

OBSERVATORY VILLAGE CARE LIMITED



COLLECTIVE AGREEMENT

1 September 2026

to

31 August 2027



Tōpūtanga Tapuhi Kaitiaki o Aotearoa
NEW ZEALAND NURSES ORGANISATION

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1. **PARTIES**

The parties to this Collective Agreement (agreement) are:

- 1.1 OBSERVATORY VILLAGE CARE LIMITED (Employer) ; and
- 1.2 TŌPŪTANGA TAPUHI KAITIAKI O AOTEAROA: THE NEW ZEALAND NURSES ORGANISATION INCORPORATED (NZNO, Union)

2. **COVERAGE**

- 2.1 This collective agreement is agreed pursuant to the Employment Relations Act 2000 and shall cover those who are employees of the employer who are members of the union and who work in the following roles:-
 - (a) Caregivers
 - (b) Enrolled Nurses
 - (c) Registered Nurses
- 2.2 This collective agreement will not apply to any casual employees.
- 2.3 The Union will provide the Employer with a copy of a membership list upon request within 10 working days.

3. **TERM**

- 3.1 This agreement shall come into force on 1 September 2026 and shall expire on 31 August 2027. This agreement replaces any previous agreements, arrangements or representations and represents the entire agreement between the parties.

4. **DEFINITIONS**

- 4.1 "Employee(s)" means any employee of the company covered by this agreement.
- 4.2 "Employer" means Observatory Village Care Limited.

5. **INTENTION OF THE PARTIES**

- 5.1 The employer and the employees covered by the agreement agree that it is in the parties' mutual interests to operate in an efficient, competitive, and profitable business.
- 5.2 The parties to this agreement are committed to safeguarding the safety, health and welfare of the employees and providing conditions of employment and payments which are fair and equitable to employees and the employer, and which safeguard the employer's various interests while providing maximum possible continuity and security of employment.
- 5.3 The employer, union and employee's also understand and agrees that the employee's work is governed by a substantial legislative and regulatory regime including health and safety, and health care regulatory requirements. The employer, union and employee's all acknowledge and agrees that they must at all times use their best endeavours to meet these obligations.

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6. VARIATIONS TO THE COLLECTIVE AGREEMENT

- 6.1 Any variations to this agreement during its term shall be agreed by the parties in writing and such variations shall include a date from when and to whom the amendments shall apply.

7. GENERAL DUTIES OF THE PARTIES

- 7.1 Employees covered by this agreement agree to:-
- (a) Honestly, diligently and to the best of their ability carry out their duties and responsibilities under this agreement.
 - (b) Fully devote all hours worked under this agreement to performing, observing and confirming with all duties set out in their position description and any other duties assigned or communicated to them from time to time.
 - (c) Act at all times in a way that promotes and protects the employers business, reputation, and relationships;
 - (d) Comply with the employers requests and directions;
 - (e) Familiarise themselves and comply with the employers rules, policies, and procedures, which the employer may change, revoke, suspend or introduce from time to time;
 - (f) Be open and honest with, and proactively advise, the employer of any issues that arise related to their employment
 - (g) Be flexible and constructive in response to changes within the business; and
 - (h) Take reasonably practicable steps while at work to ensure their own health and safety and the health and safety of their colleagues and other people;
- 7.2 The employer will:
- (a) Deal with employees at all times fairly, reasonably and in good faith;
 - (b) Take reasonably practicable steps to provide employees with a healthy and safe workplace;
 - (c) Notify employee of any rules, policies and procedures that apply to them;

8. REST BREAKS

- 8.1 Employees are entitled to rest breaks and meal breaks which will be allowed in accordance with the requirements of the Employment Relations Act 2000 which includes two paid 10-minute rest breaks and one unpaid half hour meal break in an eight-hour work period. Rest breaks shall be paid at the ordinary hourly rate.
- 8.2 Each employee agrees to take all meal and rest breaks at times that suit the employers needs and as determined by the employer.

9. TRIAL PERIOD

- 9.1 All new employees will be subject to a trial period for the first 90 days of their employment from the commencement date
- 9.2 During the trial period, the employer may dismiss an employee by giving one day's notice of termination, whether the termination takes effect before, at, or after the end of the trial period. The employer may also require the employee to remain away from the workplace on "garden leave" for some or all of the notice period.



- 9.3 Where the employer dismisses an employee during the trial period, the employee acknowledges that:
- (a) Despite anything else in this agreement, they are not entitled to bring a personal grievance or other legal proceeding in respect of the dismissal; and
 - (b) The employer does not have to comply with a request that the employer provides a statement in writing of the reasons for the employee's dismissal pursuant to s120 of the Employment Relations Act 2000.
- 9.4 The later termination provisions in this agreement do not apply if the employer gives the employee notice of termination under this provision during the trial period. The employer reserves the right to summarily dismiss an employee for serious misconduct.

10. WORK VISA

- 10.1 It is a condition of employment that employees hold and maintain a current valid Work Visa issued by Immigration New Zealand. It shall be the employee's responsibility to ensure that their Work Visa is maintained and current at all times.
- 10.2 In the event of a Work Visa expiring or ceasing to be valid for any reason whatsoever, the employer reserves the right to terminate employment forthwith, to take effect no later than the final day of the employee's Work Visa.
- 10.3 Where an employee's employment is terminated on the grounds that they no longer hold a valid Work Visa, the notice period set out below may be shortened, or forfeited altogether, to reflect the period of time remaining on the Work Visa.
- 10.4 Employees shall not be entitled to paid work, or to be paid notice, for any period for which there is no valid Work Visa.

11. HOURS OF WORK

- 11.1 The hours of work for an employee shall be as provided for in their individual terms of employment.
- 11.2 Any duty, once commenced, shall be continuous unless otherwise agreed between the employer and the employee.
- 11.3 The working week shall start at 07:00 on a Monday

12. REMUNERATION

- 12.1 The minimum rates of remuneration for employees covered by this agreement are as follows:-

Caregivers	Rate
Level 0 - No Qualifications	\$25.20
After 6 months	\$25.55
Level 2 Qualification	\$26.55
Level 3 Qualification	\$28.85
Level 4 Qualification	\$31.00
Level 4 med comp	\$31.50

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Registered Nurses	Rate
Step 1	\$34.02
Step 2	\$36.83
Step 3 new off CAP	\$39.12
Step 4	\$41.33
Step 5	\$45.92
Step 6	\$47.30

Enrolled Nurses	Rate
Step 1	\$31.25
Step 2	\$32.69
Step 3	\$35.26
Step 4	\$36.44

- 12.2 The Employer shall determine an employee's placement within a grade in a particular scale and their remuneration shall be as provided for in their individual terms of employment.
- 12.3 Caregiver progression will be on the basis of qualifications held and achieved and from the date the Employer is provided with a copy of any new qualification.
- 12.4 For RN and EN's progression within grades will be on an annual basis and subject to achievement of satisfactory performance as assessed at an annual performance review. Progression will be considered after each complete year of service in a grade with a year commencing from 1 September 2026.
- 12.5 Remuneration will be paid fortnightly by direct credit to an account nominated by employees. We may make reasonable changes to employees' pay cycle.
- 12.6 Following consultation deductions from an employees' remuneration may be made by the employer for any overpayment, employee default, by agreement, for debts owing to the employer, for leave in excess of paid entitlements under statute or expressed herein, or as otherwise provided for in this agreement.

13. ALLOWANCES

13.1 On-Call and Call Outs

- (a) The employee agrees that they may be required to be on call to ensure the needs of the business are met. The employee may also be required to attend work for a call out.
- (b) If the employee is required to be on call, the employee will be paid reasonable compensation for their availability. the employer has set out the details of this below in clause 13.1(d).
- (c) If the employee is called out to attend work, they shall be paid employees' hourly rate for any additional hours worked.
- (d) On Call Availability Compensation: If the employee is required to be on call for a shift, they shall be paid the gross sum of \$110 as reasonable compensation for employees' availability.

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14. **KIWISAVER**

- 14.1 If eligible, employees will be automatically enrolled in a KiwiSaver scheme under the provisions of the KiwiSaver Act 2006 (Act) and will be provided with a KiwiSaver information pack on starting employment. Once the employee has read the information in the pack, they will need to decide whether they want to opt out of KiwiSaver. If they are a KiwiSaver member the employer will make compulsory employer contributions to their KiwiSaver scheme as required by the Act.

15. **HOLIDAYS ACT 2003**

Employees are entitled to holidays and leave in accordance with the Holidays Act 2003. For more information about entitlements, they can contact the Ministry of Business, Innovation and Employment (MBIE) on 0800 20 90 20 or visit MBIE's Labour Information website at <http://employment.govt.nz/er/>. Employees may also contact employees union if the employee belong to one.

16. **ANNUAL HOLIDAYS**

- 16.1 Employees will be entitled to four weeks' annual holidays after the completion of 12 months continuous service.
- 16.2 Annual holidays shall be taken by mutual agreement, or at the employer's direction with 3 weeks' notice.
- 16.3 Employees can ask their employer to pay out in cash, up to one week of their four weeks' minimum entitlement to annual holidays per year for each entitlement year.

17. **PUBLIC HOLIDAYS**

- 17.1 The following days will be recognised and observed as public holidays, on pay, when the public holiday falls on a day that would otherwise be a working day for employees:
- Christmas Day (25 December)
 - Boxing Day (26 December)
 - New Years Day (1 January)
 - 2 January
 - Waitangi Day
 - Good Friday
 - Easter Monday
 - Anzac Day
 - The Birthday of the Reigning Sovereign
 - Matariki
 - Labour Day
 - The Anniversary Day of the Province (or the day this is locally observed)
- 17.2 Employees may be required to work on a public holiday that falls on a day that would otherwise have been a working day for the employee, or as additional hours where the employee is required to be available in accordance with this agreement. Where the employee works on any public holiday on this basis or because the employer otherwise agrees, they will be paid one and a half times what they would normally have been paid for the time worked in accordance with the Holidays Act 2003. If that day would otherwise have been a working day for the employee, they will also be entitled to an alternative holiday on pay.
- 17.3 If the parties are not able to agree on a date on which the employee will take an alternative holiday, the day must be taken on a date determined by us. We will give employees at least 14 days' notice of the requirement to take the alternative holiday.

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- 17.4 If the employee has not taken the alternative holiday within 12 months of becoming entitled to it, they may request that it is paid out instead. The decision whether or not to pay out the alternative holiday rests with the Employer.
- 17.5 Any work on a public holiday must be requested and approved in advance and in writing, otherwise the benefits in this clause will not apply.

18. SICK LEAVE AND FITNESS FOR WORK

- 18.1 On completion of six months' continuous service with the Employer, employees shall be entitled to paid sick leave in each 12 month period following as provided for in the Holidays Act 2003. This leave is to be used where:
- (a) they are sick or injured;
 - (b) their spouse or partner is sick or injured; or
 - (c) a person who depends on them for care is sick or injured.
- 18.2 Employees shall notify the Registered Nurse on duty or applicable Manager/Supervisor personally by telephone of the need to take sick leave as soon as practicable on the first day of absence and each day of absence thereafter.
- 18.3 The employer may require employees to provide a medical certificate if the employee takes sick leave and:
- (a) They or their spouse, partner or dependant has been sick or injured for three or more consecutive days (at their cost); or,
 - (b) They have used up their sick leave entitlement or have taken more than the minimum entitlement of sick leave provided for by the Holidays Act 2003 (at their cost); or
 - (c) we otherwise want them to provide a medical certificate to support an employee's claim for sick leave (at our cost).
- 18.4 If a medical certificate is not provided when required by the employer to support a claim for paid sick leave as per 18.3, the employer may not pay for the sick leave claimed. Except by agreement, the employer will not accept retrospective medical certificates obtained later than the third day of any period of sick leave.
- 18.5 The employer may request that employees consult one or more health professionals nominated or approved by us, at the employer's cost, to provide advice about their health and fitness for work, including for alternative duties and rehabilitation, and about ways of managing their illness or injury while at work. The employer may make this a condition of the employee remaining at work or returning to work from sick leave. If employees do not consult a health professional as requested, the employer may act on the basis of the information available to it at the time.
- 18.6 Any unused paid sick leave may be carried over from one year to the next up to a maximum of 20 days in any given year.

19. BEREAVEMENT LEAVE

- 19.1 After six months' continuous service with us, employees shall be entitled to bereavement leave of:
- (a) Three days:
 - (i) on the death of their spouse or partner, child, parent, brother or sister, mother-in-law, father-in-law, grandparent, or grandchild.
 - (ii) on the end of their pregnancy by way of miscarriage or still-birth; or



- (iii) on the end of another person's pregnancy, by way of miscarriage or still birth, if they:
 - (A) are the person's spouse or partner; or
 - (B) are the person's former spouse or partner and would have been the biological parent of a child born as a result of the pregnancy; or
 - (C) had undertaken to be the primary carer of a child born as a result of pregnancy; or
 - (D) are the spouse or partner of a person who had undertaken to be the primary carer of a child born as a result of the pregnancy.
- (b) One day, in any other case where the employer accept that the employee has suffered a bereavement, taking into account employees' closeness of association with the deceased and any responsibilities they have in relation to the death or funeral.

20. PARENTAL LEAVE

- 20.1 Parental leave will be allowed in accordance with the provisions of the Parental Leave and Employment Protection Act 1987.

21. FAMILY VIOLENCE LEAVE

- 21.1 Family violence leave will be allowed in accordance with the provisions of the Holidays Act 2003.
- 21.2 Employees shall notify the employer personally by telephone of the need to take family violence leave as soon as practicable on the first day of absence and each day of absence thereafter.
- 21.3 The employer may require the employee to provide proof that they are affected by family violence from Police, a relevant Government department, or a family violence support service. If proof is not provided when required by the employer to support a claim for paid family violence leave, the employer may not pay for the family violence leave claimed. Information provided to the employer to support a claim for family violence leave will be treated in the strictest of confidence.

22. HEALTH AND SAFETY AND ALTERNATIVE DUTIES

- 22.1 The parties shall take reasonably practicable steps to ensure the workplace is healthy and safe and shall comply with all relevant health and safety legislation.
- 22.2 Employees shall:
 - (a) notify the employer of any work-related hazard they become aware of as soon as practicable on the day on which the hazard is identified;
 - (b) report any work-related accident, incident, illness, or discomfort to the employer as soon as practicable on the day on which the accident, incident, illness, or discomfort occurs. Failure to do this may result in the employer not accepting that the event occurred at work;
 - (c) notify the employer as soon as practicable and within one working day of filing any work-related claim with ACC. Employees shall also provide the employer with copies of the application form and such other documentary evidence and medical certificates as provided to or by ACC, relating to their continued eligibility for earnings related compensation, in addition to any other information that the employer may require.

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- (d) notify the employer immediately of any significant change to their work duties, place of work or work environment, where such a change has, or is likely to have, an impact on their health;
- (e) notify the employer immediately after they become aware that they may be suffering the effects of work-related stress. Employees will co-operate with the employer by taking any necessary steps to reduce or remove the effects of such work-related stress;
- (f) notify the employer immediately if they are suffering from fatigue due to lack of sufficient rest or sleep, and comply with the employer's instructions to manage this risk;
- (g) participate in any health monitoring activities required by us, as part of the employer's ongoing health and safety policies and procedures. This may include testing for use of drugs and/or alcohol in the workplace, in accordance with the employer's policies and procedures, and any other similar health surveillance activities adopted by the employer to monitor and protect the health and safety of workers;
- (h) familiarise themselves with all emergency procedures adopted by the employer and follow those procedures;
- (i) wear all protective clothing and equipment issued by the employer as required and safely perform the duties of their position;
- (j) only operate plant or equipment they are trained or authorised to use;
- (k) participate in health and safety management system to help maintain a safe workplace; and
- (l) undertake alternative duties as are available and within their capability, as the employer direct where they are suffering from any illness or injury impacting their ability to perform the duties of their position.

23. UNIFORM

- 23.1 Where the employee is provided with a uniform that the employee are required to wear while at work, the employee are responsible for cleaning it, caring for it and returning it in a reasonable condition when employees employment ends.
- 23.2 Employees agree to present themselves in line with the employer's business image and the nature of employees' role while on the job and to wear employees Name Badge when on the premises.
- 23.3 Any employee who loses any item of company uniform or fails to return all items of uniform on termination of their employment agrees that the Employer may deduct the replacement cost of the unreturned items from the employee's final pay.

24. TERMINATION

- 24.1 Either party may terminate the employment relationship by giving four weeks notice. Where employees do not give the requisite notice, the employer may deduct the equivalent remuneration from any payment due to the employee or otherwise recover this amount from them, to compensate for costs incurred in relation to their failure to give notice.

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- 24.2 The employer may also terminate the employment relationship:
- (a) summarily for serious misconduct; or
 - (b) for medical incapacity, where as a result of illness or injury, the employee is incapable of the full ongoing performance of employee's duties under this agreement.
- 24.3 The employer may pay employees in lieu of working out all or part of their notice period. The employer may also require that they undertake limited or different duties during any notice period or require that they remain away from the workplace on "garden leave." To the extent that the employer assign different duties, those will be reasonable having regard to the nature of the employee's position, skills, and experience.

25. ABANDONMENT

- 25.1 Where an employee has been absent from work for three consecutive working days without authorisation or good cause and the employer cannot contact that employee, they shall be deemed to have abandoned and terminated their employment without notice.

26. RESTRUCTURING AND REDUNDANCY

26.1 Redundancy:

- (a) Where an employee's position is made redundant, the employer will give notice of termination as specified in Schedule A.
- (b) Employees will not be entitled to any redundancy compensation except as may be provided by Schedule A.

26.2 Restructuring:

- (a) Where the employer enter into negotiations for the sale, transfer or contracting out of part of the business (as those terms are used in section 690I of the Employment Relations Act 2000) (restructuring), and if that would result in an employee's position being made redundant:
 - (i) The employer will ask the person acquiring the business whether they wish to offer the employee (and any other employees who are affected) employment and, if so, whether this would be on the same terms and conditions and/or whether employment would be treated as continuous. Ultimately the decision rests with the person acquiring the business.
 - (ii) If the person acquiring the business does not offer to employ the employee, or if the employee does not want to accept an offer from that person, the employer will meet with the employee as soon as practicable to discuss their entitlements under this agreement, possible redeployment options, the next steps in terms of process, and any other matters that either of the employer raise.
 - (iii) If the person acquiring the business wants to offer employment to the employee, the employer will endeavour to ensure that the offer and the details of the transfer process are communicated to the employee within a reasonable timeframe.

- 26.3 Employees consent to the employer providing details about their position and any other relevant personal information to any potential or actual new employer for the purpose of negotiation or any other related purpose during any proposed or actual restructuring.

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- 26.4 Where employees are offered and accept or refuse employment by the new employer on similar terms and conditions of employment or any other negotiated terms and conditions, or where they are not offered employment by the new employer, the period of notice of termination of employment will be given and no redundancy compensation shall be payable to the employee.

27. CONFIDENTIALITY

- 27.1 During the employment relationship employees will have access to the Employers confidential information (confidential information), which means any information (in either hard or electronic copy, or otherwise) including:
- (a) data or footage not in the public domain or known generally outside of the Employers business, which relates to any the Employers business affairs, finances, trade secrets, intellectual property, employees, contractors, or customers/clients, whether that information is held in hard copy, electronically or otherwise; and
 - (b) technical information, trade secrets, intellectual property and confidential know-how including processes, techniques, source, and object codes, software, and documentation.
- 27.2 Examples of the Employers confidential information include but are not limited to:
- (a) Client/resident lists and information;
 - (b) Resident health information;
 - (c) details of key business contacts, prices, marketing, strategies, litigation, and the Employers personal information or that of other employees, residents or people otherwise dealing with us; and
 - (d) passwords and PIN numbers used to access the Employers electronic or other data and systems, business premises or any secure facility or area within business premises.
- 27.3 The Employers confidential information is to be kept strictly confidential and not communicated or disclosed, except as authorised by us, both during the term of this agreement and following its termination. Employees must take all reasonable steps to prevent the improper use or disclosure of any of the Employers confidential information.

28. OTHER INTERESTS

- 28.1 Employees must not accept any payment or other benefit in money or kind, as an inducement or reward for any action in connection with any matters or business transacted by the employer or on its behalf.
- 28.2 Employees must immediately advise the employer of any potential or actual conflict of interest, including the possibility that they could inadvertently disclose confidential information to competitors, for example where a friend or relative works for or is involved in a business similar to ours.
- 28.3 During the employment relationship employees shall not, except with written consent (which shall not be unreasonably withheld), be employed by anyone else or directly or indirectly engaged or interested in any other activity whatsoever, where that employment, engagement or interest creates a conflict of interest to employees' role with the employer including in terms of:
- (a) Protection of our:
 - (i) commercially sensitive information;

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- (ii) commercial reputation;
 - (iii) proprietary interests; and/or
- (b) Workplace health and safety, including an employees ability to perform their role with the employer safely.

28.4 Where the employer consider that a conflict of interest exists the employer may instruct employees to provide information and/or take action to resolve the conflict where practicable, or the employer may terminate their employment.

29. PROPERTY

- 29.1 Any intellectual property (including any copyright work) created during the course of an employees' employment will be the employer's sole property, from the time that the intellectual property is created.
- 29.2 Employees waive all moral rights in any copyright work covered by this clause.
- 29.3 Upon request, and at the employer's cost, employees will do anything that the employer requests to vest these intellectual property rights in the Employer. If an employee fails to comply with a request within the timeframe the employer specifies, they hereby appoint the employer as their attorney to execute any documents on their behalf.
- 29.4 On termination of their employment, or at the employer's request, employees shall deliver up to the employer all confidential information, intellectual property, documents, papers, materials, records, information, customers lists and all other property of the Employer's in their possession or control.

30. DISCIPLINARY PROCEDURE

- 30.1 Misconduct and serious misconduct may justify disciplinary action.
- 30.2 Serious misconduct may justify termination without notice. Examples of behaviour which may amount to serious misconduct include:
- (a) Serious breaches of work rules or policies.
 - (b) Refusal to carry out reasonable and lawful work instructions.
 - (c) Falsifying information including timesheets, leave requests or any other records.
 - (d) Being in a department without proper purpose after normal working hours and/or entering a restricted area without authorisation.
 - (e) Being at work having consumed or used alcohol or drugs or under the influence of alcohol or drugs or bringing alcohol or drugs to work without approval.
 - (f) Unauthorised possession and/or use of property or information, including any of documents or electronic data, or the property or information of clients or of any other employee.
 - (g) Failure to declare any conflict of interest or potential conflict of interest.
 - (h) Unauthorised access to or interference with computer systems including by deletion, alteration, copying or damage.
 - (i) Failure to observe health and safety rules or procedures including failure to use safety equipment or clothing provided by us.
 - (j) Unlawful or unauthorised removal, possession, or misappropriation of money or property, or damage to property.

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- (k) Leaving the workplace during working hours or failing to report to the assigned workplace without consent.
- (l) Sleeping at work.
- (m) Using offensive, aggressive, belittling, or threatening language or behaviour at the place of work.
- (n) Fighting, physical abuse or assault.
- (o) Failure to immediately inform the employer regarding any material change in personal circumstances which could impact the employment relationship, including notification of any pending criminal charges or of any issue under investigation by any professional body that an employee belongs to.
- (p) Failure to meet dress, personal hygiene, and grooming standards.
- (q) Misrepresentation of, or any action that undermines (or has the potential to undermine) the employer or relationships with clients or brings (or has the potential to bring) the employer into disrepute.
- (r) Any form of harassment, coercion, discrimination, or exploitation, including sexual and racial harassment.
- (s) Smoking or eating anywhere other than designated areas.
- (t) Failure to hold or maintain relevant memberships, qualifications, and/or licences as necessary to the employment relationship.
- (u) Provision of false or misleading information during the recruitment process, including by omission, for example, failure to answer questions fully, falsification of references and failure to reveal medical conditions or disabilities that may affect work performance.
- (v) Any crime, offence, or dishonest act that (in the employer's view) impacts the employment relationship.

30.3 Examples of behaviour which may amount to misconduct include:

- (a) Less serious breaches of work rules or policies.
- (b) Lateness.
- (c) Time or material wasting.
- (d) Unprofessional behaviour.

30.4 Where an act of serious misconduct has not resulted in summary dismissal or in cases of misconduct, which is less serious, the employer may take action as the employer consider appropriate, including one or a combination of the following examples:

- (a) a performance improvement plan;
- (b) a written warning or final written warning;
- (c) demotion and/or redeployment to another position within the workplace temporarily and/or permanently;
- (d) changes to employees' remuneration, benefits, allowances, duties, and/or privileges; and/ or
- (e) any other appropriate sanction.

30.5 Before taking action against employees, the employer will follow a fair and reasonable process with the employee, as the employer consider appropriate in the circumstances.

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30.6 Suspension

- (a) The employer may suspend an employee with or without pay where appropriate, including where:
- (i) either party wishes to obtain legal advice;
 - (ii) the employer deem it necessary to in order to carry out a comprehensive and fair investigation;
 - (iii) the employee poses a risk to business including the health and safety of the employee or others, property, or reputation;
 - (iv) the employee has tested positive for drugs and/or alcohol in breach of the employer's drug and alcohol testing policy; or
 - (v) investigation into any matter relating to an employee is delayed for any reason including as a result of police inquiry, investigation or prosecution, or any order made by a judicial body.

31. DELEGATES

- 31.1 The employer accepts that employee job delegates are the recognised channel of communication between the union and the employer in the workplace. Accordingly paid time off (at ordinary time rates) shall be allowed for two recognised employee delegates to attend meetings with management, consult with union members, and other recognised employee job delegates and union officials, to consult and discuss issues such as management of change, staff surplus, and representing employees. With the understanding that the meetings fit in with workload and are in on duty time.
- 31.2 Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.
- 31.3 The amount of paid time off and facilities provided shall be sufficient to enable delegates and Convenors of delegates (where these positions exist) to give adequate consideration to the issues in the workplace.
- 31.4 Where recognised workplace activities are required outside working hours, delegates shall be paid at ordinary rates or granted time in lieu on a time for time basis

32. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

- 32.1 An "employment relationship problem" includes:
- (a) a personal grievance;
 - (b) a dispute; and
 - (c) any other problem relating to or arising out of the employment relationship but does not include any problem with the determination of new terms and conditions of employment.
- 32.2 If an employee wishes to raise a personal grievance for sexual harassment, they must raise the grievance with the employer within 12 months of the date of the action alleged to amount to a personal grievance occurring or coming to the employee's notice, whichever is the later.
- 32.3 If an employee wishes to raise any other personal grievance, they must raise the grievance with the employer within 90 days of the date of the action alleged to amount to a personal grievance occurring or coming to the employee's notice, whichever is the later.
- 32.4 Any employment relationship problem should in the first instance be raised by the employer with the employee or the employee with the employer as soon as possible, so that the parties can work to resolve it.
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- 32.5 The parties are entitled to seek advice and assistance from a chosen representative in raising and/or discussing any employment relationship problem.
- 32.6 If the employee wishes to raise an employment relationship problem with the employer in writing, they should cover the following points:
- (a) details of the grievance, dispute, or problem;
 - (b) why the employee feels aggrieved; and
 - (c) what solution is sought to resolve the grievance, dispute, or problem.
- 32.7 If the problem cannot be resolved internally, the parties can access the Employment Relations Service run by the Ministry of Business, Innovation and Employment. The Employment Relations Service provides general information about employment rights and obligations, as well as providing mediators to assist parties to resolve employment relationship problems.
- 32.8 If either party believes that mediation is inappropriate, or if the employment relationship problem has not been resolved after using the Employment Relations Service, either party can apply to the Employment Relations Authority for assistance. This is a more formal step to take. The Authority's role is to investigate the problem and to make a decision.
- 32.9 If a decision is made by the Authority and either party is not satisfied with that decision, the party may be able to appeal the decision to the Employment Court. Following that, a party may, with leave, appeal to the Court of Appeal and ultimately the Supreme Court on questions of law.

33. BUSINESS INTERRUPTION

- 33.1 Should any circumstances beyond the employer's control occur (other than a redundancy situation or termination for cause) including for example flood, weather event, earthquake, fire, loss of power, health epidemic or pandemic, and/or force majeure, and interrupt business, the employer may require the employee to take annual holidays and/or leave without pay, work different and/or reduced hours, and/or modify the duties of an employees position, to accommodate that business interruption.

34. COMPLETE AGREEMENT

- 34.1 This CA and any letter of offer sets out the whole agreement between the parties. It replaces any other agreements, arrangements or representations.

SIGNED at Oamaru this day of September 2026 by the Parties as follows:

Signed for and on behalf of the Employer
OBSERVATORY VILLAGE CARE
LIMITED by JANE RALSTON


Date 8/9/2026





Individual Terms

1.0 Parties

1.1 The parties to this agreement are:-

OBSERVATORY VILLAGE CARE LIMITED
EMPLOYEE NAME

2.0 Commencement date

The Employee commenced employment with us on **Date**

3.0 Hours of Work:

- 3.1 The employee's agreed hours of work will be determined by roster with hours of work being Monday to Sunday, both days inclusive. Actual days and hours of work will be in accordance with the roster which will be issued no less than two week in advance or as agreed between us.
- 3.2 We reserve the right change the roster structure at our discretion.
- 3.3 Any additional hours of work will be as agreed between us.
- 3.4 Shifts may only be changed or exchanged with the express approval of your manger and may not be changed or exchanged where it will cause you to work consecutive shifts.
- 3.5 It is the responsibility of each shift to hand over with a verbal report to the on-coming shift in a professional and responsible manner. In order to facilitate a proper handover of duties, the outgoing shift shall remain on duty and fully responsible for the running of the premises until relieved by the incoming shift

4.0 Remuneration

Wages

- 4.1 The employee shall be paid the gross hourly wage rate of **\$0000** per hour for each and every hour worked pursuant to this agreement. This level/step **???** on the **???** scale in the collective agreement dated 1 September 2026 to 31 August 2027
- 4.2 This may be divided into quarter hour periods for the purposes of entitlement or deduction.

Signed for and on behalf of TŌPŪTANGA
TAPUHI KAITIAKI O AOTEAROA: THE
NEW ZEALAND NURSES ORGANISATION
INCORPORATED by
GWYN STEVENSON

)
)
)
Date


7/9/2026



4.3 Week-end rate of time and a quarter for Registered Nurses applies from Midnight Friday to 7am Monday.

6.0 Work Location:

6.1 The employee's base place of work shall normally be **Observatory Village, 21 Stoke Street, Oamaru** and any other location as reasonably directed by us.

7.0 Uniform

7.1 The employee will be provided a uniform that you are required to wear while at work. You are responsible for cleaning it, caring for it and returning it in a reasonable condition when your employment ends.

7.2 You agree to present yourself in line with our business image and the nature of your role while on the job and to wear your Name Badge when on the premises.

8.0 Performance and Remuneration Review:

8.1 We will conduct an annual performance. Any review will not automatically result in a remuneration increase.

8.2 Any review of remuneration increase is at our discretion.

9.0 Qualifications [applicable to nurses only]

9.1 As a Registered Nurse, your name must be entered on the Register of the Nursing Council of New Zealand as a Registered Nurse.

9.2 As an established Enrolled Nurse position, your name must be entered on the Register of the Nursing Council of New Zealand as an Enrolled Nurse.

9.3 We agree to pay the cost of your annual practising certificate on the provision of the invoice for payment. This reimbursement shall only be paid where you are required by us to hold a practising certificate to complete the requirements of your job.

9.4 If you leave within six months of this reimbursement, you shall repay half of this cost and/or you agree to us deducting this amount from monies owing to you as a debt.

9.5 You are responsible for completing all the required information on the renewal form.

Signed at Oamaru this day of 2026 by the parties as follows:-

For and on behalf of Observatory Village Care Limited

Date: _____

 

By the employee

Name

Date: _____

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