

WINDSORCARE

Collective Agreement

2023 - 2024



WINDSORCARE COLLECTIVE AGREEMENT

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WINDSORCARE

COLLECTIVE AGREEMENT

Part I – Technical Matters

1. Parties to the Collective Agreement

- 1.1 This Collective Agreement is made pursuant to the provisions of the Employment Relations Act 2000 and shall be binding on the following parties

Windsor House Board of Governors (Inc) trading as WINDSORCARE (Hereinafter called the “Employer”);

AND

the NZ Nurses Organisation; and

E tū Incorporated

(Hereinafter called the “Union/s”).

- 1.2 The parties agree that new workers commencing employment who are union members and covered by Clause 7 - Coverage of this Collective Agreement during the term of this Collective Agreement shall only be offered this Collective Agreement in accordance with the provisions of the Employment Relations Act 2000.
- 1.3 Original Agreements shall be held by the Employer and Union Parties.

2. New Employees

- 2.1 New Employees will be informed that they are entitled to become a member of the appropriate Union and that should they choose to become a member of one of the Unions that is a Party to this Agreement they will be covered by the Collective Agreement.
- 2.2 New Employees will be introduced to the appropriate Union Delegate as part of the Orientation process and the appropriate Union Delegate shall be provided with an opportunity to meet with the Employee during paid working hours.

2.3 Orientation

All staff will receive two days orientation/training and three hours health and safety training at the commencement of their employment.

3. Term of Collective Agreement

- 3.1 This Collective Agreement shall commence on 1 July 2023 and expire on 30 June 2024.

4. Undertaking of the Parties

- 4.1 The parties to this Collective Agreement agree that this Collective Agreement supersedes all existing Collective Agreements of employment and/or agreements and/or understanding made prior to entering into this Collective Agreement. Nothing in this Collective Agreement stops the Employer providing any individual worker, or group of Employees wages and/or conditions that are better than the minimums provided within this Collective Agreement.
- 4.2 The parties to this Collective Agreement agree to fully observe the terms and conditions it prescribes and do nothing in contravention of the Collective Agreement, in so doing, the parties will give each other the fullest co-operation to the end that harmonious industrial relations shall be maintained.

5. Good Faith

- 5.1 The Parties accept the concept of “*good faith*” required by the Employment Relations Act 2000 and to that end will endeavour to operate on a “no surprises” basis. This means that they will raise matters concerning any employment related issue with the other in an appropriate and timely manner. Once raised, the other party will give an indication as to whether they can address the matter and when it will be addressed. It also means that all are honest in their dealings with the others.
- 5.2 It is acknowledged that “*good faith*” operates throughout the whole of the employment relationship and places rights and responsibilities on the Employer, Employees and the Union to one another and between one another.

6. Variation to Collective Agreement

- 6.1 The terms and conditions of employment of this Collective Agreement may be varied at any time during its currency by agreement between the parties and recorded in writing.

7. Coverage

- 7.1 This Collective Agreement covers employees employed by WINDSORCARE who are members of either of the Union Parties and who are engaged within the classifications provided for in clause 38 of this agreement.
- 7.2 Notwithstanding 7.1 of this clause, this agreement shall not apply to the General Manager, Operations Support Role, the Clinical Manager, the Quality Manager, and administrative staff.

8. Definitions

- 8.1 “**Year**”: means 12 months continuous service inclusive of annual leave.
- 8.2 “**Week**”: is any 40 hours worked within seven days.
- 8.3 “**Fortnight**”: is any 80 hours worked within 14 days.
- 8.4 “**Hourly rates**”: means 1/40th of the appropriate weekly wage.
- 8.5 “**Full-time**”: is an employee engaged to work 40 hours per week on a permanent basis.
- 8.6 “**Part-time**”: is an employee engaged to work less than 40 hours per week with a minimum of 2 hours per day.
- 8.7 “**Reliever**”: is an employee with no permanent days or hours of work who is engaged to work on a relieving basis.
- 8.8 “**Fixed Term**”: is an employee who agrees that employment will end:
(a) at the close of a specified date or period; or
(b) on the occurrence of a specified event; or
(c) at the conclusion of a specified project.
- 8.9 “**Annual Practising Certificate**”: means a certificate issued pursuant to the Health Practitioners Competence Assurance Act 2003.

Part II – Hours of Work Provisions

9. Hours of Work

- 9.1.1 The ordinary hours of work shall be 80 per fortnight. Employees shall not be compelled to work longer than 8 hours in any one continuous period. The hours shall be worked within a time span of 12 hours from the time of commencement except where the employee requests to work a broken shift outside of the 12 hour time span.
- 9.1.2 Employees may request in writing to work in excess of the ordinary hours of work specified in 9.1.1 without the payment of overtime rates.
- 9.2.1 An employee shall not be compelled to work more than five and a half hours without an unpaid break of one half hour for a meal.
- 9.2.2 An employee unable to be relieved from work for a meal break shall be allowed to have a meal on duty and this period shall be regarded as time worked. The Clinical Care Manager must be subsequently advised.
- 9.3 Employees shall be allowed a rest period of 10 minutes within each four hours of a continuous period without deduction of pay.
- 9.4 An employee's two days off per week shall be consecutive except that the day off may be separate no more frequently than one week in four except by mutual agreement or in the case of an emergency.
- 9.5 An employee shall, wherever practicable, be allowed a minimum break of nine consecutive hours off duty between the work of successive duties. Where an employee receives less than the minimum break the employee shall be paid at the appropriate overtime rate for all hours worked after the break until the employee is released from duty for a period of at least nine consecutive hours. This sub-clause shall not apply to employee's on-call or in situations where the employee initiates and agrees to work successive duties without a break of nine consecutive hours.
- 9.6 Relieving or new work will be initially advertised internally to existing staff.
- 9.7 Employees will not be compelled to work broken shifts/divided duties.
- 9.8 Rosters will be available for employees, other than casuals, 14 days in advance of their commencement. Once posted the roster shall not be changed without the agreement of the employee concerned.
- 9.9 Employees shall be offered any additional work prior to the engagement of bureau staff subject to:
- (a) Those employees being appropriately qualified to perform the additional work.
 - (b) Health and safety considerations.
 - (c) Practical constraints in contacting employees where the additional work becomes available at short notice.
 - (d) An employee generally not being offered additional work which may result in an employee working in excess of the ordinary hours of work specified in clause 9.1.1.

10. Overtime

- 10.1 All time worked in excess of the hours described in Clause 9.1.1 shall be overtime, except where a request in writing has been made in accordance with Clause 9.1.2.
- 10.2 Overtime shall be calculated on a daily basis.
- 10.3 Overtime shall be paid at time and a half.

11. Consultation and Management of Change

- 11.1 The parties to this agreement recognise that the employer has the right to manage, organise and make final decisions on the operations and policies of their facilities.
- 11.2 The employer, staff and union parties to this agreement have a mutual interest in ensuring an effective and efficient workplace and acknowledge that each has a contribution to make in this regard.
- 11.3 The employer will consult with employees and their representatives where the employer proposes change which may result in significant changes to either the structure, staffing levels or work practices.
- 11.4 Consultation includes canvassing a proposal with potentially affected employees and the union, and giving due consideration to feedback provided by the employee and the union, prior to any final decision being made to implement the proposal.

Part III – Leave Provisions

12. Public Holidays

12.1 Employees shall be entitled to observe the following public holidays provided they fall on a day which would otherwise be a working day for an employee:

Christmas Day, Boxing Day, New Years Day, 2 January or by agreement, a day in lieu thereof, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Birthday of the Reigning Sovereign, Matariki, Labour Day, Anniversary Day.

12.2 Where Saturday and/or Sunday would otherwise be working days for an employee, Christmas Day, Boxing Day, New Year's Day, 2 January, Anzac Day and Waitangi Day shall not be transferred. If Saturday and/or Sunday would not otherwise be working days for an employee, these public holidays will be transferred to Monday and/or Tuesday.

12.3 The employer may require an employee to work on a public holiday provided the public holiday falls on a day which, but for it being a public holiday, would otherwise be a working day for the employee.

12.4 Where an employee works on a public holiday they shall be:

- (a) paid for the time worked at the rate of time and a half for all public holidays with the exception of time worked on 25 December, which shall be paid for at double time rates; and
- (b) entitled to an alternative holiday.

12.5 Should any of the holidays specified in clause 12.1 occur on an employee's normal work day during the currency of the employee's annual holiday, then such annual holiday may be extended by one day for every such holiday and the employee shall be paid for every such day.

12.6 Overlapping Shifts:

Where a shift overlaps into a public holiday or commences on a public holiday and overlaps into a day which is not a public holiday, the public holiday will be observed on the shift where the majority of the hours are worked on the public holiday.

13. Annual Holidays

13.1 Annual holiday's entitlement shall be allowed in accordance with the Holidays Act 2003.

13.2 Employees who have entitlements to annual leave greater than as provided in this Agreement at the date of this Agreement coming into effect, shall not have that entitlement reduced while continuing in their employment.

14. Long Service Leave

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

- One week after 10 years continuous service with the same employer.
- One week after 15 years continuous service with the same employer.
- One week after 20 years continuous service with the same employer.
- Two weeks after 25 years continuous service with the same employer.
- Two weeks after 30 years continuous service with the same employer.

14.2 All such special holidays shall be paid on the basis of the employee's base hourly rate excluding all allowances and may be taken in one or more periods and at such time or times as may be agreed by the employer and the employee within 1 year of entitlement.

14.3 If an employee, having become entitled to a special holiday, leaves her/his employment before such holiday has been taken, she/he shall be paid in lieu thereof.

15. Bereavement Leave

15.1 In accordance with the Holidays Act 2003 and its amendments, after six months' continuous employment three days' bereavement leave shall be allowed upon the death of the employee's spouse, parent, child (including where there is a miscarriage or still-birth as described in the Holidays Act 2003), brother or sister, father-in-law or mother-in-law, grandparent, grandchild, or spouse's or partner's parent.

15.2 The employee may be entitled to one day's bereavement leave where the employer accepts an employee has suffered a bereavement in accordance with the Holidays Act 2003.

15.3 The employer agrees that on application it may be appropriate to grant unpaid leave in order to accommodate various special bereavement needs not recognised in clauses 15.1 and 15.2 above.

15.4 When an employee suffers a bereavement whilst on annual leave, such leave shall be in accordance with 15.1 or 15.2 as applicable.

16. Sick Leave

16.1.1 After six months current and continuous service with the same employer, a full-time employee shall be entitled to 10 working days per year paid in accordance with the Holidays Act 2003. Sick leave for full time employees shall accumulate to 40 days by carrying forward from one year to another any unused sick leave of 30 days.

16.1.2 Notwithstanding clause 16.1.1, sick leave for part-time employees shall accumulate as follows:

- | | | | |
|-------|------------------------------|---|------------------------|
| (i) | Working 1 or 2 days per week | - | accumulate to 20 days |
| (ii) | Working 3 days per week | - | accumulate to 30 days |
| (iii) | Working 4 or 5 days per week | - | accumulate to 40 days. |

16.1.3 Employees who have accumulated sick leave in excess of the maximum levels expressed in clause 16.1.2 will not have that total of accumulated sick leave reduced as at the date of this agreement coming into force.

16.2 Sick leave may be taken where

- (i) an employee is sick or injured, or
- (ii) an employee's spouse is sick or injured, or
- (iii) a person who depends on an employee for care is sick or injured.

16.3.1 An employee may be requested to provide a medical certificate in accordance with the Holidays Act 2003.

16.3.2 Where an employee has exhausted their sick leave entitlement, the employer may require a medical certificate after one day's absence.

16.4 In the event that an employee has no entitlement left the employer has the discretion to provide additional paid leave. When considering this leave the employer will take into account the following

- (i) The employee's length of service.
- (ii) The employee's attendance record.
- (iii) The consequences of not providing the leave.
- (iv) Any unusual and/or extenuating circumstances and/or relevant medical information.

16.5 An employee may have the choice of using sick leave to cover the difference between ACC and their normal wage. This could be used for work or non-work related injuries. The employee's choice would need to be in writing to the General Manager.

17. Family Violence Entitlements

17.1 The employer will support staff affected by family violence. This support includes:

- (i) For those affected by family violence, providing up to 10 days leave in any calendar year as per the Domestic Violence Victims Protection Act 2018 as Family Violence Leave. Family Violence Leave can be used to assist the employee to deal with the effects of family violence, which may include seeking medical advice, legal advice, counselling, attending legal proceedings, and taking respite, as some examples. Family Violence Leave is in addition to other leave entitlements (such as sick leave and annual leave) and may be taken as consecutive or single days, or as a fraction of a day.
- (ii) To support safety planning and avoidance of harassing contact, and unless the request cannot be accommodated reasonably (on one or more grounds as set out in the Employment Relations Act 2000), the employer will approve any reasonable request from an employee experiencing family violence for:
 - Changes to their span or pattern of working hours, location of work or duties;
 - A change to their work telephone number or email address; and/or
 - Any other appropriate measure including those available under existing provisions for flexible working arrangements.

17.2 An employee who supports a person experiencing family violence may be granted discretionary leave to accompany that person to court, to hospital or to care for children.

17.3 Other than the employer's obligation to record on the employee's leave records that the employee has taken Family Violence Leave, all personal information concerning family violence will be kept confidential and will not be kept on the employees' personal file without their agreement.

17.4 Where an employee requests Family Violence Leave, proof of family violence may be requested by the employer. Such proof may include a document from the police, a health professional or a family violence support person, or other information to support the employee's request.

18. Parental Leave

18.1 The provisions of the Parental Leave and Employment Protection Act 1987 are applicable to employees covered by this collective agreement.

19. Jury Service Leave

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

19.1.1 That the employee produces the Court expenses voucher to the employer.

19.1.2 That the employee returns to work immediately on any day or part day she/he is not actually serving on a jury.

19.1.3 These payments shall be made for up to a maximum of five days in respect of each separate period of jury service.

20. Mental Health/Wellbeing Leave

20.1 During the term of this Collective Agreement, an employee is entitled and encouraged to take one day's paid leave to support their wellbeing/mental health. For the avoidance of doubt, this leave is not considered sick leave pursuant to the Holidays Act 2003. Entitlement to mental health/wellbeing leave is on the following basis:

- (iii) Mental health/wellbeing leave should be taken by agreement (agreement must not be unreasonably withheld by the employer).
- (iv) Where reasonably possible, the employee should give the employer advanced notice of any request for mental health/wellbeing leave.
- (v) In the event that an employee's mental health/wellbeing leave entitlement is not taken by the expiry of this Collective Agreement, the leave will be forfeited. For the avoidance of doubt, the employee may not "cash in" this leave entitlement nor can it be carried over to any subsequent year of entitlement.
- (vi) Payment for wellbeing/mental health leave will be paid in accordance with the employee's relevant daily pay for the day the leave is taken.

Part IV – General Employment Matters

21. Timekeeping

21.1 Employees will maintain such time recording systems as determined and provided by the employer.

22. Payment of Wages

22.1 Wages will be paid fortnightly by direct credit to an account in the name of an employee within three bank trading days following the end of the pay period. Following a Public holiday, should this timing cause hardship, then an arrangement may be agreed on a one to one basis with the General Manager.

22.2 All employees shall be advised, upon request, details of how their pay is computed. This will include the gross rate of pay, any allowances, overtime and the number of hours being paid for. In all cases where there is any deviation from the regular amount being paid, the employee shall be supplied in writing with details of the manner in which wages have been calculated.

22.3 The payment of final wages on termination is subject to the employee returning all property, keys, uniform and equipment supplied by the employer, or the employer may deduct the residual value of unreturned items (in accordance with clause 22.4). The residual value shall be on the basis of initial cost reduced by one-twelfth for each complete month since the time of issue.

22.4 Deductions may be made from the employee's remuneration, after consultation with the employee, for time absent from work due to the employee's unpaid absence, where there has been a previous overpayment in wages due to the employee or where the employee owes money to the employer, including payments owed in accordance with clause 22.3 and 27.1.

23. Continuity of Service

23.1 For the purpose of this Agreement continuous service with the same employer will not be deemed to be broken by reason of the sale or transfer, including merger, or contracting of the employer's business to a new employer who continues to employ such workers provided that clause 33 does not apply.

24. Other Employment

24.1 It shall be a condition of employment that an employee:

- (a) discloses to the employer any other employment in which they are engaged at the time they commence employment; and
- (b) shall not, during the course of employment, enter into other employment without informing the employer in writing.

25. Meals and Rest Periods

25.1 Tea, coffee, milk and sugar shall be available without charge to employees.

25.2 Meals can be ordered from the office during office hours, provided that a minimum of two hours' notice is received by the Supervising Cook.

26. Influenza Vaccinations

26.1 The employer shall provide at an appropriate time of the year, free influenza vaccinations to those staff wishing to take advantage of this form of prevention.

27. Termination – General

- 27.1 Two week's notice of termination of employment shall be given by either party or the equivalent of two weeks' wages shall be paid or forfeited by either party in lieu of such notice. This shall not prevent instant dismissal for serious misconduct.
- 27.2 An employee shall be paid their final pay at the time of termination of employment except in situations where:
- (a) the employee fails to give the required notice;
 - (b) employment is terminated summarily for serious misconduct, in which case payment will be made on the next working day;
 - (c) the employee agrees otherwise.
- 27.3 Upon termination of employment the employer shall, on request provide the employee with a Certificate or Letter of Service specifying the duration of employment and position/s held.

28. Abandonment of Employment

- 28.1 Where an employee absents her/himself from work for a continuous period of two days, without the consent of the employer or without notice to the employer, she/he shall be deemed to have terminated her/his employment, provided that the employer will attempt to contact the employee at their latest notified telephone number.

29. Harassment

- 29.1 The employees and the employer recognise the undesirability of harassment in the workplace and that it constitutes unacceptable behaviour.
- 29.2 Employees whose conduct constitutes harassment may be liable to disciplinary action, including termination of employment.

30. Confidentiality

- 30.1 Employees shall not utilise or disclose during the period of employment or at any time thereafter, confidential information in regard to the employer's operations, business, clients or patients acquired by or available to them, or use such information without the employer's prior authorisation. This shall not prevent employees from making ethical professional disclosures when legally required.

31. Security

- 31.1 Staff shall be provided with a secure area specifically for the purpose of the safekeeping of their belongings while on duty.

32. Redundancy

- 32.1 In this Agreement, redundancy means an excess of staff due to significant changes to either the structure, staffing or work practices affecting employees.
- 32.2 WINDSORCARE will give 30 days' notice to the employee of the pending redundancy if practicable. This notice is inclusive of the notice provided for in clause 27.1.

- 32.3 Prior to being given the opportunity of voluntary redundancy or selection for redundancy on a last on first off basis, options of redeployment and retraining shall be explored.
- 32.4 Redundancy shall be calculated at one week's ordinary pay for six months continuous service, another weeks ordinary pay for 12 months continuous service and two weeks ordinary pay for each additional 12 months continuous service to a maximum payment of 20 weeks. Ordinary pay shall be as defined in the Holidays Act 2003 and its amendments.
- 32.5 For the avoidance of doubt, redundancy pay is in addition to the period of notice required to be given to terminate this Agreement.
- 32.6 The employer will arrange for outplacement services if requested by an employee.
- 32.7 The employer shall supply a written reference at the request of redundant employees.

33. Transfer of Undertakings

- 33.1 The Employer undertakes during the period of this Collective Agreement not to enter into any arrangements where the work covered by the coverage clause of this Collective Agreement is '*contracted out*' to another Employer.
- 33.2 This clause specifically does not apply to the Employer's use of Bureau staff to cover Staff Shortages.

34. Employee Protection Provisions in the Event of Restructuring

For the purposes of clarification, restructuring does not include "*contracting out*", that is this clause should be read in conjunction with Clause 33, Transfer of Undertakings.

- 34.1 Where an employee is employed in a position described in Schedule 1A (b) or (c) of the Employment Relations Act 2000 then the process described within Subpart I of Part 6A of the Employment Relations Act 2000 will apply.
- 34.2 For employees engaged in positions other than those specified in clause 34.1 the following process will be followed in the event of the employer's business being restructured as defined in Part 6A of the Employment Relations Act 2000.
- 34.2.1 The employer will:
- (a) notify employees and the unions of the restructuring as soon as practicable, subject to the requirements to protect commercially sensitive information; and
 - (b) provide the employees and unions with relevant information about the general nature of the restructuring and details of how it is likely to impact on the affected employees; and
 - (c) give the unions reasonable time to meet and consult with their members.
- 34.2.2 The employer will, in the course of negotiating a sale and purchase agreement or a contract for services:
- (a) endeavour to obtain on-going employment for employees (if practicable) with the new employer; and
 - (b) endeavour to obtain such employment on the same or substantially similar terms and conditions of employment.
- 34.2.3 Where an employee will be affected by the restructuring, the employer will subsequently advise the employee of the restructuring, whether employment opportunities exist with the new employer and, if so, the nature of those opportunities.

- 34.2.4 The employer will advise the employees of their right to accept or decline to transfer to the new employer. All affected employees must be given reasonable opportunity to exercise their right to elect to transfer to the new employer, or not to transfer to the new employer.
- 34.2.5 Where an employee chooses to transfer to the new employer, the employee will not be deemed to be redundant for the purposes of clause 32 and the employer will not be required to give notice of termination of employment.
- 34.2.6 If an employee elects not to transfer to the new employer, where an employee has been offered continued employment on the same or substantially similar terms and conditions of employment, he/she will be entitled to notice of termination of employment in accordance with clause 27. Clause 32 will not apply.
- 34.2.7 If there are no employment opportunities with the new employer or if the employee elects not to transfer to the new employer (other than in the circumstances detailed in clause 34.2.6), the employee will be deemed to be redundant (subject to redeployment opportunities) and clause 32 will apply.
- 34.3 This clause does not apply to the employer's use of Bureau staff to cover staff shortages.

Note: This clause is inserted pursuant to the Employment Relations Amendment Act (No. 2) 2004.

35. Accident/Injury Prevention

- 35.1 It shall be mandatory for all employees to attend at least one lifting and one fire safety training session per calendar year. The session attendance will be paid at the ordinary hourly rate.

36. Property of WINDSORCARE

- 36.1 The records and research of WINDSORCARE are the property of WINDSORCARE and must only be used with prior authorisation from the General Manager.
- 36.2 Any publications or documents received as an employee of WINDSORCARE remain the property of WINDSORCARE and must be returned at cessation of employment.

37. Dresscode

- 37.1 All staff are expected to strictly adhere to the dress code as specified in the WINDSORCARE Dress Code Policy.
- 37.2 Suitable uniforms are provided by WINDSORCARE for all Nursing and Support Staff.
- 37.3 For safety reasons all staff must wear shoes that are fully enclosed.

38. Health & Safety

- 38.1 The Parties to this Agreement are committed to improving Health & Safety in the workplace by:
- 38.1.2 Promoting co-operation between the Employer, Employees and the Unions; and
- 38.1.3 Ensuring all Employees are provided with reasonable opportunities to be actively involved in the ongoing Management of Health & Safety.
- 38.1.4 There shall be one H&S representative elected from each department; e.g. Hospital, Rest Home, Kitchen, Support, Maintenance and Clerical.
- 38.2 The functions of the Health & Safety Representatives are:
- 38.2.1 To foster positive Health & Safety Management practices in the workplace.
- 38.2.2 To identify and bring to the Employer's attention hazards in the workplace and discuss with the Employer ways that the hazard may be dealt with.

- 38.2.3 To promote the interests of Employees in a Health & Safety context generally and in particular those Employees who have been harmed at work, including in relation to arrangements and support for rehabilitation and a “Return-to-Work” programme.
- 38.3 The Employer shall ensure each Health & Safety Representative has reasonable time and resources to undertake the role effectively.
- 38.4 Each Health & Safety Representative shall be entitled to paid leave to attend training in accordance with Part 1 of Schedule 2 of the Health and Safety at Work Act 2015.
- 38.5 Employees shall comply with the provisions of the Health and Safety at Work Act 2015 concerning safety, health and welfare matters.
- 38.6 Employees have an obligation to report to work in such a condition that they are able to perform duties properly and safely and shall ensure that they do not put their own or anyone else’s safety at risk.
- 38.7 If an employee has any concerns at all in respect to his/her safety and wellbeing or the safety and wellbeing of others, the employee shall report this to management as soon as possible.
- 38.8 The employer, may at its expense, require an employee to undergo a medical examination by a registered medical practitioner to be mutually agreed between the parties (such agreement not to be unreasonably withheld by either party), in circumstances where:
- (i) the employer requires a medical clearance prior to an employee returning to work after a period of absence due to a medical condition; or
 - (ii) the employer has reasonable grounds to believe an employee’s medical condition is having a detrimental impact upon the employee’s ability to perform their duties.
 - (iii) an employee is claiming his/her medical condition is work related.

39. Policies

- 39.1 In addition to the terms of this agreement employees shall comply with all policies established by the employer.
- 39.2 These policies may be reviewed and changed by the employer from time to time. The revised policies shall be placed on staff noticeboards with the changes highlighted. The employee will also be advised of policy changes during staff meetings. The employee must ensure that they are familiar with the details of these policies and the affects of any change.
- 39.3 In the event of a conflict between the terms of this agreement and any policies, the terms of this agreement shall have precedence.

Part V – Money Matters

40. Classifications

- 40.1 **“Registered Nurse”** means a person defined by the Health Practitioner’s Competence Assurance Act 2003 as a Registered Nurse who holds a current annual practising certificate.
- 40.2 **“Enrolled Nurse”** means a person defined by the Health Practitioner’s Competence Assurance Act 2003 as an Enrolled Nurse who holds a current annual practising certificate and works under the direction and supervision of a Registered Nurse.
- 40.3 **“Senior Caregiver”** a caregiver who is appointed as a Senior Caregiver by management and who meets the competencies required by WINDSORCARE.
- 40.4 **“Caregiver”** is an assistant to the nursing team performing caregiving tasks or other duties as directed by the Registered Nurse.
- 40.5 **“Support Worker”** is a worker who is employed as a cook, catering assistant, cleaner or in the laundry.”
- 40.6 **“First Cook”** is a person engaged in cooking and additional duties as required.
- 40.7 **“Second Cook”** is a person engaged to provide assistance to the First Cook.
- 40.8 **“Gardener”** is an employee who maintains and develops the grounds and gardens.
- 40.9 **“Maintenance Worker”** is an employee who performs internal and external maintenance work.

41. Rates of Wages and Allowances

41.1 The Minimum rates of Wages and Allowances are as follows:

Clinical Care Staff		
Designation	Step	Hourly Pay Rate [Effective 1/7/2023]
Registered Nurse	Step 1 (New Grad)	\$33.51
	Step 2	\$36.28
	Step 3	\$38.54
	Step 4	\$40.71
	Step 5	\$45.23
	Step 6	\$46.59
	Step 7	\$48.00
<p>Progression through the steps will be carried out on the employee's anniversary date and will be subject to satisfactory performance, which will be assumed to be the case unless the employee is advised otherwise. All RN's must present their portfolio's (meeting Nursing Council requirements) when performance appraisal being completed. On appointment the employer shall place employees on any step of the scale taking into account relevant nursing experience for the position.</p>		
Designation	Step	Hourly Pay Rate [Effective 1/7/2023]
Enrolled Nurse	Step 1	\$30.78
	Step 2	\$32.20
	Step 3	\$34.72
	Step 4	\$35.89
	Step 5	\$37.05
Caregiver Staff		
Hourly Rates for Caregiver Staff Engaged before 1 July 2017		
Employee's Qualification or Continuous Length of Service with Employer		1 July 2023
No relevant qualification or less than 3 years		\$24.52
Level 2 qualification, or 3 years or more but less than 8 years		\$26.23
Level 3 qualification, or 8 years or more but less than 12 years		\$28.52
12 years or more, if * applies		\$29.65
Level 4 qualification, or 12 years or more, if * does not apply		\$30.80
<p>* This applies to a caregiver staff if:</p> <ul style="list-style-type: none"> a) the employee commenced employment with the employer on or after 1 July 2005; and b) the employee has not attained a level 4 qualification; and c) the employee's employer has provided the support necessary for the employee to attain a level 4 qualification. 		
Hourly Rates for Caregiver Staff Engaged on or after 1 July 2017		
Employee's Level of Qualification		1 July 2023
No relevant qualification		\$24.50
Level 2 qualification		\$26.23
Level 3 qualification		\$28.52
Level 4 qualification		\$30.80

Support Staff				
Designation	Grade	Requirement	Hourly Pay Rate [Effective 1/7/2023]	Special Conditions
Cook (2 nd)	1	* Only available by management appointment Safe Moving and Handling/Fire Safety	\$24.00	
Cook (1 st)	2	* Only available by management appointment Safe Moving and Handling/Fire Safety	\$24.93	
Head Cook "Monday to Friday"		* Only available by management appointment Safe Moving and Handling/Fire Safety	\$26.63	
Designation	Grade	Requirement	Hourly Pay Rate [Effective 1/7/23]	Special Conditions
Catering Assistant	Step 1	No/limited experience or training	\$23.02	
Catering Assistant	Step 2	Completion of the following training: - Dietician Food Safety and Hygiene - Ecolab Kitchen Procedural Training - Safe Moving and Handling - Fire Safety	\$23.86	
Catering Assistant	Step 3	Completion of the following training: - Dietician Food Safety and Hygiene - Ecolab Kitchen Procedural Training - Safe Moving and Handling - Fire Safety	\$24.10	
<p>A. Progression through the steps will be subject to the employee completing all 4 training requirements within the employee's anniversary year. B. Subject to A, progression to Step 2 and 3 will be carried out on the employee's anniversary date and will be subject to satisfactory performance, which will be assumed to be the case unless the employee is advised otherwise.</p>				
Designation	Grade	Requirement	Hourly Pay Rate [Effective 1/7/23]	Special Conditions
Cleaner / Laundry	Step 1	No/limited experience or training	\$23.02	
Cleaner / Laundry	Step 2	Completion of the following training: - In-house Laundry and Cleaning training. - Ecolab Chemical Handling Certificated Course - Infection Control - Safe Moving and Handling - Fire Safety 25 credits towards the NZ Certificate in Cleaning (level 2) with endorsement in HealthCare Facilities Cleaning	\$23.86	
Cleaner / Laundry	Step 3	Completion of the following training: - In-house Laundry and Cleaning training. - Ecolab Chemical Handling Certificated Course - Infection Control - Safe Moving and Handling - Fire Safety Completion of the NZ Certificate in Cleaning (level 2) with endorsement in HealthCare Facilities Cleaning (minimum 25 credits)	\$24.10	
*Senior Cleaner	Step 4	By management appointment.	\$24.66	
<p>A. Progression through the steps will be subject to the employee completing all 5 training requirements within the employee's anniversary year. B. Progression to Step 2 and 3 will be carried out on the employee's anniversary date and will be subject to satisfactory performance, which will be assumed to be the case unless the employee is advised otherwise OR Upon completion of the applicable qualifications, whichever is the earlier. Provided that a Cleaner/Laundry who has progressed through the steps by way of achievement of qualifications during the course of the employee's anniversary year will not be entitled to progress a further step on their anniversary date.</p>				

- C. In the event that WINDSORCARE does not provide an opportunity to complete the applicable qualifications within three months of the Cleaner/Laundry employee’s most recent progression, the Cleaner/Laundry employee may progress to the next Step on the conditions that:
- the Cleaner/Laundry employee will complete the applicable qualifications as soon as an opportunity to do so is provided by WINDSORCARE; and
 - should the Cleaner/Laundry employee fail to complete the applicable qualification when an opportunity to do so is provided by WINDSORCARE, the Cleaner/Laundry employee will revert to the previous Step until such time as progression occurs in accordance with B above.

The parties agree that at the time a new Collective Agreement is entered into that the minimum rates to be included for Catering Assistants/Cleaning and Laundry staff, will maintain the following relativity with the current minimum hourly rate prescribed by the Minimum Wage Act at the time the new Collective Agreement comes into effect:

- Step 1 Cleaner/Laundry/Catering Assistant - 10 cents above Minimum Wage rate
- Step 2 Cleaner/Laundry/Catering Assistant - 84 cents above Minimum Wage rate
- Step 3 Cleaner/Laundry/Catering Assistant - \$1.04 above Minimum Wage rate
- Senior Cleaner - \$1.54 above Minimum Wage rate

Designation	Hourly Pay Rate [Effective 1/7/2023]	Special Conditions
Senior Maintenance	\$30.37	
Junior Maintenance	\$26.24	

42. Allowance/Reimbursement

42.1 Night duty Allowance:

- 42.1.1 Where a whole duty is worked between the hours of 9pm and 8am, a payment of \$11.11 per night shall be paid.
- 42.1.2 Notwithstanding clause 42.1.1, where a Registered or Enrolled Nurse works a whole duty between the hours of 9pm and 8am, the Registered or Enrolled Nurse will receive a payment of \$30.00 per night duty.

42.2 Weekend Duty Allowance: (10.45 pm Friday to 10.45 pm Sunday)

- 42.2.1 This shall not apply to statutory holidays.
- 42.2.2 Employees will be paid the following weekend allowance for working on a Saturday and/or Sunday:
 - (a) Registered and Enrolled Nurses \$20.00 per hour
 - (b) All other staff \$2.22 per hour. The minimum payment to be received per duty will not be less than \$9.27 per duty provided that:
 - (i) the majority of the hours of the shift are worked on a Saturday and/or Sunday.
 - (ii) employees will not have an entitlement to be paid more than one payment of \$9.27 per day.

42.3 Higher Duties

- 42.3.1 Any employee who is required to undertake and carry out the responsibility of a position graded higher than the employee’s own for a period of more than 5 working days shall be paid the difference between the lowest rate appropriate to the higher position and the employee’s substantive rate for all of the duties concerned in excess of 5 working days. Provided that this clause will not apply to employees who are engaged in 2 different classifications.

42.4 Hospital Duty Leader Allowance

A Registered Nurse who is designated as the Hospital Duty Leader will be entitled to an allowance of \$2.00 per hour in the following circumstances:

- where they work on afternoon shift for all hours worked after 5.00 pm; or
- where they work on night duty; or
- during the weekend where a Clinical Manager is not on duty.

42.5 **Uniform Allowance**

42.5.1 Employees who are required to wear uniforms, which are not supplied by the employer, shall be paid \$171.88 per annum for full-time employees or pro-rata'd to 69 cents per shift for others. This will be paid yearly on the pay period following the anniversary date of this Agreement.

42.6 **NZ Certificate Course Fee**

42.6.1 The employer will pay the fees associated with the New Zealand Certificate for Health & Wellbeing (Levels 2 – 4) and the New Zealand Certificate in Cleaning (Level 2) with endorsement in Healthier Facilities Cleaning.

42.6.2 The employer will take all reasonably practicable steps to ensure that a Caregiver is able to gain qualifications within the following timeframes:

- (a) A level 2 qualification within the first 12 months of the worker's continuous employment with the employer; and
- (b) A level 3 qualification within the first 24 months of the worker's continuous employment with the employer; and
- (c) A level 4 qualification within the first 36 months of the worker's continuous employment with the employer.

42.7 **Practising Certificate**

The employer will pay for the cost of the practising certificate for Registered, Enrolled Nurses.

Where these employees are engaged by another employer who utilises the employee's practising certificate, the employer shall pay a proportion of the practising certificate based on the respective hours worked by the employee at WINDSORCARE and the other employer.

42.8 **On-Call/Call-Out**

A Registered Nurse will only be required to be on-call when the Clinical Manager is on leave. When on-call a Registered Nurse will be entitled to be paid for the equivalent of one hour of the employee's hourly rate for each 8 hour duty period they are required to be on-call.

A Registered Nurse who is called back to the workplace during the on-call period will be paid in accordance with this Agreement for the time worked, including the time taken to travel directly between the employee's residence and the workplace. The employee will be paid for a minimum of two hours.

42.9 **Compulsory Training**

All compulsory training to be paid for at applicable hourly rate. Payment for non-compulsory training (e.g. syringe driver, First Aid courses for caregiving staff) to be considered on a case by case basis as part of professional development planning.

42.10 **Professional Development/Training for RNs/ENs/Support Worker (including Maintenance Worker)/ Caregiver Staff**

The employer acknowledges a commitment to supporting the continued safe practice of its workforce and to supporting opportunities for the development of knowledge and skills which will benefit the patient, organisational effectiveness and workforce.

The employer may, entirely at its discretion, upon written application from an employee grant professional development/study leave and pay course fees or course related expenses to enable employees to complete qualifications, to attend courses and to undertake research or projects that are relevant to the employer and

which facilitate the employee's growth and development as an Aged Care professional. Prior approval of the employer must be obtained.

Part VI – Disciplinary Matters

43. Disciplinary Matters

43.1 Disciplinary matters shall be dealt with in accordance with the procedures set out in the employer's policy.

Part VI I – Union Matters

44. Access to the Workplaces

- 44.1 A representative of a union is entitled, in accordance with the Employment Relations Act 2000, to enter the workplace for purposes related to the employment of its members and/or for purposes related to the union's business.
- 44.2 A representative of a union may enter the workplace only at reasonable times during any period when employees are employed to work in the workplace and should always advise the General Manager or a representative of the employer that they are on the premises.

45. Employment Relations Education Leave

- 45.1 This shall be in accordance with the Employment Relations Act 2000.

46. Union Fee Deductions

- 46.1 The Employees covered by this Collective Agreement, shall have their Union Fees deducted from their pay and remitted to the appropriate Union Office not less than monthly along with a list of member's names and amounts deducted accompanying the payment.

47. Meetings

- 47.1 Employees shall be entitled to paid time off scheduled work in accordance with the provisions of the Employment Relations Act 2000 to attend up to two, two-hour meetings during each calendar year, for the purposes of discussing employment related matters. The employer must be consulted regarding any request for such a meeting during the term of this Collective Agreement so that arrangements are mutually agreed in respect of date, place and time of such meeting. Such agreement shall not be unreasonably withheld. Payment will only be made on proof of attendance.
- 47.2 Where requested, employees shall attend and be paid for all time spent at meetings called by the employer during work time. Sufficient notice of such meetings shall be given.

48. Employee Representation

- 48.1 The employer shall give recognition to an employee who is elected by the employees as a Union Delegate. It is seen as desirable by all parties to this Collective Agreement that wherever any question, problem or dispute arises the employee representative/Delegate shall first approach the employer so that an attempt may be made to resolve the question, problem or dispute at that point. The employer shall grant reasonable paid time for this purpose.

48.2 Sector Advocacy Leave

The employer may agree to grant paid time off to union delegates to lobby within the aged care sector. The request to utilise this leave must be accompanied by a written request detailing the amount of paid time off, how this time will be spent, and the anticipated outcome.

NB: To be included in the collective agreement for the duration of the 2019 - 2020 Collective Agreement only


49. Resolution of Employment Relationship Problems

- 49.1 An employment relationship problem shall be dealt with in accordance with the procedures set out in Annex A.


Signatory Parties

SIGNATORY PARTIES UPON MAKING OF AGREEMENT

For and on Behalf of the Windsor House Board of Governors (Inc)



Jane A. Taylor
SOLICITOR



Date

For and on Behalf of the New Zealand Nurses Organisation (Inc)

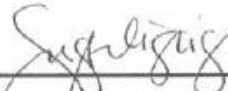


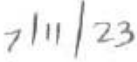
Stephanie Duncan
ORGANISER



Date

For and on Behalf of E tū Incorporated





Date

RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

(a) **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.

(b) **Raising a Personal Grievance or Other Problem**

(i) If an employee considers he/she has a personal grievance the employee must raise the grievance with the employer by making the employer aware of the personal grievance that the employee wants to have addressed.

(ii) An employee must raise the personal grievance within 90 days after the action complained of, or the date the employee became aware of it, unless there are exceptional circumstances.

(iii) Notwithstanding clause (b)(ii) of the Annex, if the personal grievance is in respect of sexual harassment under section 103(1)(d) of the Employment Relations Act 2000, the employee must raise that grievance within 12 months of the event giving rise to the action complained of or the date the employee became aware of it.

(iii) For any other employment relationship problem, an employee should advise the employer of the existence and nature of the problem, as soon as practicable and that the employee wants something done about it.

(c) **Procedure – All Employment Relationship Problems (including personal grievance)**

(i) If the employment relationship problem cannot be resolved by discussion between the employer and employee, then either party may request assistance from the Ministry of Business, Innovation and Employment who may provide mediation services.

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

(d) In situations which involve a claim of discrimination or sexual or racial harassment, you can choose either to raise a personal grievance under the Employment Relationships Act 2000 or lay a complaint under the Human Rights Act 1993. It is your choice, but you cannot use both procedures for the same complaint.