



**KAWERAU SOCIAL SERVICES TRUST BOARD
MOUNTAIN VIEW
KAWERAU**

**E Tu Incorporated
AND
NEW ZEALAND NURSES ORGANISATION**

**Collective Employment Agreement
1 July 2024 – 30 June 2025**

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1 Parties

This collective agreement shall only bind and be enforceable by:
Kawerau Social Services Trust, and
The New Zealand Nurses Organisation and
E Tu Incorporated.

2 Coverage

This collective agreement shall cover the following employees

| | |
|------------------------------|---|
| Registered Nurse | as defined in the Health Practitioners Competence Assurance (HPCA) Act 2003 |
| Enrolled Nurse | the same meaning as in the Health Practitioners Competence Assurance (HPCA) Act 2003 |
| Caregivers | shall refer to an employee wholly or substantially engaged in assisting older persons', residents or patients in their activities of daily living, and such other attendant duties as required including aiding nurses in medical / nursing aspects of care |
| Activities Coordinator | shall refer to an employee wholly or substantially engaged in co ordinating therapeutic activity programmes |
| Gardener\Maintenance | shall refer to an employee wholly or substantially engaged in maintenance and gardening work |
| Cook / Kitchen Staff | shall refer to an employee wholly or substantially engaged in the preparation, cooking and delivery of a food service and other allied kitchen duties. |
| Housekeepers | shall refer to an employee wholly or substantially engaged in the general cleaning of the rest home. |
| Laundry Workers | shall refer to an employee wholly or substantially engaged in laundry duties |
| Administration Support Staff | shall refer to an employee wholly or substantially engaged in office / reception duties |

3 New Employees

New employees will, pursuant to Section 62 of the Employment Relations Act 2000, be given a copy of the collective agreement.

New employees shall be given the names and contact numbers of the Union's local Delegate(s), Union Organiser and shall be supplied with a union membership information as part of their introduction to the workplace.

4 Probationary Period

Employees will be employed for a probationary period from the date of commencement of their employment for three months. This is for both parties to assess whether the position is suitable to the employee. Each party will provide the other with regular feedback during the

probationary period as to the employee's progress and any problems that may have arisen. Should the probationary period not be working, either party must make that clear to the other. If there is no chance of identified problems being rectified at that stage either party will give the other at least five days' notice that they do not intend to continue the employment beyond the end of the probationary, or mutually agree to terminate the employment sooner if that is appropriate.

5 Classification of Employees

5.1 Full time Employees

Employees engaged to work 80 hours per fortnight.

5.2 Part time Employees

Employees who are regularly employed for less than 80 hours per fortnight who are employed for a set number of pre-arranged hours and pre-arranged days each fortnight in accordance with a roster.

5.3 Casual Employees

"Casual Employee" means any employee who is engaged on an as required basis to meet operational needs, with no expectation of ongoing employment; being:

- i to relieve full-time or part-time employees during absences on leave and training;
- ii to temporarily supplement full-time or part-time employees during peak periods of demand.
- iii during emergencies;
- iv if full-time or part-time staff are not available within ordinary hours.

No casual employee shall be employed if a permanent employee is readily available to perform the duties nor shall the ordinary hours of work or ordinary earnings of any other employee be reduced as a result of the employment of a casual employee.

5.4 Fixed Term Employees (temporary)

"Fixed Term Employee" means an employee engaged on a regular number of hours per fortnight for a fixed term of employment. The employee's employment will end at the close of a specified date or period or on the occurrence of a specified event or at the conclusion of a specified project.

- i All fixed term agreements must be for genuine reasons.
- ii The employer must explain the reasons for a fixed term agreement to the employee before the agreement is entered into.
- iii The employer and employee may agree to an initial probationary or trial period if necessary. This must be recorded in writing. The employer may extend this initial period by mutual agreement after consultation with the employee.



6 Remuneration

Effective from the first full pay period on or after 1 July 2024, employees shall be placed on the following minimum rates. (A separate schedule has been provided to the Unions to confirm individual placement.)

| Position | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | Level 6 |
|------------------|---------|---------|---------|---------|---------|---------|
| Registered Nurse | \$34.30 | \$37.14 | \$39.45 | \$41.68 | \$46.31 | \$47.70 |

| Position: <i>Cleaners / Domestic / Laundry / Kitchen / Maintenance</i> | | |
|--|---------|--|
| Grade | Rate | Definition |
| 1 | \$24.55 | No formal qualification |
| 2 | \$25.08 | NZQA Level 2 Qualification, or 3+ years' service |
| 3 | \$25.60 | NZQA Level 3 Qualification, or 8+ years' service |
| 4 | \$26.13 | NZQA Level 3 Qualification <u>plus</u> additional two+ years' post-qualification experience; or 12+ years' service |

Where an employee becomes a union member during the term of this Agreement, placement on to the scale shall be by negotiation with the employer.

Employees shall progress automatically on their anniversary date to Level 5. Level 6 shall be based on the employee's performance, responsibilities, and the financial position of the employer.

Caregivers shall be paid in accordance with the Care and Support Worker (Pay Equity) Settlement Act 2017. Enrolled Nurses shall be paid no less than these rates.

| Category | 1 July 2024 |
|--|-------------|
| No formal qualification or <3 years' service | \$26.19 |
| Level 2* or 3+ years' service | \$27.82 |
| Level 3* or 8+ years' service | \$29.68 |
| Level 4* or 12+ years' service | \$31.12 |
| 12+ years' service after 1 July 2017 without Level 4 | \$30.22 |

The Employer recognises the importance of training as a part of the Settlement, and will ensure that they provide the necessary systems and support to help employees achieve the NZQA Health & Wellbeing Certificate (or equivalent)* within the following time periods:

- Level 2 – within 12 months of commencing employment
- Level 3 – within 3 years of commencing employment
- Level 4 – within 6 years of commencing employment

Higher Duties Allowance

A Higher Duties Allowance is payable to staff required to perform the duties of a higher paid role. The rate of which will be agreed between the Facility Manager and Employee at the time of the Facility Manager requiring the employee to act in the higher paid role.

7 Kiwisaver

The KiwiSaver Act provides for employees to join KiwiSaver. KiwiSaver is a government initiative set by legislation. Information is available from Inland Revenue, which the KiwiSaver Act requires the employer to provide to the employee upon request.

The employer will continue to pay employer Kiwisaver contributions to employees who continue working (and contributing to a Kiwisaver scheme) after the age of 65.

8 Hours of Work

- i Ordinary hours – 80 hours per fortnight / eight hours per day.
- ii The hours that an employee is contracted to work shall not (without that employee's consent) exceed eight in any one shift and the number of shifts engaged to work shall not (without that employee's consent) exceed ten in any fortnight, ie no employee shall be required to work more than 80 hours in any one fortnight.
- iii Every employee is entitled to two consecutive days off in each week, or less arranged by prior mutual agreement. For clarity, an employee is not obligated to accept any request to work on their rostered day off.
- iv Other than when an employee is on call, no full-time permanent employee may be rostered for duty on more than 5 consecutive days without mutual agreement. For clarity, this does not apply to part-time staff.
- v Other than where an employee is on call or changing shifts, no employee may be required to work consecutive shifts without an interval of at least nine hours between those shifts. If an employee who is requested agrees to work they shall be paid at ordinary rates for the hours worked until such time as the employee is released from duty for at least nine hours.
- vi No employee shall be required to work a broken shift except by mutual agreement between the employee and employer.
- vii Unless mutually agreed between the employer and the employee there will be no more than one shift change per week.
- viii Where there are agreed changes to an individual's hours of work this agreement shall be in writing and signed by the employer and the employee.

9 Rostering

- i "Rosters" means the fortnightly roster of employee work and times allocated.
- ii Rosters will be provided by Managers and displayed on employee notice boards in each facility/area 14 days in advance of the commencement of each roster.
- iii To cope with the changing circumstances and the occupancy in each facility/area the Manager may alter, reduce or increase shifts, provided that proposals and alterations are first discussed with the employee concerned on an individual basis and when agreed and finalised, notice is given to the employees affected and a new schedule displayed at least fourteen days before commencement of the shifts.

10 Overtime

All overtime shall be by agreement and will be paid at the ordinary rate of pay.

11 Meals and Refreshment Breaks / Facilities

- i. Meal and refreshment breaks shall be provided as follows:

| Time Period Worked | Breaks (cumulative) |
|---|-------------------------------|
| Less than 2 hours | Not applicable |
| More than 2 hours but less than 4 hours | 10 minute paid rest period |
| More than 4 hours but less than 6 hours | 30 minute unpaid lunch period |
| More than 6 hours but less than 8 hours | 10 minute paid rest period |

- ii. The parties agree that the Employer may schedule rest periods and meal breaks at their discretion within these time periods.
- iii. The employer shall provide tea, coffee, milo, milk and sugar for tea breaks and tea making facilities with no charge to employees.
- iv. The employer shall provide a secure cupboard for safekeeping of employee's personal belongings while the employee is on duty.
- v. A main or light meal will be provided on a subsidised basis at a cost to be notified from time to time by the employer. As the Registered Nurse on duty is unable to leave site during their shift, they will be provided with one meal per shift.
- vi. Where an HCA is required by the on-shift RN to remain on-site during the entirety of their allocated shift, the HCA will be provided one meal per shift.
- vii. HCAs requested by management (and whom agree to work) a shift (other than their rostered shift) less than four hours prior to that shift commencing will be provided one meal per such shift.

12 Holidays and Entitlements

12.1 Annual Leave

- i. The employee shall be entitled to paid annual leave on the following basis:
- ii. The employee shall be entitled to four weeks annual leave for each 12 months of service in accordance with the Holidays Act 2003.
- iii. The employee's entitlement shall accrue on a pro-rata basis during each month of their employment from the first day of their employment. Holiday pay entitlement will be calculated on the basis of the greater of either ordinary wages/salary as at the beginning of the holiday being taken or average earnings over the twelve month period immediately before the beginning of the holiday.
- iv. Annual leave may, with the agreement of the employer, be taken in advance.
- v. The employee shall, if they he/she so elects be provided with an opportunity to take at least two weeks of their annual leave entitlement in an uninterrupted break.
- vi. The time for taking annual leave may be agreed between the employer and employee, but failing agreement the employer may, after consultation with the employee, and having taken into account work requirements and the opportunities for rest and recreation available to the employee, provide at least 14 days' notice to the employee directing them to take annual leave commencing on a particular date.

- vii Long Service Leave - after the completion of 10 years current continuous service an employee will become entitled to a one-off entitlement of one week of annual leave. A further entitlement of a one-off entitlement of one week of annual leave shall be applicable after each subsequent 5 years of current continuous service.

[Note: this shall only be applicable to the next entitlement date following 1/07/2019. That is, there is no retrospective application of this provision. Also, it shall not apply to employees who commenced prior to 20/06/2006 and who have a Personal To Holder entitlement to 5 weeks of annual leave.]

12.2 Public Holidays

- i The employee shall be entitled to 12 public holidays per year, in addition to annual leave. These days shall be those specified in the Holidays Act 2003. Where the public holiday falls on a day that the day in question would otherwise be a working day for the employee, the employee is entitled to be paid for that public holiday.
- ii Employees who are required to work on a public holiday shall be paid at the rate of one and a half times their hourly rate for the hours actually worked and shall also receive an alternative paid holiday of one day at a later date, the timing of which is to be determined by agreement between the employer and the employee, or in the absence of agreement according to the Holidays Act 2003.
- iii Employees who are required to work on Christmas Day shall be paid double their ordinary rate of pay and shall receive another day's holiday in lieu. Such day in lieu shall be paid at the ordinary rate and be taken on a day mutually agreed between the parties.
- iv When a shift overlaps into a holiday prescribed in this Agreement the work of the entire shift may be completed and paid for at the rates appropriate to the day on which the majority of hours fall; with the public holiday being accordingly transferred.

(eg: if the public holiday is a Monday and an employee commences at:

- *11pm on that calendar day, then their entire shift is deemed to have not been worked on the public holiday*
- *11pm on the Sunday, then their entire shift is deemed to have been worked on the public holiday)*

- v 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.

12.3 Sick Leave

- i Sick leave entitlements shall be in accordance with the Holidays Act 2003.
- ii After six months continuous service with the Employer, an employee shall be entitled to up to 10 days sick leave, and a further 10 days for each subsequent year thereafter of current continuous service. Sick leave can be taken where the employee is sick or where the employee's spouse or a person who is dependent on the employee is sick or injured.
- iii The employee shall ensure that notice is given to the employer at the earliest opportunity on the first and subsequent days of absence due to sickness or injury.
- iv Sick leave entitlements may be accumulated up to a maximum of 50 days.

This shall be applied on a pro rata basis for part time employees, provided that the employee shall be entitled to no less than five days sick leave per annum.

- v Sick pay for a day shall be calculated at the employee's ordinary rate of pay for the number of ordinary hours the employee would normally have worked on the day of absence.
- vi Compensation for unused sick leave will not be paid upon termination of this agreement for any reason.
- vii Where sick leave is taken over more than three consecutive calendar days it shall be supported by a medical certificate. Where an employee is required to stay at home (and/or self-isolate) whilst awaiting the result of a Covid-19 test, they will provide evidence of this to the Employer as soon as practical.
- viii Where sick leave entitlement has been exhausted, the employer will consider applications for paid discretionary leave on a case-by-case basis (medical certificate may be required).

12.4 Tangihanga/Bereavement Leave (in accordance with the Holidays Act 2003)

- i Tangihanga / Bereavement leave on pay of up to 3 days shall be provided to an Employee on the death of a parent, spouse/partner (or their parent), child, sibling, grandparent or grandchild. Up to 3 days bereavement leave will also be provided in the event that the employee has a miscarriage or stillbirth; or another person has a miscarriage or stillbirth and the employee is that person's spouse or partner".
- ii Where an Employee has major involvement for funeral arrangements, or cultural responsibilities, or where the employee has had a close association with the deceased person they may be granted one paid day of tangihanga / bereavement leave.
- iii The employer will give due recognition to whangai relationships in consideration of the application of tangihanga / bereavement leave
- iv The employee may request additional unpaid or paid leave with respect to any bereavement. Additional leave may be granted at the discretion of the Employer.

12.5 Parental Leave

- i The employee is entitled to parental leave in accordance with the parental leave and Employment Protection Act 1987 and its amendments.

Parental Leave Top Up

- ii Once employed for one year or more, employees will become eligible for a paid parental leave top-up payment. Three months after return from Parental Leave, the Employer will provide a 'top-up' payment to the employee of the difference between their ordinary weekly earnings immediately prior to taking their parental leave, and the statutory Paid Parental Leave payment. This top-up payment will be to the maximum of 14 weeks equivalent.
- iii For clarity, no top-up will apply where the employee's ordinary weekly earnings prior to parental leave were less than the Paid Parental Leave payment; or where the employee did not meet the eligibility requirement for Paid Parental Leave.

12.6 Family Violence

The employer is committed to supporting employees who are experiencing family violence. Counselling/EAP support (up to 3 sessions) will be made available to employees in this situation. Flexibility will be shown with respect to the scheduling of medical appointments, legal proceedings and other activities related to the effects of dealing with family violence. On a case by case basis, leave including sick/annual/special leave may be available.

You may also be entitled to Family Violence Leave in accordance with the Holidays Act 2003 and be entitled to request flexible work arrangements for a period of up to two months in accordance with the Employment Relations Act 2000.

13 Study Leave / Training

- i The parties to this contract 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 at the discretion of the employer.
- ii Courses required by the employer to be completed / attended as part of his / her employment – reasonable expenses, eg course fees and travel costs will be reimbursed.
- iii Where an employee is provided with funding for non-mandatory courses, and leaves employment for any reason within 12 months of that training occurring, they may be required to repay the full costs of that training. Any amount requiring repayment will be set in consultation with the employee and agreed in writing.
This will not be applied where an employee retires/resigns due to genuine medical incapacity (the employer will give consideration to other unique circumstances on a case by case basis).
- iv All registered nurses will be provided with 20 hours of paid study leave per year to meet the requirements of their Annual Practicing Certificate. Any relevant costs will also be met by the Employer.
Prior management approval is required for any request to take paid study leave under this clause, with a minimum of 4 weeks' notice. Shorter notice requests will still be considered at the discretion of the manager.

HCA's Training

- v All newly employed HCA's will be offered the opportunity to participate in a fully funded NZQA Health and Wellbeing qualification.
- vi Participation will be supported by up to two days paid leave per calendar year, treated pro-rata for part-time staff. Prior management approval is required for any request to take paid study leave, with a minimum of 4 weeks' notice.
- vii Those HCAs already employed and would like this opportunity will be given support to access the programme in a planned way.
- viii Coordination of the programme and learning outcomes will be provided by the organisation.

14 Jury Service

Where an employee is summoned to undertake jury service, the difference between fees (excluding reimbursing allowances) if any, paid by the Court and the employee's ordinary rate of pay shall be made up by the employer provided:

- i The employee produces to the employer the Court expenses voucher, and;
- ii The employee, if shift has not ended, returns to work immediately on any day when discharged by the Court.

15 Termination

Termination of Employment

- i Either party shall give two weeks' notice of termination of employment or two week's wages shall be paid or forfeited in lieu of such notice (except that for Registered Nurses this shall be four weeks). This shall not prevent the summary termination of employment for serious misconduct.
- ii Upon termination of employment, wages due to an employee shall be paid on the last day of work. Provided that in circumstances where the employee's duty ends outside of normal office hours, that employee shall be paid at the time office hours resume or by arrangement with the employee his / her final pay may be paid by cheque or credit to their bank account.
- iii Notwithstanding the provisions of subclause (ii) of this clause, where an employee terminates without having given requisite notice, the employer shall within three working days pay wages owing.
- iv The employee must return all Mountain View property (including keys, uniforms, and equipment) upon termination.
The Employer may, after consultation and written agreement, make deduction from the employees' wages or final pay if, having received an issue of tools, uniform/protective clothing or equipment remaining the property of the employer, the employee does not return or account for it as required. The rate of deduction shall be the cost of the item not accounted for after due allowance has been made for reasonable fair wear and tear.
- v Upon termination of employment, the employer shall, on request, provide the employee with a certificate or letter of service stating dates and capacity of employment.

16 Redundancy

The employer will endeavour to give the employee a minimum of six weeks' notice if there is a reasonable prospect that his/her position may become redundant. Redundancy may occur:

- i where the position held by the employer is relocated; or
- ii where the duties, authority or status of the employer are materially diminished, for reasons not attributable to the employee's performance; or
- iii where no position of equivalent status is available to the employee in the event of sale or transfer, restructuring or rationalisation or winding up of the company; or
- iv because of technological change

In the event of redundancy the employee will be given one month's notice or payment in lieu thereof.

Redundancy compensation shall be paid of three weeks' pay for the first complete year of current continuous service, and two weeks' pay for each subsequent current continuous year of service to a maximum of 13 weeks payment, except in the following circumstances:

- i Where the employee has agreed to redeployment to an alternative position on the same terms and conditions of employment, in the same location, and with broadly



similar duties, which are within the employee's capabilities (some training may be required) which the employee elects not to take.

- ii Redundancy compensation shall not be paid to an employee on a temporary or casual basis.
- iii Where the redundancy occurs as a result of the employer selling the whole or part of the company, and the purchaser of the company offers the employee employment on no less favourable terms and conditions of employment, in the same or similar capacity, and treats the employee's service as continuous service with the new employer.

17 Employment Protection Provision

In the event of a restructuring as defined in the Employment Relations Amendment Act (No 2) 2004 (being the sale, transfer, or contracting out of all or part of the business), that may affect an employee's future employment, the employer will:

As soon as is reasonably practicable, taking into account the commercial requirements of the business, commence negotiations with the potential new employer concerning the impact of the restructuring on the employee's position and agree on how those negotiations will be conducted.

Negotiate with the potential new employer regarding:

- i whether or not it proposes to offer employment to an employee;
- ii if so, the terms and conditions on which it proposes to offer employment to an employee; and
- iii the proposed date for commencement of employment with the potential new employer.

In the event that an employee is not employed by the potential new employer, for whatever reason, redundancy entitlements will be determined in accordance with the redundancy provisions provided in this agreement.

18 Contracting Out

In the event that a proposal to contract services is considered by the employer, the employer will make every endeavour to ensure the employees affected are not disadvantaged, including:

The employer will notify the union in writing as far in advance as feasible prior to contracting out work which has been performed by employees to the agreement and will meet with the union upon request to discuss alternatives.

The employer will conduct a feasibility study to determine the advantages and disadvantages in relation to costs and other benefits which would result from contracting out.

The employer will ensure that any proposal to contract out services will include:

- i The retention of the worker/s employment with the existing employer through redeployment transfer to another site controlled by the employer, or

- ii An endeavour to convince the incoming contract company, purchaser or transferee to employ staff on no less than the existing terms and conditions, or
- iii in the event that positions are disestablished, employees to receive redundancy compensation in accordance with this agreement.

19 Health and Safety

- i The obligations of health and safety are outlined in the Health & Safety at Work Act 2015.
- ii The parties to this agreement acknowledge that employees should be adequately protected from the health and safety hazards that may arise on the workplace.
- iii In particular, the employer shall ensure equipment is maintained in good order and that protective clothing is provided, and is fit for purpose. The employee shall notify the employer of any observed defects in equipment.
- iv The employer is required to take all practicable steps to prevent harm and to provide reasonable opportunities for staff to participate in processes to improve health and safety in the workplace.
- v Staff are required to act responsibly and in compliance with guidelines and instructions issued by the employer.
- vi First aid kits suitably equipped shall be provided and maintained by the employer and shall be kept in a convenient place for use in case of accident in the establishment.

20 Pandemic

- i In the event of a Pandemic, the employer will follow the New Zealand Government response plans, including any Manatu Hauora/Ministry of Health guidance, and legislative requirements.

21 Suspension

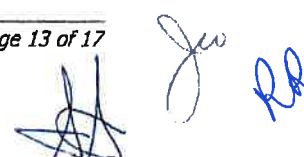
- i The employer reserves the right to suspend the employee during the course of an investigation into suspected misconduct; or where, because of a condition, illness or injury, the employer has sound reason to believe that the employee constitutes an immediate hazard to himself or herself, or to others.
- ii Suspension will only occur after the employer has discussed the reasons for the proposed suspension with the employee and received and considered any comment the employee may wish to make with regard to the suspension.

The employer shall suspend the employee on pay pending investigation of the alleged events.

22 Abandonment

Where the employee is absent from work for more than 3 working days without the permission of the employer, the employee shall be deemed to have terminated employment without notice after reasonable endeavour to contact the employee.

23 Deductions

Handwritten signatures and initials in blue ink, including a large signature and the initials 'RR'.

During employment or upon termination of the employee's employment for any reason, following consultation and written agreement, the employer may deduct from the employee's pay (including holiday pay) any overpayments, outstanding debts or moneys owed by the employee to the employer, or the value of any unreturned property.

24 Property

On the termination of employment, the employee agrees to immediately deliver to the employer all property belonging to the employer, including but not limited to: all documents, information (in any form), diaries, keys, uniforms or other property within the employee's possession or control.

25 Confidentiality

In this agreement "Confidential Information" means all confidential information which is not in the public domain and which is reasonably regarded by the employer as confidential to it which the employee becomes aware of in the course of carrying out this agreement including, but not limited to:

- i The employer's financial affairs
- ii Confidential business information
- iii Business methods and management systems
- iv Detailed information and records relating to residents, staff and parties with whom the employer deals; relating to the employer or any related party of the employer.

The employee agrees not to disclose confidential information and the employee will not, without the written consent of the employer, directly or indirectly, at any time during the term of this agreement or following its termination, for any reason (for so long as the information continues to be Confidential Information):

- i Use any confidential information;
- ii Disclose any confidential information to any person, firm, company or organisation;
- iii Copy any material containing confidential information for personal use or for use by any other unauthorised person, firm, company or organisation;
- iv other than to the extent necessary to carry out the employee's duties under this agreement or as required by law.

The employee acknowledges that a breach of this clause will constitute serious misconduct and may result in the termination of the employment agreement.

26 Technological Change

The methods used to perform certain tasks are changing constantly and the employer reserves the right, in consultation with the employee, to introduce new work methods or equipment from time to time. The employer will give the employee the opportunity to change or acquire any knowledge or skill necessary to meet the technological change.

27 Resolution of Employment Relationship Problems

An explanation of the services available for resolving employment relationship problems is contained as follows:



- i If the employee has an employment relationship problem, the employee should advise the employer of it. The parties will discuss and attempt to resolve the problem in the first instance.
- ii If the problem cannot be resolved between the parties directly, then either party may refer the problem to MBIE for mediation. Where the problem cannot be resolved through mediation, the Employment Relations Authority may be asked to determine the problem.
- iii If the problem is in the nature of a personal grievance, then the employee must raise the grievance with the employer within 90 days beginning with the date of the alleged action giving rise to the grievance, or coming to the employee's notice, whichever is the later; unless the grievance relates to a claim of sexual harassment, for which a maximum timeframe of 12 months applies.
- iv If the employee is outside the 90 day (or 12-month) period and the employer does not consent to waive the time limit, the employee can apply to the Employment Relations Authority for leave to pursue the grievance on the grounds that the employee's delay in raising the grievance was caused by exceptional circumstances.

28 Rules, Policies and Procedures

The employer shall be entitled to introduce, vary or cancel, company rules, policies and procedures as it considers necessary to meet operational requirements. Such rules, policies and procedures, and all variations and cancellations of them, shall come into effect as notified by the employer from time to time. All rules, policies and procedures shall bind the employee and be fully observed and complied with by the employee.

29 Completeness

The terms and conditions set out in this agreement represent the entire agreement of the parties and replace any previous agreements, contracts and understandings.

30 Variation

Notwithstanding the provisions of any clause in this agreement, the terms and conditions contained in this agreement may be varied by agreement between the employer and the Union parties to this Agreement. Such agreement shall be recorded in writing.

31 Recognition of Union Delegates

- i Delegates will have the right to accompany another member when representing them in a grievance.
- ii Delegates shall be released without loss of normal pay for offsite union business providing reasonable notice is given to the employer.
- iii Where more than one delegate is present on site, a site committee will be entitled to meet to deal with union business, and the timing of such meetings pre-arranged with the employer.
- iv The delegate will have access to facilities for the effective performance of their job, including telephone, fax and email.
- v Exclusive use of a union notice board for the posting of union notices.




- vi The employer will recognise delegates, chosen by employees as the union representatives.
- vii Delegates will be allowed to conduct on-site union business in paid time.
- viii Employment Relations Education Leave (EREL) shall be provided in accordance with the Employment Relations Act 2000. This provides for the following:

| <i>FTE Eligible Employees</i> | <i>Max. number of days of EREL</i> |
|-------------------------------|------------------------------------|
| <i>1-5</i> | <i>3</i> |
| <i>6-50</i> | <i>5</i> |

32 Union Fee Deductions

- i The employer shall deduct union fees from the wages of members of E Tu and New Zealand Nurses Organisation who are bound by this agreement each pay period. This also includes period of time off work on paid leave.
- ii The employer shall remit all deducted fees to the union not less than monthly on or by the 20th of the month following deduction.
- iii The employer shall simultaneously forward to the union via email where possible, or by post, a schedule detailing the name and address of the employee/s, value of this deduction; the employee's payroll number; the termination date of any employee who has left, and details of the period covered by the remittance.

33 Access to the Workplace

- i The authorised union representative shall be entitled to enter the workplace at reasonable times, in a reasonable way and in compliance with Health and Safety requirements for purposes related to the employment of its members and/or union business.
- ii When the union representative enters the workplace they will advise the manager they are entering the workplace and if the manager is not present the union representative will leave written notice of the visit.
- iii The employer recognizes that it may not unreasonably deny a union representative access to the workplace.

34 Union Meetings

Union meetings shall be entitled to four hours paid time off to attend union meetings in each calendar year provided that each of the following conditions is fulfilled.

- i At least 14 days' notice of the meetings shall be given.
- ii Work shall resume as soon as practicable after the finish of the meeting
- iii The union parties will consult with the employer to ensure that the employer's business is able to be maintained during any union meeting.

The provisions of this clause shall be inclusive of any legislative entitlement to paid union meetings.

35 Staff Meetings

All staff who attend staff meetings called by management shall be paid their ordinary rate of pay or provide for time in lieu.

[Handwritten signatures and initials]

36 Uniforms

- i The employee will be supplied with at least two uniforms (top and trousers) designed by the employer, which must be worn at all times whilst on duty.
- ii The employee is required to launder and keep the uniforms in good condition at all times. Replacement shall be on reasonable wear and tear.

37 Dress Standard

An employee shall dress to a reasonable standard as specified by the employer and shall wear appropriate footwear having regard to safety matters.

38 Vaccinations

The employer will arrange and pay for annual 'flu' vaccinations and vaccinations for Hepatitis A and Hepatitis B as requested or required by the employee.

39 ACC

Employees may choose to access their unused sick leave for any unpaid accident compensation period not covered by ACC.

40 Term of Agreement

This agreement shall have effect from 1 July 2024 and all terms and conditions shall be recognised from the first full pay period after 1 July 2024 unless otherwise specified. This agreement shall expire on 30 June 2025.

Signatories


Julianne Co, Manager, Kawerau Social Services Trust Board

15/10/2024
Date


Sandy Shanly, Organiser, NZNO

18/10/2024
Date


Bertie Ratu, Organiser, E Tu

18.10.24
Date

