O'CONOR HOME

COLLECTIVE EMPLOYMENT AGREEMENT

Term 01 September 2026 – 31 August 2027

Between: O'Conor Institute Trust Board

And

Tōpūtanga Tapuhi Kaitiaki o Aotearoa the New Zealand Nurses Organisation Incorporated
And
E TŪ Incorporated

O'Conor Memorial Home
190 Queen Street
Westport
Phone: Home (03) 788-8210
Email: susan@oconorhome.co.nz

NZNO
17 Washington Way
PO Box 4102
Christchurch 8140
Phone: 0800 28 38 48
Email:nurses@nzno.org.nz

E TŪ Incorporated
24 Guinness Street
Greymouth 7805
Phone: 0800 186 466
Email: garth.elliott@etu.nz

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1. Parties

(a) This collective employment agreement, made pursuant to the Employment Relations Act 2000. This agreement shall only bind and be enforceable by the Parties.

(b) Parties.

O'Conor Institute Trust Board, (Operating as the O'Conor Home) carrying on the business of a Rest Home and Hospital in Westport ("the employer").

Tōpūtanga Tapuhi Kaitiaki o Aotearoa the New Zealand Nurses Organisation Incorporated (NZNO)
E TŪ Incorporated

2. Coverage

(a) The coverage of the collective agreement includes any employees who are members of the New Zealand Nurses Organisation and E TŪ Incorporated and who are, Registered Nurse, Caregiver, Dining Room Staff, Laundry Staff, Housekeeper, Cook, Diversional Therapist.

(b) **New Employees**
The Employer will ensure that new employees who come within coverage of this agreement, pursuant to Section 62 of the Employment Relations Act 2000, be employed on the terms and conditions of this Agreement for the first 30 days of their employment.
Where the new employee is not a member of the Unions, the employer will inform the employee:

- that this agreement exists and covers their work;
- that they may join one or both of the Unions;
- how to contact the Unions and Introduce the Employee to a nominated Union delegate giving them adequate paid time, within work hours, to discuss the Collective Agreement and benefits of Union membership;
- that if the employee joins one of the Unions, the employee will be bound by this collective agreement;
- Give the employee a copy of the Collective Agreement;
- Provide the employee with a Union information pack as provided to the employer by the Union(s);
- Within 10 days of the employee starting work, the Employer will provide them with a form that they may complete, which either:

(1) Notifies the Employer whether the employee intends to join one of the unions and specifies that the employee may complete and return the form within the first 30 days of employment.

Or,

(2) Objects to the Employer providing information about the employee to the unions and explains that, unless the employee objects, the Employer will provide the following information to the unions :

- the employee's name and contact details including work site and position.
- if the employee has notified the Employer that they intend to join the union; or
- if the employee has notified the Employer that they do not intend to join the union; or
- if the employee has not completed and returned the form.

The Employer will provide the union with the information above within 40 days of the employee starting work with the Employer unless the employee has objected. Details will be sent to E tū via mbieform@etu.nz or NZNO via www.nzno.org.nz/join

If the employee indicates that they wish to join one of the Unions, the Employer will tell them to complete a membership application form on-line @ https://www.etu.nz/join/ or for NZNO @ www.nzno.org.nz/join

(c) The agreement shall be extended to cover any other employee employed in a role covered by this collective agreement, as per clause (a), who joins the New Zealand Nurses Organisation or E TŪ Incorporated.

(d) The parties agree that where any employee is engaged by the employer in work within the areas covered by this agreement and there is no classification/ rate provided in this agreement for that work, the parties shall negotiate and the agreement shall be varied so as to incorporate an appropriate classification/rate.

(e) This agreement supersedes all previous employment agreements, whether express or implied, other than terms and conditions retained by written individual agreement.

3. Declaration of Intent

Both the employer and the employees recognise the need to achieve a fair and Reasonable bargain, which will not compromise the profitability, competitiveness or efficiency of the employer.

4. Description of Responsibilities and Duties

(a) Specific duties for each shift are set out in the "duties book". These may be adjusted from time to time in which case notification will be posted on the notice board.

(b) The employee shall carry out these duties and any further duties required by the employer with diligence and care.

(c) Full Time - An employee who is engaged for 40 ordinary hours per week on an 8 hours per day basis.

(d) Part Time - An employee who works on an on-going basis for less than 40 hours per week.

(e) Temporary - An employee who is engaged for a fixed term only. Temporary employees shall be employed to cover circumstances such as

cover for employees on extended absences or seasonal peaks. Temporary employees may be employed on a full time or part time basis.

(f) Casual - An employee who is employed as and when required by the hour on an ad hoc basis. Casual employees shall not be employed for more than one week in any one engagement.

(g) Temporary and Casual provisions may not be used for reducing the hours of work or earnings of any permanent employee.

5. Hours of Work

(a) Ordinary hours of work shall not exceed 40 hours in any one week and shall be made up of not more than five shifts not exceeding eight hours followed by two consecutive days off unless otherwise mutually agreed.

(b) Unless provided by individual agreement, an employee is required to work all shifts and management does not guarantee any fixed shift or days of work. Employees will be advised of a guaranteed minimum number of hours as per roster to make up required hours.

(c) Night Shift Workers

Employees on night shifts must remain on the premises during their meal break; they shall be paid for their 30-minute meal break and be provided with a meal free of charge.

(d) As per the Employment Relations Act, an employee is entitled to the following meal/rest breaks :

- Work period between 2 hours and 4 hours - If an employee's work period is 2 hours or more but not more than 4 hours, the employee is entitled to one 10-minute paid rest break.
- Work period between 4 hours and 6 hours - If an employee's work period is more than 4 hours but not more than 6 hours, the employee is entitled to one 10-minute paid rest break; and one 30-minute meal break.
- Work period between 6 hours and 8 hours - If an employee's work period is more than 6 hours but not more than 8 hours, the employee is entitled to two 10-minute paid rest breaks; and one 30-minute meal break.

Employer shall provide tea, coffee, sugar, and milk.

(e) Employees shall not be required to work any shift unless an interval of 9 hours has elapsed after the completion of their previous shift.

(f) An employee will not work more than two blocks of night shift per fortnight, unless by mutual agreement.

(g) Following a night shift, a sleep period of 8 hours will be provided, before an employee's rostered days off begins.

6. Roster of Duties (Timetable of Duties)

(a) A roster of current duties must be accessible to staff at all times.

(b) This roster must be made up a minimum of two weeks in advance.

(c) In emergencies when it is necessary to change the roster employees involved in the change will be advised by the Manager. Any changes will be mutually agreed.

(d) Any requests for change of duties must be made to the Manager.

7. Wages

Pay rates listed are minimum ordinary hourly rates.

Qualification	Pay Band	1 September 2026 – 31st August 2027
Level 0*	L0	$24.80
Level 2*	L2	$26.91
Level 3*	L3	$29.27
Level4(a)	L4b	$30.43
Level 4*	L4b	$31.61

*"Qualifications" are those recognised by NZQA or equivalent

Laundry Staff	
Step 1	$24.95
Step 2 (applies after completion of NZ Certificate Level 2 in Housekeeping and Laundy)	$26.49
Step 3 (applies after completion of NZ Certificate Level 3 in Housekeeping and Laundy)	$28.08
Dining Room Staff	
Step 1	$24.95
Step 2 (applies after completion of NZQA Unit Standard 20666 Food Safety Certificate)	$26.49
Housekeeper	
Step 1	$24.95
Step 2 (applies after completion of NZ Certificate Level 2 in Housekeeping and Laundry)	$26.49
Cook	$27.44
Enrolled Nurse	
Step 1	$35.40
Step 2	$36.07
Step 3	$37.24
Registered Nurses	
Step 1	$45.47
Step 2	$46.82
Step 3	$48.23

NOTE - The Step 1 rate for Laundry, Dining Room & Housekeeping Staff base will maintain a $0.80 margin above the minimum wage and a $0.80 margin between the steps at all times.
RN Progression through steps 1-3 will be by annual increments at anniversary date subject to satisfactory performance, which will be assumed to be the case unless the employee is otherwise advised

RN's who have been at their corresponding step less than one year on 1 September 2025 will progress to the next step on their anniversary date.

8. Allowances

(a) Uniforms – 2 uniforms will be supplied and replaced by O'Conor

(b) Where an employee undertakes responsibilities that are not part of their core role, they will be paid at the appropriate rate while they are undertaking those duties.

(c) Employees working night shift are provided with a meal. They are able to choose between bread and sandwich fillings or a cooked meal.

(d) Wages will be paid in full fortnightly for hours worked up to midnight on Sunday by direct credit not later than Wednesday. Where a special holiday falls on a Monday, they shall be paid not later than Thursday.

(e) Employees will be supplied with written details showing how wages are made up.

(f) The employer shall, when instructed by the Employee, provide access to, or a copy of, or an extract from all or any part of the wages and time record relating to the employee.

(g) No deduction shall be made for wages except:

(i) Meals requested and signed for by the employee. Such deduction shall be $10 for a meal and dessert.

Uniforms: a deduction of the cost of the uniform less one twelfth of the cost of the uniform for each complete month that it has been used, shall be made for uniforms not returned upon termination.

(ii) Union Fees: The employer shall deduct union fees from the wages of members of the New Zealand Nurses Organisation and E TU Incorporated who are bound by this agreement each pay period. This also includes periods of time off work on paid leave.

The employer shall remit all deducted fees to the Union not less than monthly on or by the 20th of the month following deduction. Such remittance to be made as a single bulk direct credit to the Union's bank account with an identifying reference.

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.

(iii) Social Club Fees

(iv) Overpayment of holiday pay that might result from taking Annual Holidays in advance.

(v) Any inadvertent overpayment of wages provided the employer has consulted with the employee and agreed a schedule of deductions.

(h) If an employee is asked and agrees to work away from their normal place of work being O'Conor Home, Westport, and that place of work is outside the Buller District, they will be recognised for doing this in an appropriate form of appreciation fit for purpose taking the circumstances into consideration at the time.

(i) **Wet Weather Gear**

The employer agrees to provide X2 wet weather coats to be made available where an employee is required in the course of their duties to be outside in bad weather

9. On Call - Applicable to RN's only

Phone Call - Paid 0.25 of hourly rate

Phone Call Public Holiday - Paid 0.5 of hourly rate

Site Visit - Minimum of 1 hour pay

Public Holidays days - 1 hour paid at time and one half for visit and equivalent alternative holiday

Travel by car will be reimbursed at 0.62c/km for all site visits.

10. Overtime

All time agreed by the parties to be worked in excess of 8 hours per day or forty hours per week shall be deemed overtime. Overtime will be paid at the normal rate of pay for the hours worked.

Time in lieu may be taken if employee and Manager agree in writing. This will be on the basis of one hour of leave for each hour actually worked.

11. Public Holidays

(a) The Holidays Act 2003 shall apply. All employees are entitled to a paid day off on a public holiday if it would otherwise be a day on which they worked.

There are two groups of public holidays. Each has different rules.

(b) Christmas and New Year

- Christmas Day (25th December)
- Boxing Day (26th December)
- New Year's Day and the day after (1 and 2 January)
- Waitangi Day (6 February)
- ANZAC Day (25th April)

If any of these days falls on a Saturday or Sunday:

- for employees who don't normally work on those days, the holiday is transferred to the following Monday or Tuesday so that the employee still gets a paid day off

- for employees who normally work on Saturday or Sunday, the employee is entitled to the day off with pay.

  Employees cannot have more than four paid public holidays over the Christmas-New Year period regardless of their work pattern.

(c) All other holidays

- Good Friday and Easter Monday (dates vary each year)
- Queens Birthday (first Monday in June)
- Labour Day (fourth Monday in October)
- Nelson Anniversary Day (date determined locally)
- Matariki (differs each year)

(d) Where such a day is worked, the employee shall be paid at the rate of one and a half times their hourly rate for the hours actually worked (as detailed in the wage clause in this agreement) 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. (i.e. Employee's choice).

(e) The parties acknowledge that there is a shared collective responsibility for maintaining 24 hour, 7 days per week continuous care of residents, inclusive of Public Holidays.

(f) The employer shall be entitled to require an employee to work on a public holiday that falls on a day the employee would otherwise have worked. Rosters will reflect a fair distribution of work on Public Holidays between all employees.

12. Annual Holidays

(a) After the end of each completed 12 months of continuous employment an employee is entitled to not less than 4 weeks paid Annual Holidays.

(b) If an employee elects to do so, the employer must allow the employee to take at least 2 weeks of his or her Annual Holidays entitlement in a continuous period.

(c) When Annual Holidays are to be taken by the employee, is to be agreed between the employer and employee.

(d) An employer must not unreasonably withhold consent to an employee's request to take Annual Leave.

(e) If the employer and employee are unable to reach agreement the employer may give an employee not less than 14 days' notice of a requirement to take Annual Holidays.

(f) Leave should be taken annually unless otherwise agreed in writing. Any Annual leave outstanding beyond 12 months from the date of entitlement shall be scheduled to be used.

(g) After completion of 7 years continuous employment each employee shall at the end of the seventh year and for subsequent years be entitled to an Annual Holiday of 5 weeks instead of 4 weeks as prescribed by the Holidays Act 2003. This clause is grand parented to those employees who qualified for 5 weeks Annual Leave on or before 28 June 2010. The additional fifth weeks annual leave will not be available to new staff or existing staff who have not yet qualified.

(h) Annual Leave shall be paid in the pay that relates to the period during which the holiday is taken, unless the employee requests payment in advance, in which case payment shall be made no later than the last day of work preceding the Annual Leave.

(i) With agreement of the employer Annual Leave may be taken in advance.

(j) Payment for Annual holidays is the greater amount of either "ordinary weekly pay" at the time the holiday is taken or "average weekly earnings" over the 12 months before the Annual holiday is taken.

13. Special Holidays for Long Service Leave

A worker shall be entitled to special holidays as follows:

(a) One special holiday of 1 weeks leave after the completion of 7 years service with O'Conor Home and on the completion of every 7 years thereafter.

(b) All such special holidays provided for in sub clause (a) of this clause shall be on ordinary pay.

(c) If a worker having become entitled to a special holiday leaves his/her employment before such holiday has been taken, he/she shall be paid in lieu thereof. In the event of the death of an employee, outstanding long Service Leave will be converted to a lump sum and paid to their estate.

(d) The 1 week leave entitlement as per sub clause (a) of this clause, must be taken within 12 months of the entitlement becoming available, otherwise the entitlement will be paid to the employee in a lump sum. A reminder will be provided to the employee, by the employer, nine months after the entitlement becomes available.

14. Sick Leave

(a) After six months continuous service employees are entitled to 10 days sick leave for the next twelve months and for each subsequent year thereafter 10 working days paid leave at the relevant daily rate. Sick leave shall accumulate up to 35 days by carrying forward from one year to the next any unused sick pay of up to 35 days.

(b) At the employer's discretion an employee may be granted additional sick leave.

(c) The employer may request that the employee produce a medical certificate if they are absent on sick leave for three or more consecutive days. The employer may require the worker to produce an additional certificate (at the employer's expense) from a doctor nominated by the employer.

(d) An employee who intends to take sick leave must notify the employer of that intention as early as possible.

(e) Domestic Leave

Where an employee has an unused sick leave entitlement, on producing a medical certificate, leave on ordinary pay of up to five days per year shall be granted to a worker to attend to a member of the household who through illness becomes dependent on the employee. This person would in most cases be the employee's spouse/partner or child but may be another member of the family or household. Such leave shall be treated as though it was due to the employee's own sickness and shall be taken subject to the following conditions:

(i) Leave shall be set off against the employee's sick leave entitlement.

(ii) The worker shall ensure that notice is given to the employer as soon as practicable on the first day of absence.

(iii) The employer may require a medical certificate to be produced.

(f) Employees on sick leave shall be paid the amount they would normally receive on the day they were sick. (i.e., the relevant daily rate)

(g) An employee may choose to use sick leave to cover any time that would otherwise be unpaid time off work due to a non-work accident, but the employer cannot require this.

(h) An employee may choose to use sick leave to top up ACC payments for work related accidents. (i.e., 20% or the one day per week not paid by ACC)

(i) **Work Related Injury and Recovery Leave**

Transport of Injured Employees:
Where the accident is work related and the injury sustained by the employee necessitates immediate removal to a hospital or to a medical practitioner for medical attention, the employer is to provide or arrange for the necessary transport within Westport and will pay all reasonable expenses incurred through such transport.

(j) Post Incident Recovery Leave

When a work incident has occurred which impacts an employee's mental health or wellbeing, the incident will be recorded in the Health and Safety Hazard/Risk Register. The incident will be discussed between management and the affected employee to determine if time off work for recovery is appropriate. Up to 3 additional counselling/EAP Professional Support will be considered within the first 3 months following the incident, with any additional support required to be renegotiated thereafter.

15. Bereavement Leave

The employee shall be allowed up to three consecutive days leave on production of satisfactory evidence for the death of the employee's mother, father, wife, husband (including de facto), sister, brother, child, mother and father-in-law, grandparent, Still Birth and Miscarriage and grandchild. Payment shall be made on the basis of hours rostered to work on those days at ordinary rates of pay. Additional unpaid leave may be granted at the discretion of the Manager where applicable, where funeral arrangements, cultural or travel requirements are involved.

An employee is entitled to up to up to one day's paid bereavement leave if the employer considers the employee has suffered bereavement through the death of another person.

An employee on bereavement leave shall be paid the amount they would normally receive on the day or days they are on bereavement leave. (i.e., the relevant daily rate).

16. Family Violence Leave

In accordance with the Holidays Act 2003 an employee, after 6 months continuous service, will be entitled to take up to 10 days domestic violence leave per annum to assist an employee to deal with the effects of domestic violence.

17. Parental Leave

The provision of the Parental Leave and Employment Protection Act 1987 shall apply.

18. Jury Leave

Where an employee is obliged to undertake jury service the difference between the remuneration by court and basic daily rate shall be paid. This difference shall be made up for a maximum of 5 days in respect of each separate period of jury service.

19. Appointment Leave

The employer expects employees to arrange personal appointments outside ordinary working hours. Where this is not possible, the employer will consider applications on a case-by-case basis for unpaid leave to attend such appointments.

20. Study Leave for Professional Staff

Paid study leave of 20 hours per annum will be provided for Registered Nurses, Enrolled Nurses, and Diversion/Recreational Therapists to meet their professional development requirements to maintain their registration.
Study leave applications need to be approved by the manager. Enrolled Nurses are unable to use this study leave to attend First Aid Certification

21. Learning and Development

The employer is committed to providing its employees with learning and development opportunities that ensure the required service standards are met. An employee's learning and development may occur in a variety of ways, including, for example:

- On the job training
- Internal or external training sessions
- One on one coaching
- Staff meetings
- Conferences
- Employer operational policies and procedures
- External study

All learning and development is a joint commitment and this means that an employee will work with their Manager to develop an individual learning and development plan to suit the employee's needs as well as those of the employer as part of their annual performance review.

Costs associated with Registration; Certificates; Badges and Training Material for Careerforce Training Health and Wellbeing Level 1; 2 and 3 be reimbursed by O'Conor Home on the successful completion of the qualification to which the cost was incurred .

All employees are required to attend compulsory in-service training and will be remunerated at their ordinary rate of pay for time spent at these sessions.

Wherever possible this shall take place during normal working hours. In addition, the employer shall ensure that all staff have reasonable access to paid time to assist their learning and development.

Staff meetings are optional for employees who are off duty. Employees who are not in attendance are encouraged to read the meeting minutes.

Support for Training

(a) Kitchen assistants, Cleaners, Laundry Workers, Cooks, will receive the following support for undertaking qualifications:

The Employer will provide meaningful support to enable an employee to obtain a relevant qualification
Meaningful support shall include the employer paying for the cost of the qualifications, access to literacy support as required, access an assessor as required.

(b) Care and support workers will receive the following support for undertaking qualifications:

The employer will provide meaningful support for training and qualifications to enable members to attain the relevant care and support qualifications as intended by the care and support equal pay settlement and Act.

Employer Support for training includes:

- Paying for hook-on, registration and course fees, by reimbursement upon successful completion.
- All newly employed HCA's as well as those already employed will be provided the opportunity to participate in the externally funded NZQA Level Three and Four Aged Care and Complex Needs Qualification. Support will be provided to access the programme and through mutual agreement at times deemed by management to be acceptable, staff shall be given the opportunity to complete these programmes during paid work hours.
- Access to an assessor as required.
- Computer and literacy support including access to a computer where required.
- Provide literacy training and support where requested by the employee.
- Access to learning representatives to help care and support workers complete qualifications.
- Maintain a record for every care and support worker in their employment, accessible to a union representative, that sets out the care or support workers qualification development

22. Paid Union Education Leave

The employer will release employees bound by this collective agreement on paid education leave.

The annual allocation of paid education leave for employees bound by this collective agreement shall be based on Section 74 of the Employment Relations Act 2000.

The formula is as follows:

Full Time Equivalent Eligible Employees	**Days of employment relations education leave the Union may allocate**
1-5	3
6-50	5
51-280	1 per 8 FTE/ or part of that number
281 or more	35 days plus 5 days for every 100 FTE or part of that number that exceeds 280

An eligible employee who normally works 30 hours or more equals 1 FTE. An eligible employee who normally works less than 30 hours per week equals .5 FTE.

This provision shall be in addition to other leave as may be required for delegates to attend meetings and events which are not covered by the provisions of paid education leave of the ERA 2000.

On March 31 each year the Union party to this agreement shall notify the employer of the

1. maximum number of employment relations leave days, and the

2. details of the calculation

23. Access

Authorised representatives of the Union party to this Agreement shall be entitled to enter the workplace at reasonable times to meet and talk with members and employees who may be entitled to become members.

Access to the workplace will be as set out in the Employment Relations Act 2000 and any amendments.

"Before entering a workplace under section 21, a representative of a union must request and obtain the consent of the employer or a representative of the employer." Section 20A(1) ERA 2000.

When a Union representative enters the workplace they will:

(i) Notify the manager of the reason for entry; provide evidence of his or her identity and authority to represent the union. If the manager is not there, the union representative must leave a written notice; and

(ii) Act reasonably, having regard to normal business operations; and

(iii) Comply with all notices in the workplace including notices about restricted entry due to the presence of noro virus, for example; and

(iv) Comply with all health & safety and security requirements; and

(v) Respect resident's bedrooms as private spaces; and

(vi) Avoid taking staff off the floor or away from their normal work without the consent of the appropriate manager, such consent not to be unreasonably withheld.

24. Union Meetings

(a) An employer shall allow every union member employed by the employer to attend union meetings of up to four hours on pay in total in each calendar year.

(b) The union must give the employer at least 14 days notice of the date and time of any union meeting to which subsection (a) applies.

(c) "The employer will determine what if any essential services are required to ensure that the maximum number of union members is able to attend."

(d) Work shall resume as soon as practicable after the meeting.

25. Delegate Rights

(a) The employer will recognize delegates, chosen by employees as the Union representatives.

(b) Representatives of the Union shall be granted leave of absence to attend to the business of delegates meetings on due notice being given to the Employer.

(c) Delegates will have the right to accompany another member when representing them in a grievance.

(d) Delegates will have the use of a union board for the posting of union notices.

(e) The Employer undertakes to pay Union delegates carrying out arranged business at the specific request of the Employer without loss of pay.

(f) The delegates will be given access to facilities for the effective performance of their job including telephone, fax and email.

26. Termination of Employment

Caregivers - except in the case of casual Caregivers the engagement shall be terminable by two weeks notice in writing by either side.

Registered Nurses – except in the case of casual Nurses the engagement shall be terminable by 1 months notice in writing by either side.
Where employment is terminated without the requisite notice two weeks'/ 1month wages shall be paid or forfeited in lieu of notice. This shall not apply in the case of summary termination for willful misconduct.

Such notice shall not be counted as annual leave

This shall not prevent the summary termination of employment for serious misconduct as set out in the Policy Manual.

27. Payment of Termination

When employment is terminated in accordance with the terms of this agreement all moneys due to the employee shall be paid by cheque on the day following termination, or if mutually agreed, by direct credit following the end of the pay fortnight.

28. Disciplinary Codes

The employer's discipline and dismissal procedures are set out in the employer's disciplinary code in the policy manual. All disciplinary and dismissal matters will be dealt with fairly, promptly, consistently and in conformity with the prescribed procedures.

29. Abandonment of Employment

When an employee is absent from work for more than two days without the consent of the employer or without notification to the employer the employee may, at the employer's discretion, be deemed to have terminated his/her employment without notice.

30. Agreement to be Displayed

Copies of this Agreement shall be made readily available to employees covered by the Agreement and a copy shall be given to new employees by the Employer.

31. Personal Grievance / Disputes Procedure

Resolution of Employment Relationship Problems:

Statement of the Parties

It is the intent and purpose of the parties to this Agreement to promote harmony and co-operation between the employer and its employees and to provide effective procedures for the prompt and equitable resolution of disputes which may arise from time to time between the employer and any employee covered by this agreement.

In accordance with the provisions of the Employment Relations Act 2000 the following procedures and services are available to the employer and employee for the resolution of all employment relationship problems.

Definitions

Employment Relationship Problem includes a personal grievance, a dispute, and any other problem relating to or arising out of an employment relationship, but does not include any problem with the fixing of new terms and conditions of employment.

Personal Grievance means a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union or employees' organisation.

Dispute means a dispute about the interpretation, application or operation of an employment agreement.
Refer Section 103 of Employment Relations Act

Raising a Personal Grievance or other problem

An employee who considers that he/she has a **personal grievance** must raise the grievance with the employer by making the employer aware of the personal grievance that the employee wants to have addressed.

The employee must formally raise the **personal grievance** in writing within 90 days of the action causing the grievance.

For any other **employment relationship problem,** (including a dispute) the employee should advise the employer of the existence and nature of the problem and that the employee wants something done about it.

Employees are entitled to seek representation at any time. The union may act for the Employee. If the employment relationship problem cannot be resolved by discussion between the employer and employee, then either party may request assistance from the Department of Business and Innovation who may provide mediation services.

If the problem is not resolved by mediation, the employee may apply to the Employment Relations Authority for investigation and resolution.

Extended Time Period for Personal Grievance for Sexual Harassment:

The Employer agrees to update the clause for Personal Grievance to include The Employment Relations (Extended Time for Personal Grievance for Sexual Harassment) Amendment Act. This allows emplyees more time to raise a personal grievance, rising from 90 days to 12 months. The new time applies to sexual harassment events that happened, or came to the notice of the employee, on or after 13th June 2023. The new time applies even if the employee leaves the employment during the 12 month period. For all other personal grievances, the time to notify the employer is unchanged at 90 days.

32. Continuity of Service

Where a contractor takes over the employment of staff at O'Conor Home or the legal entity changes, all staff continued to be employed at O'Conor Home shall be deemed to have been in continuous service.

33. Other Employment and Conflicts of Interest

Employees shall not, within the term of their employment, set themselves up or engage in private business or undertake other employment in direct competition with the employer using knowledge or materials gained in their employment with the employer. However, employees may undertake other employment so long as such employment is in their own time and does not conflict with their employment with the employer.

34. Confidentiality

All employees are required to keep information about the business of the employer confidential. Disclosure may only be made with the express consent of the employer.

Personal information relating to residents must not be disclosed without their, agent or the Manager's permission unless that information is required by medical staff or Government departments or information to family is authorised by the Charge Nurse/Manager's permission. Failure to observe confidentiality will be dealt with under the Disciplinary Code.

35. Redundancy

(a) All employees to be declared redundant will receive not less than four weeks' notice of the termination of their employment or in lieu of such notice shall receive four weeks pay.

(b) In the event of redundancy the employer undertakes to consult with the union regarding process.

36. Co-operation, Consultation and Management of Change

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

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

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

(d) The process shall be as follows:

(i) The initiative being consulted about should be presented by the employer as a "proposal" or "proposed intention or plan" which has not yet been finalised.

(ii) Sufficient information will be provided by the employer to enable the party/parties consulted to develop an informed response.
(iii) Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.
(iv) Genuine consideration must be given by the employer to the matters raised in the response.
(v) The final decision shall be the responsibility of the employer.

37. Variations of Agreement

This agreement may be varied by the agreement of both parties in writing.

38. Term

This Agreement shall operate from 1st September 2026 – 31 August 2027.

In witness thereof this agreement has been executed by the parties

For Employer

24/9/2026

Trustee
O'Conor Institute Trust Board

Date

For Union

24/09/2026

Organiser
New Zealand Nurses Organisation

Date

24-9-26

Organiser
E TŪ Incorporated

Date