



DIXON HOUSE TRUST BOARD

And

E tū INCORPORATED

And

New Zealand Nurses Organisation

**AGED CARE SERVICES  
COLLECTIVE AGREEMENT**

**1.4.25 to 31.3.26**

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**1. PARTIES**

This collective agreement is made pursuant to the Employment Relations Act 2000 and the Employment Relations Amendment Act (No 2) 2004 between the following parties:

- 1.1 Dixon House Trust Board Aged Care Service (hereinafter referred to as the 'employer').
- 1.2 Etū Incorporated and New Zealand Nurses Organisation (hereinafter referred to as the 'union/s').

**2. TERM OF THE AGREEMENT**

- 2.1 This agreement shall come into force on the 1st day of April 2025 and shall expire on 31 day of March 2026.

**3. COVERAGE**

This agreement covers employees of the employer who are employed as:

Enrolled Nurses, Registered Nurses, Care Workers, Cooks, Service Workers, Clerical and any other employees not classified as management positions, who are members of Etū Incorporated and New Zealand Nurses Organisation.

**4. APPLICATION OF AGREEMENT**

- 4.1 This agreement that is in force binds and is enforceable by the union and the employer that are the parties to the agreement and;
  - (a) employees;  
who are employed by the employer party to this agreement; and  
who are or become members of the union party to this agreement; and  
whose work comes within the coverage clause of this agreement.
- 4.2 A member of the union who is bound by the collective agreement and who resigns from the union and continues their employment may not be subject to any other bargaining for a collective agreement or bound by any other collective agreement until the 60<sup>th</sup> day before the expiry date of the collective agreement binding on the member before resigning as a member of the union.
- 4.3 The employer must inform a new employee that;
  - (i) The collective agreement exists and covers work to be done by the employee; and
  - (ii) the employee may join the union that is a party to the collective agreement; and
  - (iii) about how to contact the union; and  
if the employee joins the union, the employee will be bound by the collective agreement; and  
during the first 30 days of the employee's employment, the employee's terms and conditions of employment comprise:
    - (a) The terms and conditions in the collective agreement that would bind the new employee if the employee were a member of the union; and
    - (b) give the new employee a copy of the collective agreement; and if the employee agrees, inform the union as soon as practicable that the employee has entered into the individual employment agreement with the employer.

**5. OBJECTS**

- 5.1 This agreement is made pursuant to the Employment Relations Act 2000 and it's amendments.



- 5.2 This agreement sets out the rights and duties of the parties to the intent that they will be followed fairly and in good faith for their mutual benefit.
- 5.3 This agreement sets out all the express terms of the agreement. Terms which are implied by law in employment agreements will be recognized to the extent they are not contrary to these express terms or contrary to the true intent and purpose of this agreement.
- 5.4 No prior representations, understandings, agreements or arrangements will be recognized as terms of this agreement unless they are set out in this agreement.
- 5.5 This agreement applies to the aged care operations at Dixon House and to employees engaged in any of the classifications of work prescribed in clause 11.
- 5.6 The parties acknowledge that this agreement was negotiated fairly.

## **6. VARIATION OF AGREEMENT**

This agreement may be varied where the employer agrees and the union party ratifies a variation in accordance with their ratification procedure as tabled in the agreed Code of Good Faith. Any agreed variation must be in writing and signed by the parties.

## **7. SUCCESSOR AGREEMENTS**

Agreements will be negotiated in accordance with the provisions of the Employment Relations Act 2000 and its amendments.

## **8. ACCESS TO WORKPLACE**

- 8.1 A representative of the union party to this agreement is entitled to enter the workplace as provided for under sections 19 to 25 of the Employment Relations Act 2000 for;
  - (a) purposes related to members employment or the union's business; to
  - (b) participate in bargaining for a collective agreement or deal with matters concerning the health and safety of union members; or
  - (c) monitor compliance with the operation of the agreement, or any Acts dealing with employment related rights of union members or to seek compliance with relevant requirements where non-compliance is detected.
- 8.2 The purposes related to a union's business include;
  - (a) to discuss union business with members;
  - (b) to seek to recruit employees as union members;
  - (c) to provide information on the union and union membership to any employee on the premises. .
- 8.3 A representative of the union may enter a workplace; if
  - (a) the representative believes, on reasonable grounds, that a member is working or normally works in the workplace; or;
  - (b) believes on reasonable grounds, that the union's membership rule covers an employee who is working or normally works in the workplace.
- 8.4 A representative of the union exercising the right to enter a workplace;
  - (a) may do so only at reasonable times during any period that an employee is working; and
  - (b) in a reasonable way, having regard to normal business operations; and
  - (c) comply with existing reasonable procedures and requirement applying in respect to the workplace that relate to health and safety or security.



(d) at the time of initial entry and, if requested by the employer or representative of the employer, at any time after entering the workplace, give the purpose of entry and produce evidence of identity and of their authority to represent the union.

8.5 A representative of the union exercising the right to enter a workplace;  
(a) is unable, despite reasonable efforts, to find the employer or representative,  
(b) the union representative must leave in a prominent place in the workplace a written statement; of  
(c) the identity of the person who entered the premises and the union, the date and time of entry and purpose(s) of entry.

8.6 Nothing in the above sub-clauses allows the employer to unreasonably deny a representative of the union access to the workplace.

8.7 A discussion in a workplace between an employee and a representative of the union, who is entitled under sections 20 and 21 of the Act to enter the workplace for the purpose of the discussion;  
➤ must not exceed a reasonable duration; and  
➤ is not to be treated as a union meeting for the purposes of section 26 Union Meeting of the Act  
The employer must not deduct from an employee's wages any amount in respect of the time the employee is engaged in a discussion referred to above.

8.8 No right of access shall be discussed or contested with the employer in the presence of the Dixon House patients or residents or members of the public on the premises.

## **9. OBLIGATIONS OF THE PARTIES**

9.1 The employer will meet all obligations it has to employees, subject always to the terms of this agreement.

9.2 Every employee covered by this agreement will diligently fulfill the responsibilities under their employment agreement and act in the best interests of Dixon House including respect for and observance of any relevant job description, policies and rules of the employer, not contrary to this agreement, that are in place from time to time and are provided for the employees.  
The Employer may issue or amend policies and procedures that will apply to its employees. The employee does have the right to make management decisions; and  
Consult with employees is often required, but it will not be necessary to gain their agreement before implementing proposed changes. It is a requirement that all employees have knowledge of Dixon House Policy and Procedures.  
Employers bound by this agreement will use their best endeavors to comply with all lawful and reasonable policies and procedures.

9.3 It is specifically recognized that the operations of Dixon House and the work of the employees are subject to various regulatory provisions which must be observed.

## **10. HOURS OF WORK**

10.1.1 Hours of employment for respective employees shall be determined by the employer in accordance with the following provisions:

10.1.2 The ordinary hours shall not exceed 40 hours in any one week to be worked in no more than five periods.  
Provided that an employee and the employer may agree, in writing, to vary the ordinary hours of work to accommodate personal circumstances.

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10.1.3 Ordinary hours shall be worked within a span of 12 hours from time of commencement. Where the ordinary hours of the employee are not continuous save for the periods of refreshment and meal breaks, the Broken Shift Allowance specified in Appendix 1 shall be paid.

10.1.4 Subject to the proviso in clause 10.1.1 of this clause, ordinary hours for each duty, shift or period of work will be a maximum of eight beyond which overtime will be paid.

10.1.5 Rostered days off shall be consecutive except by mutual agreement between the employer and the employee concerned.

10.1.6 Rosters will be available for employees, other than casuals, a fortnight in advance of their commencement. Once posted, rosters will not be changed without the agreement of the employees concerned with the changes.

10.1.7 Rostered ordinary duties shall be separated by a period of at least ten consecutive hours.

10.1.8 *All care staff employed at Dixon House, will be employed to work all shifts, Morning, Afternoon and Night shifts. (Need discussion. Problem with members, need to speak to Management to find compromise)*

10.1.9 Nurses will be required to follow a Rotation roster 4 on 2 off Mornings, Afternoon, and Night.

10.1.10 If the Employee is called in for un-rostered work, the Employee shall receive pay for a minimum of two hours.

## **10.2 PENALTY PAYMENTS RELATING TO ORDINARY HOURS**

10.2.1 Where an employee's whole ordinary duty falls within the hours of 9.00 pm on one day and 8.00 am the following day, they will be entitled to the appropriate night duty allowance specified in Appendix 1 hereof.

10.2.2 All time which is not overtime that is worked on any of the days on which the holidays provided in this agreement fall shall be paid at ordinary rate in addition.

## **10.3 OVERTIME**

10.3.1 Subject to the proviso in clause 10.1.1 overtime is time worked in excess of eight hours per day; or time worked in excess of 40 hours per week;

10.3.2 Overtime will be calculated on a daily basis.

10.3.3 Overtime will be paid at the rate of time and one half for the first three hours and double time thereafter. Provided that overtime that is worked on any of the days on which the holidays provided for in this agreement are observed shall be paid at double time.

10.3.4 No overtime shall arise out of an arrangement made between individual employees. All interchange of duties shall be subject to approval by the management.

10.3.5 When an employee works so much overtime between the ordinary hours of successive duties that they have not had a period off duty of at least eight hours, overtime shall be paid for all hours worked until a period of eight hours off duty is allowed. Provided that the above shall not apply to an employee rostered "on call" and entitled to the allowance specified in clause 12.8.1

## **10.4 MEAL AND REST BREAKS**

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10.4.1 An employee will not be required to work continuously for more than four and one half hours without an approved meal break of 30 minutes minimum.

10.4.2 An employee shall be entitled to a ten minute rest break, without deduction from pay, within each four hour work period.  
Provided that an employee may agree to combine rest breaks into one single break of twenty minutes. Tea, coffee, milk and sugar shall be provided by the employer.

10.4.3 Meal and rest breaks shall be allowed at times which enable work to proceed with minimum interruption and therefore may be varied as to timing or staggered amongst a work group as a supervisor may direct. Main meals can be supplied to staff but must be paid for to the facility Manager and at the discretion of the Main Cook that there is enough left over to make the meal up, after residents have had their meal.

10.4.4 Where an employee cannot be released for a meal break they shall be entitled to consume a meal during paid duty hours but shall remain responsible for matters requiring immediate attention.

10.4.5 Where an employee is required to work overtime in excess of one hour and such overtime extends over the employee's normal meal time, a meal allowance shall be paid at the rate in clause 12.8.1, or a meal shall be provided.  
Provided that for meals consumed by employees and provided by the employer at times other than as provided for in this clause, a deduction from the wages otherwise payable may be made at the rate prescribed in clause 12.8.1.

10.4.6. Notwithstanding the above provisions, an employee may agree to work a refreshment or meal interval or extend work periods before taking a refreshment or meal interval.

## **10.5 TIMEKEEPING**

10.5.1 Employees will maintain such time recording systems provided by the employer as may be necessary to accurately record hours worked and absences. This timesheet is a document and is the responsibility of the Employee to fill in accurately and timely before the pay period ends. The Employer has the right to contact any Employee who has failed to complete their timesheet accurately and each timesheet must be signed by the employee.

10.5.2 An employee who is aware they are to be, or will become unavoidably late or absent must notify their manager or a supervisor as soon as practicable.

## **11. DEFINITIONS**

11.1 **“Full Time Employees”** are those employees who are engaged to work for the full ordinary hours in each week or fortnight and are entitled to be paid the appropriate weekly or fortnightly wage.

11.2 **“Part Time Employees”** are employees regularly employed and paid at pro-rata the full time wage. A minimum payment of two hours for each day of engagement will be available.

11.3 **“Casual Employees”** are employees who are employed as required and not on a regular basis and are paid pro-rata the full time wage. A minimum payment of two hours for each day of engagement will be available.

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11.4 **“Week”** in the case of day workers shall mean the seven days computed from midnight to midnight covered by the pay week; in the case of night workers shall mean the seven days computed from noon to noon covered by the pay week.

b) **“Four on Four Off”** This is a classic continuous working pattern based on set hour shifts. Participants work for four consecutive set-hour shifts, followed by four consecutive days off, and then the working pattern continuously repeats 4 on 4 off.

c) **“Five on Three Off”** This is a classic continuous working pattern based on set hour shifts. Participants work for five consecutive set-hour shifts, followed by three consecutive days off, and then the working pattern continuously repeats 5 on 3 off.

11.5 **“Hourly Rate”** means 1/40th of the relevant weekly rate and “pro-rata the weekly rate” shall be a calculation based on the hourly rate.

11.6 **“Ordinary Hours”**, **“Duty”** or **“Shift”** shall have the same meaning being the time to be worked within the limit of daily hours on any day and is not overtime.

11.7 **“Night Shift”** means a duty or shift commencing at or after 23:00hrs and concluding at or before 08:00hrs on the following day.

**“Afternoon Shift”** means a duty or shift commencing at or after 14:45hrs and concluding at or before 23:15hrs.

**“Morning Shift”** means a duty or shift commencing at or after 06:45hrs and concluding at or before 15:15hrs.

11.8 **“On Call”** means a period when an employee is required to remain available to attend work during otherwise off-duty times.

11.9 **“Cook”** shall mean a employee wholly or substantially engaged in the preparation and cooking of meals.

11.10 **“Supervising Cook-Chef”** means the employee designated to supervise the work of the kitchen in addition to cooking responsibilities. Only one such employee shall be so designated in a kitchen. The cook employed as the Kitchen Manager and Facility Manger are the only authorized personnel approved to order and purchase supplies for the kitchen. Added (Other cooks are to be authorized by Facility Manger prior to ordering when kitchen manager is on leave)

11.11 **“Services Worker”** shall refer to an employee wholly or substantially engaged in general cleaning and domestic duties, laundry and sewing work, kitchen duties with limited or little cooking responsibility, porter/orderly duties, routine maintenance and other supportive duties or an employee carrying out routine maintenance. Can be up to seven days a week, these hours are flexible and agreed on between the employer and employee and may change due to demand/changes in circumstances at Dixon House. Eg. Weekend hours, infection control.

11.12 **“Care Support Staff”** Shall refer to an Employee as per the requisite position description providing person centred care to the resident in Dixon House. Looking at the “whole” person and be substantially engaged in assisting our residents in their activities of daily living, and such other attendant duties as required including aiding nurses in medical/nursing aspects of care.

11.14 **“Higher Duties”** Means if a Caregiver / Enrolled Nurse is required to work in a supervisory capacity with no cover from a Registered Nurse (i.e. Nurse on-call) they will be paid extra for the time that this situation

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occurs at the rate in clause 12.8.1. Only the staff member in charge of medications on that particular shift will be eligible for the extra allowance.

**“Team Leader”** means either an Enrolled Nurse or Senior Carer who assists the Registered Nurse on the morning shift. In the absence of a Registered Nurse on shift, the Enrolled Nurse will be delegated in charge for the shift. (The Ministry of Health must be informed of this on their Ministry of Health form number 31.) The Senior Caregiver will then be first assistance to the Enrolled Nurse leading and directing staff.

11.13 **“Enrolled Nurse”** is a nurse who is guided in their scope of practice by the rules and regulations of the New Zealand Nursing Council. The Enrolled Nurse works under the supervision of the Registered Nurse.

## **12. OCCUPATIONAL CLASSIFICATIONS AND DUTIES**

12.1 For the purposes of remuneration, employees shall be classified as above according to the duties to be wholly or substantially performed.

12.2 Notwithstanding their respective classification, the employee may be required to undertake any other duties within the classifications set out above that they are lawfully permitted to perform.

## **13. PAYMENT OF WAGES**

13.1 Wages will be paid fortnightly and credited to an account in the name of the employee no later than Wednesday in the week immediately following the end of the pay period.

13.2 Employees will be provided with a wages slip detailing the calculations of their earnings and deductions made.

13.3 In event of an employee being discharged or leaving having given the required period of notice, wages due shall be paid on the last day of work; except where an employee is discharged or terminates after cessation of normal office hours, the employee shall be paid the morning next when office hours resume; or alternatively, the wages shall by arrangement, be remitted to the person by cheque or credit to their bank account.

13.3.1 Provided further that should the employee terminate without having given the required period of notice, the employer shall, within three bank working days from the completion of the service, pay the wages due, subject to clause 12.1.4 of this clause.

13.4 The payment of final wages on termination, with the exception of holiday pay owing to the employee, is subject to the employee returning all keys, uniforms and equipment items in their possession supplied by Dixon House.

## **14. DEDUCTION FROM WAGES**

14.1 Subject to the provisions of this agreement, deductions may be made from the wages due to an employee for time lost through sickness, accident, absence, default or incorrect overpayment. Provided, in the case of incorrect overpayment, the employee shall agree beforehand as to the amount and intended method of recovery. Deductions arising from such circumstances occurring in one pay period may be made from subsequent pay periods.

14.2 An employee and the employer may agree in writing that deductions for any purpose may be made.

14.3 Notwithstanding the provisions of clause 14.1 above, the employer may deduct from final wages the residual value of unreturned uniform items provided in such cases any identifications is first removed where considered necessary.

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14.3.1 For the purpose of calculating the value of unreturned items at termination, the initial value shall be reduced by 1/12th for each complete month which has elapsed since time of issue to account for fair wear and tear. This formula will also apply to uniform allowance paid in advance.

14.4 The employer shall deduct and remit union fees to the union each fortnightly pay period.

## 15. WAGE AND TIME RECORDS

15.1 The employer shall at all times keep a record (called the wages and time record) showing, each employees;

- The name of the employee;
- The employee's age, if under 18 years of age;
- The employee's postal address;
- The kind of work the employee is usually employed on;
- Whether covered by this collective agreement;
- Title and expiry date of this agreement and the employee's classification under it;

For the purpose of calculating an employee's pay, the hours between which the employee is employed on each day, and the days of employment during each pay period:

- the wages paid to the employee each pay period and method of calculation;
- particulars of any work for which a special rate is provided;
- details of employment relations education leave taken.

15.2 Such wages and time records, together with the details of the calculation of each employee's wages shall be available immediately for inspection by each respective employee or the union.

Pay shall be calculated each fortnight to 2400hours on Monday and paid by 1600hrs on the following Wednesday (or preceding banking day if a Public Holiday) by direct credit to a bank account nominated by the Employee.

The Employer shall provide the Employee with written details of how the pay for each period is made up.

## 16. QUALIFICATIONS

"Qualifications" are those recognized by NZQA.

## 17. REGISTRATION FEES

The employer shall pay the annual registration fee for Enrolled Nurses

## 18. ALLOWANCES

Broken Shift/Duty	\$7.47 per shift/duty
Night Shift/Duty	\$10.30 per shift/duty
On-Call Allowance	\$25.77 for week or \$5.21 for a day

## 19. PROGRESSION

Appointment to a position on the relevant scale will be at the discretion of the employer.

Progression through the wage scale shall be one step at the completion of the first year of service, and thereafter one step on the completion of every two years of service.



## **20. STAFF EDUCATION**

20.1 All staff are required to attend all compulsory training/education sessions each year. If staff are not already rostered to work during the training sessions and are required to attend compulsory in-house staff education, they will receive payment of a minimum of one hour at their usual hourly base rate. The Employee shall receive payment for training for each session in their current fortnightly pay period.

20.2 The year is effective from 1 January to 31 December and is subject to normal deduction of PAYE tax

20.3 If the Employer's contract(s) with the Ministry of Health (or its replacement) requires in the future greater attendance hours at Employee training/education sessions, this increase automatically applies under this Agreement from the date the Ministry of Health (or its replacement) requirement becomes effective.

## **21. STAFF AMENITIES**

21.1 *Suitable facilities for changing shall be provided.*

21.2 *A secure cupboard for safekeeping of employee's personal belongings while on duty shall be available. (what is available and what it stated may need to be considered)*

## **22. MEALS SUPPLIED**

22.1 The employer will provide a substantial meal for night staff only when there is only two staff employed on shift and cannot be released for their meal break.  
and where an employee is working overtime and cannot be released for their meal break.

22.2 Tea, coffee, milk and sugar shall be available at rest and meal times without charge to employees.

## **23. UNIFORMS AND CLOTHING**

23.1 Clothing will be provided by the employer to be worn at all times whilst on duty. If an employee does not wear the clothing provided without a sound reason they will be required to go home and come back to work suitably attired before work commences.

23.2 Clothing will be replaced on a "fair wear and tear" basis, new employees will be issued clothing after 3 months employment.

23.3 Protective clothing and gloves shall be made available as necessary if the nature of the work so requires.

23.4 Unserviceable items must be returned to Dixon House prior to the issue of a replacement item.

23.5 The employee is obliged to wear footwear appropriate to the tasks being carried out.  
Provided that the employer shall comply with the Health and Safety Act and provide appropriate safety footwear in hazardous areas such as kitchens.

## **24. PUBLIC HOLIDAYS**

24.1 Public holidays will be allowed in accordance with the Holidays Act 2003 and the Holidays Amendment Act 2004.

The recognized Public Holidays are:-

- New Year's Day
- Day following New Year's Day

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- Anniversary Day
- Waitangi Day
- Good Friday
- Easter Monday
- Anzac Day
- King's Birthday
- Labour Day
- Christmas Day
- Boxing Day
- Matariki Day

24.2 Employees are entitled to a paid day off when a Public Holiday would otherwise be a working day for them; and if an employee does not work they shall be entitled to their relevant daily pay for the day.

24.3 If an employee works on any recognized Public Holiday that would otherwise be a working day for them they shall be entitled to their relevant daily pay for the day and in addition shall receive time one half for each ordinary hour worked (except where an employee works on the observance day of Christmas Day and New Years Day they shall be paid at double the relevant daily pay for the day) and employees shall be entitled to an alternative holiday (lieu day), on their relevant daily pay for the day (to be taken within twelve months) on a date mutually agreed with the employer.

24.4 If the alternative holiday (lieu day) has not been taken within the twelve months, the employer and employee can agree to replace the holiday with a payment.

24.5 There is no entitlement to an alternative holiday (lieu day) where an employee works on a Public Holiday that is not otherwise a working day (except where the employee works in accordance with their employment agreement on any part of that day).

24.6 If Christmas Day, Boxing Day, New Year's Day and the Day following New Year's Day falls on a weekend and an employee does not normally work on the weekend, the holiday is transferred to the following Monday or Tuesday; and

24.7 If the holiday falls on a Saturday or Sunday and an employee normally works on that day, the holiday is observed on that day and the employee is entitled to that day off on pay.

24.8 If Waitangi Day or ANZAC Day fall on a weekend an employee who does not normally work on the weekend has no entitlement to payment for the day.

24.9 All other Public Holidays are observed on the day on which they fall.

24.10 All overtime worked on a Public Holiday shall be paid for at double an employees relevant daily rate for each hour worked.

24.11 Where an employee is scheduled to work and is sick or bereaved on a public holiday that day is to be treated as an unworked public holiday.

## 25. ANNUAL LEAVE

25.1 Employees shall be allowed three (4) weeks (after next anniversary 1 April 2007 but protect those with five years service) Annual Holiday for each complete year of current continuous service with the employer which shall be allowed and paid for in terms of the Holidays Act 2003 and the Holidays Amendment Act 2004.

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25.2 Annual holiday pay must be for the agreed portion of holiday entitlement and at a rate that is based on the greater of either the employees ordinary weekly pay as at the beginning of the holiday 'or' the employees average weekly earnings for the 12 months immediately before the end of the last pay period before the annual holiday. The employer must pay an employee for an annual holiday before the holiday is taken, unless agreed otherwise.

25.3 The employer must allow an employee to take annual holidays within 12 months after the date on which their entitlement to the holiday arose and if the employee elects to do so at least 2 weeks in a continuous period. Annual holidays are to be taken by the employee at a time mutually agreed between the employer and employee and the employer must not unreasonably withhold consent to any employees request to take annual holidays

25.4 Employees who have entitlements to annual leave greater than as provided for in this agreement as at the date of it coming into effect shall not have their current entitlements reduced while continuing in their current employment.

25.5 An employee required to work a permanent night shift on an average of three days per week per year shall be granted an extra 2 days annual leave per year.

## **26. LONG SERVICE LEAVE**

26.1 An employee shall be entitled to special holidays as follows:

26.2 Dixie Day Leave has been grandfathered and will no longer exist in agreement with Etū and the Employer Dixon House. Dixie Days apply to Karen Wilson, Karen Harvey, Colette Bedggood, Tom Ryall, Judy Clark.

26.2 Nurses Only, After eight years of continuous service with the Employer, the Employee shall be entitled to a one-off additional holiday of one week only.

26.3 One special holiday of two weeks after the completion of 15 years and before the completion of 17 years of current continuous service with Dixon House.

26.4 One special holiday of two weeks after the completion of 20 years and before the completion of 22 years of current continuous service with Dixon House.

26.5 One special holiday of three weeks after the completion of 25 years and before the completion of 27 years current continuous service with Dixon House.

26.6 All such special holidays provided for in this clause shall be on ordinary pay as defined by the Holidays Act 2003 and may be taken in one or more periods and at such time or times as may be agreed by Dixon House and the employee.

26.7 If an employee, having become entitled to a special holiday, leaves their employment before such holiday has been taken, they shall be paid in lieu thereof.

26.8 The employer and an employee may agree that the employee be paid in lieu of the holiday rather than take the holiday.

## **27. BEREAVEMENT LEAVE**

*Mr  
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27.1 An employee shall be entitled to a maximum of three days bereavement leave (which need not be taken immediately or on consecutive days), on their relevant daily pay for the day, on each occasion and on the production of satisfactory evidence of the death of the employees spouse, father, mother, brother, sister or child, mother-in-law, father-in-law, grandparent, grandchild or the spouse of any of the foregoing.

27.2 In the event of a death occurring of any other person with whom the employee had a close relationship, an employee may be entitled to time off, if the employer accepts, having regard to relevant factors such as;

- the closeness of the association between the employee and the deceased person;
- whether the employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death;
- any cultural responsibilities of the employee in relation to the death;

of one day on their relevant daily pay for the day, in order to pay their respects to the deceased person.

27.3 Subject to the employee making application, the employer may agree to grant unpaid leave in order to accommodate various special bereavement needs not recognised in the above provisions.

**28. SICK LEAVE AND DOMESTIC LEAVE**

28.1 On completion of six months current continuous employment with the employer an employee shall be entitled to ten days' sick leave on their relevant daily pay for the day.

On completion of a twelve month period of continuous employment, an additional ten days' on their relevant daily pay for the day; and for each subsequent 12 months of current continuous employment

28.2 An employee shall be entitled to up to five days additional leave on pay in any one year subject to the approval of the manager, however this additional five days shall not accumulate in accordance with clause 30.3.

28.3 Sick leave shall accumulate to the equivalent of 50 days relevant daily pay by carrying forward from one year to another any unused accumulated benefit of up to 40 days.

28.4 An employee may take sick leave if;

- the employee is sick or injured; or
- the employees spouse is sick or injured; or
- a person who depends on the employee for care is sick or injured.

28.5 The employee shall ensure that notice is given to the employer as soon as practicable on the first day of absence due to sickness or injury.

28.6 The employer may require an employee to produce proof of sickness or injury (such as a medical certificate) within the three consecutive calendar days limitation if;

- the employer has reasonable grounds to suspect that the leave is not genuine;
- the employer informs the employee of the requirement to provide the proof as soon as possible after forming the suspicion; and
- the employer agrees to meet the employees expenses in obtaining the proof.

28.7 In the event of extended illness the method of payment of accumulated sick pay may be varied by agreement between the employee and the employer: Provided that the equivalent time in hours of the amount paid shall be deducted from an employee's sick leave entitlement.

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28.8 Employees who are unable to work because of non-work related illness or injury shall, in the first week following the illness or injury be entitled to up to 5 (five) days sick leave at their relevant daily rate of pay.

**29. PARENTAL LEAVE**

Employees are entitled to Parental Leave (including maternity and paternity leave) in accordance with the Parental Leave and Employment Protection Act 1987 and any Legislative Amendments.

**30. FAMILY VIOLENCE**

30.1 Family violence may impact on an employee's attendance or performance at work. Family violence means domestic violence as defined by s2 of the Domestic Violence Act 1995.

30.2 The Employer will support staff experiencing family violence. This support includes:

- For those experiencing family violence, up to 10 days of paid leave in any calendar year to be used for medical appointments, legal proceedings and other activities related to family violence. This leave is in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- To support safety planning and avoidance of harassing contact, the (employer) will approve any reasonable request from an employee experiencing family violence for:
- changes to their span or pattern of working hours, location of work or duties;
- a change to their work telephone number or email address; and
- any other appropriate measure including those available under existing provisions for flexible work arrangements

30.3 An employee who supports a person experiencing family violence may take domestic leave to accompany them to court, to hospital, or to mind children.

30.4 All personal information concerning family violence will be kept confidential and will not be kept on the employee's personnel file without their agreement.

30.5 Proof of family violence may be requested and can be in the agreed form of a document from the Police, a health professional or a family violence support service.

**31. JURY SERVICE**

31.1 Where an employee is obliged to undertake any jury service, 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 the employee produces the Court Expenses voucher to the employer and returns to work immediately on any day they are not actually serving on a jury.

31.2 The payments shall be made for up to a maximum of five ordinary working days in respect of each separate period of jury service.

**32. STUDY LEAVE**

The parties to this agreement record their intention that staff be given reasonable opportunity to undertake courses of study or training relevant to their employment. Leave, with or without payment, may be approved as deemed appropriate by the employer.

**33. EMPLOYMENT RELATIONS EDUCATION LEAVE**

33.1 In accordance with the Employment Relations Act 2000 and it's amendments and stated objects to provide paid leave to certain employees to increase their knowledge about employment relations the following provisions apply:

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33.2 Eligible employee means;

- an employee who is employed by the employer bound by a collective agreement; or
- bargaining for a collective agreement that has been initiated; and
- who is a member of the union party to the agreement or the bargaining; and
- who is bound by the agreement or would be by the agreement being bargained for; and
- includes a member of the union; and
- who is bound by a contract that continues in force under s1243

33.3 Specified date means:

- the term of this agreement

33.4 Employment relations education means;

- employment relations education approved by the Minister or by delegated power to one or more persons.
- the union is entitled to allocate employment relations education leave to eligible employees in accordance with:
- in respect of the employer, based on the number of full-time equivalent eligible employees employed as at the specified date in the year; being:
- full-time equivalent employees maximum 3 days
- full-time equivalent employees maximum 5 days
- full-time equivalent employees 1 day per 8 full-time
- a full-time equivalent employee is an employee who normally works more than 30 hours per week; and
- an employee who works less than 30 hours per week shall be counted as one-half

33.5 The union must notify the employer of the maximum number of days of employment relations education leave calculated and the details of the calculation within 1 month after the specified date in each year prior to calculating.

- If the union fails to notify, the union will forfeit one-twelfth of the leave for each complete month that the failure continues.

33.6 The union will allocate leave to an eligible employee by giving a notice to the employee, and a copy to the employer, that inform:

- the union allocated leave to the employee; and
- the number of days allocated to the employee; and
- that the employee must take the leave by the end of the year allocated

33.7 The allocation of leave does not, of itself, entitle the employee to take the leave.

33.8 The eligible employee proposing to take employment relations education leave must tell their employer;

- that they propose to take the leave; and
- the dates on which they propose to take the leave; and
- the employment relations education that they propose to undertake during that leave

33.9 An employee must not take the leave unless clause 34.7 has been complied with and no later than 14 days before the first day of such leave.

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33.10 The employer may refuse to allow leave, if satisfied, on reasonable grounds, that leave on the notified dates would unreasonably disrupt the employer's business.

33.11 The employer must pay an eligible employee their ordinary pay for every day or part of a day taken as employment relations education leave.

#### **34. HEALTH AND SAFETY**

34.1 The employer shall be responsible for providing a safe and healthy working environment that complies with the Health and Safety in Employment Act 1992 and shall take all practicable steps to:

- ensure employees are safe while at work;
- identify all hazards in the workplace;
- eliminate, isolate or minimise employees' exposure to significant identified hazards;
- involve employees in the development of procedures;
- train all employees to work safely;
- take all practicable steps to ensure that while employees are at work they do not harm other people.

34.2 It shall be the responsibility of every employee covered by this agreement to work safely so as not to endanger themselves, other employees or property of the employer. Employees are also required to follow all safety policy and procedural instructions including the reporting of any hazards, accidents or injuries immediately to their employer.

34.3 As soon as practicable after commencing work an employee shall be advised of safety procedures specific to the workplace with particular attention to health hazards likely to be met in their day to day work.

#### **35. SEXUAL / RACIAL HARASSMENT**

35.1 The parties to this agreement acknowledge that sexual/racial harassment in the workplace is totally unacceptable.

35.2 Where a claim of sexual/racial harassment falls within the definition under clause 44 Dispute Resolution Process of this agreement, the provisions of that clause may be applied.

35.3 Where the matter is of a sufficiently serious nature as to constitute unlawful sexual/racial discrimination within the terms of section 62 of the Human Rights Act 1983, the Human Rights Commission may have jurisdiction to investigate the matter.

#### **36. THE PRIVACY ACT 1993**

36.1 The parties to this agreement acknowledge the established principles of the Privacy Act 1993 relating to the collection, use and disclosure of information relating to individuals, and the access of those individuals to information relating to them.

36.2 The employer shall not divulge or communicate any confidential information relating to an employee other than to a person lawfully authorised to receive such information.

36.3 An employee shall not divulge or communicate any confidential information of the employer, or of individuals in the employer's care, except to such persons or agencies lawfully entitled to receive such information.

#### **37. DISCIPLINARY PROCEDURES**

37.1 Dixon House shall follow the procedure set out in this clause in any case of alleged misconduct, serious misconduct or unsatisfactory performance which may lead to disciplinary action being taken.

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37.2 **Investigation**

Prior to taking disciplinary action the employer shall in every situation:

- meet with the employee to discuss the situation and allow the employee the opportunity to explain the situation.
- investigate the situation, if necessary, taking into account the employee's response.

37.3 If, following the investigation, the employer considers the employee's actions warrant disciplinary action the employer shall follow the appropriate procedure set out in this clause.

38.4 The employer may suspend an employee on pay during any investigation in accordance with the clause.

37.5 **Misconduct/Unsatisfactory Performance**

Where the employer considers that the employee's actions constitute misconduct or the employee's performance is unsatisfactory the employer shall follow the procedure set out below:

37.6 On the occasion of the first warning the employee shall be advised of:

- the aspect of the behavior or performance which is unsatisfactory
- the consequences of continuing unsatisfactory behavior or performance (on-going employment will be in jeopardy)
- the actions to take to correct the problem, if applicable.

37.7 The details of the first warning shall be confirmed in writing.

37.8 On the occasion of the second warning the procedure shall follow the manner of the first warning but in addition the employee shall be advised that continuing unsatisfactory performance or conduct may result in dismissal.

37.9 The details of the second warning shall be confirmed in writing by the employer.

37.10 On the occasion of a third offence or continuing unsatisfactory performance the employer may terminate the employee's employment by the giving of the required notice, or pay in lieu thereof.

37.11 **Serious Misconduct**

An employee may be dismissed without notice or payment in lieu thereof for serious misconduct in accordance with the provisions of this clause.

37.12 The employee shall be informed of the outcome of the employer's investigation in accordance with clause 38.2 of this clause.

37.13 In circumstances where the employer considers the employees' actions amount to serious misconduct the employee may be terminated without notice.

37.14 Advice of dismissal shall be given by a senior representative of Dixon House and shall be given in the presence of a witness.

37.15 The dismissal shall be confirmed in writing:

37.16 **Witness/Representative**

Where any warning process is undertaken or a dismissal is actioned, the employee may request that another person be present or act as a representative.

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37.17 The unavailability of a particular person shall not be used to frustrate the employer's right to proceed as necessary.

### **38. TERMINATION**

38.1 Other than in the case of casual employees either the employee or the employer may terminate the employment by giving the other two week's notice unless a lesser period is agreed in writing.

38.2 Payment may be made in lieu of notice or two week's wages be forfeited as the case may be (or such lesser period as has been agreed).

38.3 The amount of payment made in lieu of notice or to be forfeited shall be the ordinary wages that would otherwise have been earned in the two week immediately following the termination in terms of clause 27.2 above.

38.4 Casual employees may terminate, or be terminated, with one hour's notice.

38.5 Notwithstanding the above, dismissal without notice or payment may occur in the case of serious misconduct subject to the provisions of clause 26.6 of this agreement.

38.6 Similarly, an employee may terminate their service without notice or forfeiture of wages in the event of serious misconduct of the employer.

### **39. EMPLOYEE PROTECTION PROVISION AND REDUNDANCY**

#### **39.1 Objects**

The objects of this clause is to provide protection to employees if the employer restructures its business so that their work is to be performed for a new employer and, to this end, to require the employment agreement to contain employee protection provisions relating to negotiations, between the employer about the transfer of affected employees to the new employer.

#### **39.2 Interpretation**

Employee protection provision means a provision –

- (a) the purpose of which is to provide protection for the employment of affected employees if the employer's business is restructured; and
- (b) that includes –
  - (i) a process that the employer must follow in negotiating with a new employer about the restructuring to the extent that it relates to affected employees; and
  - (ii) the matters relating to the affected employees' employment that the employer will negotiate with the new employer, including whether the affected employees will transfer to the new employer on the same terms and conditions of employment; and
  - (iii) the process to be followed at the time of the restructuring to determine what entitlements, if any, are available for employees who do not transfer to the new employer.

#### **39.3 New Employer**

In relation to the restructuring of the employer's business, means the person –

- (a) who undertakes, or proposes to undertake, the employer's business (or part of it) for the employer; or
- (b) to whom the employer's business (or part of it) is, or is to be, sold or transferred

#### **39.4 Restructuring**

In relation to the employers business –

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- (a) means –
  - (i) entering into a contract or arrangement under which the employers business (or part of it) is undertaken for the employer by another person; or
  - selling or transferring the employers business (or part of it) to another person; but
- (b) to avoid doubt, does not include –
  - (i) the termination of a contract or arrangement under which the employer carried out work on behalf of another person; but
  - (ii) in the case of an employer that is a company, the sale or transfer of any or all the shares in the company; or
  - (iii) any contract, arrangement, sale, or transfer entered into, made, or concluded while the employer is adjudged bankrupt or in receivership or liquidation.

39.5 **Affected Employee** –

An employee is an affected employee if –

- (a) the business of the employees employer is being, or is proposed to be restructured; and
- (b) as a result, the employee is, or will be, no longer be required by their employer to perform the work performed by the employee; and
- (c) the type of work performed by the employee (or work that is substantially similar) is, or is to be, performed by employees of the new employer.

39.6 **Affected employee may choose whether to transfer to new employer**

If the employer, in relation to the restructuring of their business, arranges for an affected employee to transfer to the new employer, the affected employee may –

- (a) choose to transfer to the new employer; or
- (b) choose not to transfer to the new employer; or
- (c) bargain with their employer for alternative arrangements which shall be recorded in writing and the employee may elect not to transfer to the new employer

39.7 The employer shall advise the employee and the union of any impending redundancy situation prior to the issuing of notice of termination to the affected employee. Such notice shall not be less than three months prior to the actual date of termination

39.8 Notwithstanding the provisions of this clause, in the event of a redundancy situation employees other than casual employees shall be entitled to receive four week's notice of termination or be otherwise compensated by payment in lieu for any balance when the period of notice is less than four weeks.

39.9 The employee shall be obliged to work out the notice period except that should they obtain alternative employment that would require a commencement date earlier than the expiry of the notice period, the employee and the employer may agree to waive the remaining period of employment or part of. The employer's consent should not be unreasonably withheld in such cases.

39.10 For the purpose of this agreement 'redundancy' shall be deemed to have the same meaning as is provided in Section 54(3)(a)(ii) of the Employment Relations Act 2000 and Part 6A Continuity of employment if employer's business restructured of the Employment Relations Amendment Act (No2) 2004.

39.11 The employer shall not be required to pay redundancy compensation by reason of the lease, sale or transfer of the employers business where;

- (a) employees have been offered employment by the person acquiring the business and the employees' service with the employer is to be treated as continuous for the purpose of the new position.

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(b) the conditions of employment offered are not less favourable than the existing conditions, including service related conditions and redundancy entitlement.

39.12 The amount of redundancy compensation shall be calculated on the following basis.

(a) redundancy compensation shall only be paid to permanent employees with a minimum continuous service of 6 months of:

- 6 percent of the average wage for the preceding 12 months, or part thereof for employees with less than 12 months' service; and
- 2 percent of the average wage for the preceding 12 months multiplied by the number of years of service, minus one up to a maximum of 19 years.

Nurses Only: The amount of redundancy compensation shall be calculated to a maximum of 20 years.

#### 40. ABANDONMENT OF EMPLOYMENT

Where an employee absents themselves from work for a continuous period exceeding three days without the consent of the employer or without notification to the employer, they shall be deemed to have terminated her/his employment.

#### 41. CERTIFICATE OF SERVICE

Upon termination of employment the employer, on request, shall provide the employee with a certificate of service stating dates and the capacity(ies) of the employment.

#### 42. UNION MEETINGS

42.1 The union shall be entitled to hold two paid stop work meetings on ordinary pay per calendar year; each such meeting to be of no more than two hours duration.

42.2 The union shall give at least 14 days' notice of it's intention to hold such a meeting. The date, time and place of the meeting shall be arranged as agreed to between the employer and the union.

42.3 Work, where appropriate, is to resume immediately on conclusion of the meeting.

42.4 Only those employees attending the meeting and who would otherwise have been working shall be paid and evidence of attendance shall be provided to the employer by the union.

42.5 Suitable arrangements shall be made for the maintenance of essential services

42.6 Representatives of the union shall be granted paid leave of absence to attend to the business of delegates meetings on due notice being given to the employer.

42.7 The employer undertakes to pay union representatives carrying out requested business on their behalf.

42.8 Employees who at a specific request take part in the inspection of any serious incident shall be paid their normal pay. Representatives of the union shall be notified of any serious incident as soon as possible and shall be entitled to accompany the employer to visit the scene of the incident.

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42.9 Paid union meetings will be held every month for alternate shifts, where possible these meetings will be held at shift change. Employees who attend will be paid for time at meeting and a list of attendance shall be provided to the company.

42.10 Employee representatives may enter the employer property to interview any member during working hours. The representatives must make their presence known to management and identification shall be provided if requested by the employer management.

### **43. DISPUTE RESOLUTION PROCESS**

43.1 If employment problems do arise, employers and employees should try to solve the problems themselves. This will save time and help preserve the working relationship.

43.2 Be clear about and check the facts – clarify what the problem is and make sure there really is a problem and that you have not assumed or misunderstood something.

43.3 Talk to each other – employers and employees should try to resolve the problem by discussing it with each other as both parties have a responsibility to do so. Union members can ask their union and employers can ask their representatives to approach the other party for them.

43.4 Clarify whether you still have a problem and if so what it is – discuss the problem with advisers and find out what your employment agreement says and/or what the law is.

43.5 What are the next steps – if the problem is not resolved by discussion, either party may:

- Contact Employment Relations Infoline for information or a referral to mediation
- Participate in mediation provided by the Employment Relations Service or by agreement with your own mediator
- Choose to have the mediator provided decide the matter for you, and that decision will be binding on the parties
- Take the problem to the Employment Relations Authority for a decision. If not satisfied with the decision of the Authority go to the Employment Court for a judicial hearing.

43.6 In any workplace problem, employers and employees have the right to be represented by any person or organization they choose, such as a union or employer's association.

43.7 Taking things further – dismissal or unfair treatment – Personal Grievances:

43.8 The Employment Relations Act gives all employees the right to pursue a personal grievance if they think they have been;

- Unjustifiably dismissed
- Disadvantaged by an unjustifiable action by their employer
- Discriminated against on the basis of their colour, race, ethnic or national origins, sex, marital or family status, age, disability, religious or ethical belief, political opinion, employment status, sexual orientation, or involvement in union activities
- Sexually or racially harassed at work
- Subjected to duress because of their membership or non-membership of a union

43.9 Employees or their representatives must raise their personal grievance with the employer and say they want something done about it within 90 days of the action complained of, or the date they became aware of it whichever is the later.

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43.10 If the employer is not told about the grievance within 90 days, the employer need not consider it unless the Employment Relations Authority accepts that the delay was caused by exceptional circumstances.

43.11 Employees who have been dismissed, or their representatives can ask the employer for a written statement of the reasons for the dismissal within 60 days after the dismissal or after the date they became aware of it. The employer must give the statement on request within 14 days of being asked.

43.12 Employees can choose either the Employment Relations Authority or the Human Rights Act 1993, but not both procedures, to pursue personal grievances in instances of discrimination, sexual or racial harassment.

43.13 Rights under employment agreements  
If employers and employees believe that their employment agreement has been breached or changed without their agreement, they should ensure that all parties know about the problem and follow the steps for problem solving.

43.14 If the problem solving steps do not work the following actions can be taken:

- If there is disagreement about what the agreement means, or how it should be applied or operated, an approach can be made to the Employment Relations Authority for a decision.
- If there is no disagreement about what the agreement says, one party can ask the Employment Relations Authority to order the other party to keep to the agreement.
- If one party believes the other party has breached the agreement, that party can ask the Employment Relations Authority to deal with the breach.

43.15 Breach of employment law  
If an employer has breached any law affecting the employment relationship, employees should follow the steps for resolving workplace problems.

If that does not work, employees or unions can:

- Apply to the Employment Relations Authority for a compliance order if it is believed that the employer has breached the Employment Relations Act in relation to such matters as union access to workplaces, union meetings, informing new employees about their rights, providing reasons for dismissals, getting the work of striking workers done by other workers, keeping time and wages records or obligations to deal with each other in good faith.
- Apply to the Employment Relations Authority for a penalty action if it is believed that the employer has breached the Act in relation to any of the above matters except good faith or providing reasons for dismissal.

**44. GENERAL**

44.1 The Employee and the Employer agree that any prior agreements between them relating to the terms and conditions of employment shall be cancelled as from the commencement date of the agreement, which replaces any previous employment contracts or agreements. The coming into force of this Agreement will not reduce any wages or conditions that the Employee is currently entitled to.

44.2 To ensure clarity of intent, it is agreed between the parties that only service in Dixon House Rest Home direct employment shall be recognized in connection with any service-related terms and conditions as may be provided for in this Agreement.

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44.3 All Employer policies, rules, handbooks and manuals relating to the Employer are recognized by the Employee as being part of the management requisites of the business and they will be brought to the attention of Employee who will acknowledge having read and understood them.

44.4 The parties agree to comply with all relevant provision of the Injury Prevention, Rehabilitation and Compensation Act 2001 and any relevant regulations and subsequent amendments to this legislation.

44.5 Both the Employer and the Employee will comply with the provisions of the Smoke-free Environments Act 1990 and any regulations and amendments to this legislation.

44.6 The Employee agrees that during his/her employment with the Employer, that he/she will not set up or engage in private business or undertake other employment in direct or indirect competition with the Employer. However, the Employee may undertake other employment during their own time, which does not interfere or conflict with their employment with the Employer.

44.7 Any patient or resident list, agreements or other confidential information that the Employee may have some input into during their employment shall be the absolute property of the Employer and shall not be disclosed or used by the Employee for any purpose other than for the benefit of the Employer.

#### 45. UNION FEE DEDUCTIONS

45.1 Upon written request from the union the employer shall provide within 30 days a list of members' names, addresses, and classifications of employees coming within the scope of this agreement; provided such requests shall not be made at intervals shorter than six months.

45.2 The employer shall deduct fees from wages of members of the union party to this agreement and shall remit them, together with a list of employees from whom deductions were made, to the appropriate union officers at regular monthly intervals; provided that union fee deductions have been authorised in writing by the employees concerned.

#### 46. WAGE AND TIME RECORDS

The employer parties, when requested by an authorised officer of the union will provide access to or a copy of an extract from all or any part of the wage and time records relating to the employment of those employees who are members of the union.

#### 47. WORKPLACE REPRESENTATION

47.1 The parties will recognize union representatives as the elected representative of union members within the workforce.

47.2 The parties shall allow union representatives without loss of earnings, the necessary time during working hours to interview the company or its representative(s) on matters affecting the employees represented by such union representative(s) provided that:

47.3 Consideration is given to operational production requirements before scheduling meetings and;

47.4 No union representative shall be permitted to leave their job or place of work without first obtaining the authorization of his/her immediate supervisor and;

47.5 Absence from the job shall be for the period necessary for the purpose as identified by the employee and as agreed between the Manager or his/her delegate and the union representative(s) and;

47.6 Upon a return to the job, the union representatives supply the Manager (or their designate) or delegate a verbal account of the result of the discussion in relation to which each union representative has absented himself or herself from the job.



47.7 The Parties will recognize any employee appointed by the union within the coverage of this Agreement, to represent the union on a district or national basis.

**48. EMPLOYMENT RELATIONS EDUCATION LEAVE**

48.1 The employer agrees to provide employment relations education leave in accordance with the Employment Relations Act and its amendments. In summary this includes:

48.2 The union is entitled to allocate to eligible employees in the workplaces of the employer a maximum of five days employer paid employment relations education leave for an individual in a calendar year subject to the following formula for determining overall leave entitlement.

48.3 The formula below is based on the number of full-time equivalent (FTE) union members as at 1 March in each year this agreement applies. A full-time union member works 30 hours or more during a week and is counted as 1. A part-time union member works less than 30 hours per week, and counts as one half member for the purposes of calculating the overall FTE figure

Full-time equivalent employees as at 1 March in each calendar year this agreement applies	Maximum number of days of employment relations education leave that the union entitled to allocate
1-5	3
6-50	5
51-280	1 day for every 8 full-time equivalent union members or part of that number
281 or more	35 days plus 5 days for every 100 full-time equivalent union members or part of that number that exceeds 280

48.4 Not less than two week's notice of a projected course and its agenda shall be given to the employer,

48.5 The employer's consent shall not be unreasonably withheld without taking into account disruptions to the employer's business.

48.6 Time off shall be paid at the rate of their relevant daily pay.

48.7 In approving attendance at delegate's training courses, the employer shall not be liable for costs associated with the training leave.

**49. COPY OF AGREEMENT**

49.1 Upon request, the Employer shall provide the Employee with a copy of this Agreement as soon as practicable.

**50. WAGES**

50.1 Pay rates listed are minimum ordinary hourly rates.

LAUNDRY	1.4.25
Step 1	\$24.56
Step 2 2 years service	\$24.76

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<b>KITCHEN ASSISTANTS</b>	
Step 1	\$24.56
Step 2 2 years service	\$24.76
<b>CLEANERS</b>	
Step 1	\$24.56
Step 2 2 years service	\$24.76
<b>COOKS</b>	
Step 1	\$25.59
Step 2 2 years service	\$25.79
<b>SENIOR COOKS</b>	
Step 1	\$26.62
Step 2 2 years service	\$26.82
<b>CLERICAL</b>	
Step 1	\$24.56
Step 2 2 years service	\$24.76
<b>SENIOR ADMINISTRATION</b>	
Step 1	\$26.62
Step 2 2 years service	\$26.82

**This Is a Base Rate Document and Hourly Rates Will Be Advised Individually.**

## **50.2 1 July 2017 Translation for Existing Care and Support Workers**

You, (and all other workers employed before 1 July 2017) will continue to move up the pay scale based on the most advantageous option of years of service or NZQA qualification. However, if you do not have 12 years by the 1 July 2017 you will need to gain a level 4 qualification to move onto Level 4 pay scale.

**Workers employed after 1 July 2017 will progress up the scale based on qualifications only.**

Step					
1	\$25.56				
2	\$27.16				
3	\$28.97				
4	\$29.50				
5	\$30.39				

All existing workers who reach 12 years current continuous service with their employer after 1 July 2017 and who have not achieved a Level 4 Certificate will move onto the following rates:

The parties agree that any increase in Care and Support rates shall be passed on to Etū members.

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Enrolled Nurses	
Step 1	\$30.19
Step 2	\$31.59
Step 3	\$34.06
Step 4	\$35.21

RN Level	Wage Rate (31/03/2025)
Step 1 (New Graduate)	\$32.87
Step 2	\$35.59
Step 3	\$37.80
Step 4	\$39.93
Step 5	\$44.37
Step 6	\$45.70
Step 7	\$47.07

Current wage steps are subject to negotiation for years of experience

Progression: By annual increment at anniversary date (steps 1 – 5 inclusive). Thereafter progression is annual at anniversary date, subject to satisfactory performance which will be assumed the case unless the employee is otherwise advised.

Registered Nurses employed as Level 4 Health Care Assistant are striving towards the transition to New Zealand Nurse Registration.

#### **PDRP (Professional Development Recognition Programme)**

The parties agree to discuss the implementation of the nationally recognized, clinically focused, competency-based programme for nurses which is endorsed by the Nursing Council of New Zealand and NZNO.

#### **51. PASSING ON**

The employer party to this agreement acknowledges the provision in section 59 of the Employment Relations Agreement Act (No 2) 2004 that says that the negotiated terms and conditions in Collective Employment Agreements cannot be passed on to individual non-union employees.

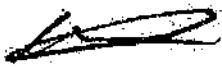
#### **52. SIGNATORIES**

Signatures: \_\_\_\_\_

*Chris Lester* Date: 15/12/25

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For and on behalf of Dixon House Trust Board  
**Mike Connors**

Signatures:  Date: 16-11-25  
For and on behalf of Etū Incorporated.  
**Garth Elliott**

Signatures:  Date: 06/12/25  
For and on behalf of New Zealand Nurses Organisation.  
**Alice Olynsma**

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## Dixon House RN Wages and current clauses from IEA

EN	
Step 1	\$29.31
Step 2	\$30.67
Step 3	\$33.07
Step 4	\$34.18

RN Level	Wage Rate (31/03/2025)
Step 1 (New Graduate)	\$31.91
Step 2	\$34.55
Step 3	\$36.70
Step 4	\$38.77
Step 5	\$43.08
Step 6	\$44.37
Step 7	\$45.70

Current wage steps are subject to negotiation for years of experience

Progression: By annual increment at anniversary date (steps 1 – 5 inclusive). Thereafter progression is annual at anniversary date, subject to satisfactory performance which will be assumed the case unless the employee is otherwise advised.

**The above is in Clause 50.2**

### **Registered Nurse clauses which may require Grandparenting:**

- If the Employee is called in for un-rostered work, the Employee shall receive pay for a minimum of two hours
- **The above is in Clause 10.1.10**
- After eight years of continuous service with the Employer, the Employee shall be entitled to a one-off additional holiday of one week only.
- **The above is in Clause 26.2**
- Registered Nurses employed as Level 4 Health Care Assistant are striving towards the transition to New Zealand Nurse Registration.
- **The above is in Clause 50.2**
- The amount of redundancy compensation shall be calculated to a maximum of 20 years.
- **The above is in Clause 39.12**

*See AD*

- Rotation roster 4 on 2 off Mornings, Afternoon, and Night
- **The above is in Clause 10.1.9**

#### **PDRP (Professional Development Recognition Programme)**

The parties agree to discuss the implementation of the nationally recognized, clinically focused, competency-based programme for nurses which is endorsed by the Nursing Council of New Zealand and NZNO.

**The above is in Clause 50.2**

*See  
AP*