS AGREEMENT

This agreement may be varied at any time by mutual agreement of the parties. Any variation must be in writing, signed by all parties, and appended to this agreement and indexed as such.

31.0 EXECUTION OF THIS AGREEMENT

This Agreement incorporates the terms of settlement arrived at between the parties to this Agreement.

Name and signature Gaylene McMenami GMMena

For Te Aroha and Districts Health Services Charitable Trust

Date

Name and signature Nicole Dawson

For New Zealand Nurses Organisation

Date 3/8/21

Name and signature G P / a w e r

For Etu Incorporated Derek Karawa

Date 4.8.2021

SCHEDULE A - DEFINITIONS

1. **"Employee/s"** or **"his/her"** shall refer to the employee covered by this agreement.
2. **"Trust"** or **"Employer"** shall mean the Te Aroha and District Health Services Charitable Trust, or its designated authority (management).
3. **"Chief Executive Officer"** shall mean the Chief Executive Officer of the Te Aroha and District Health Services Charitable Trust.
4. **"Current continuous service"** shall be service that is not interrupted by any previously approved period of absence. Resignation and re-employment is not deemed to be current continuous service.
5. **"Eighty hours"** of work may include work performed during the: morning, afternoon, evening, night and/or weekends.
6. **"Night shift"** shall mean a shift that runs from 2230 on one day to 0700 the following
7. **"Kitchen Hands and Domestic Workers"** Means a person employed primarily to carry out work (except cooking) inside the kitchen and who performs the duties out in their job description.
8. **"Kitchen Workers, Cooks"**: Means an employee wholly or substantially engaged in preparation and cooking of meals, purchasing and controlling kitchen supplies and who performs the duties set out in their job description.
9. **"Chef or Equivalent"**: Means an employee wholly engaged in the preparation and cooking of meals, holds formal qualifications either through the NZQA or the City and Guilds qualification system and who performs the duties set out in their job description.



TADST - Terms of Settlement

As agreed by the parties on 20 July 2021

Term

12th August 2021 to 11th August 2022

Commented [ND3]:

Pay

Pay rates from 12 August 2021

Registered Nurses

Years of Service	Pay Rate
Step 1	\$27.00
Step 2	\$28.00
Step 3	\$29.00
Step 4	\$30.00
Step 5	\$32.00

Enrolled Nurses

Years of Service	Pay Rate
Step 1	\$27.00
Step 2	\$28.00

Caregivers and Diversional Therapists employed as at 1 July 2017

	1 July 2021
No formal qualification or <3 years' service	\$21.76
Level 2 qualification or 3+ years' service	\$23.28
Level 3 qualification or 8+ years' service	\$25.31
Level 4 qualification or 12+ years' service	\$27.33

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

12+ years' service	\$26.32
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Kitchen Workers, Cook \$23.00.

Kitchen Hand and Domestic Workers \$20.40

Groundsperson \$21.00.

Breaks

Call-back allowance, if less than 9hrs increased to \$20

Holidays Act

Matariki Day added to list of public holidays.

Commented [ND4]:

Penal Rates

Wording change to "worked after midnight Friday/Saturday until midnight Sunday/Monday.

Licenses

Wording change Where a nurse or midwife is required by law to hold an annual practising certificate, the full cost of the certificate shall be met by the employer.

Shoe allowance

Increased to \$75 per year.

Pay slips

The employer will look at all requested adjustments to timesheets dependent on system capability. Any errors will be looked at and rectified.

Extra Hours

Preference will be given in the first instance to part-time employees prior to being offered to casual staff.

Commented [ND5]:

Roster Patterns

Where a part-time employee's days are not fixed, the employee shall be entitled to public holiday provisions if they worked on the day of the week that the public holiday falls on more than 40% of the time over the last three months. Payment will be at relevant daily pay.

Employer states will look at this for next year post costing.

Handover Sheets

Unions agree to trial new handover format in leu if our claim for all staff attending handover.

Should the new format not be acceptable or functional to staff we reserve the right in conjunction with the employer to stop the trial and revisit our initial claim.

Definitions:

Kitchen Hands and Domestic Workers: Means a person employed primarily to carry out work (except cooking) inside the kitchen and who performs the duties out in their job description.

Kitchen Workers, Cooks: Means an employee wholly or substantially engaged in preparation and cooking of meals, purchasing and controlling kitchen supplies and who performs the duties set out in their job description.

Chef or Equivalent: Means an employee wholly engaged in the preparation and cooking of meals, holds formal qualifications either through the NZQA or the City and Guilds qualification system and who performs the duties set out in their job description.