

# HETHERINGTON HOUSE

## COLLECTIVE EMPLOYMENT AGREEMENT

**01 March 2023 – 01 September 2024**

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# **HETHERINGTON HOUSE**

## ***Collective Employment Agreement***

### **1. INTENT OF PARTIES**

This Collective Employment Agreement is made pursuant to the Employment Relations Act 2000 and the parties agree that this agreement shall be administered in accordance with the true intent of its terms and provisions and will give each other fullest co-operation to maintain harmonious industrial relations.

### **2. PARTIES**

The parties to this agreement shall be Hetherington House (Waihi Senior Citizens Home Inc) and ETU and the New Zealand Nurses Organisation.

### **3. COVERAGE**

This Collective Agreement shall cover Registered Nurses, Enrolled Nurses, Caregivers, Diversional Therapist, Cook, Kitchen hand, Laundry Person, Cleaners, Administrator and Maintenance Person.

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

### **4. TERM**

This Collective Employment Agreement shall operate from: 01 March 2023 and shall continue in force until 01 September 2024.

### **5. ADDITIONAL PARTIES**

During the currency of this Collective Agreement any employee who is not at the present time bound to this Agreement may become a party to such Agreement on becoming a member of ETU or the New Zealand Nurses Organisation Union.

### **6. NEW EMPLOYEES**

- (a) This collective agreement shall be offered to new employees. New employees shall be introduced to the union delegate as part of Hetherington House induction process.
- (b) New employees engaged to work within the coverage of this Collective Agreement shall be offered employment on the terms and conditions contained within this Collective Agreement.
- (c) All new employees shall be given a letter of appointment stating the nature of their employment and minimum base hours per fortnight and shall be provided with an orientation programme sufficient for them to perform their work in a satisfactory and safe manner.

## **7. APPLICATION OF AGREEMENT**

This Agreement replaces any previous Agreement, understanding or arrangement between the parties, whether written or verbal, express or implied, prior to the date of application of this Agreement.

## **8. VARIATION**

The terms and conditions contained herein may be varied by agreement in writing between the employer and ETU and the New Zealand Nurses Organisation.

## **9. PLACE OF WORK**

The place of work is generally at the employer's premises at 98 Parry Palm Avenue, Waihi but effective performance of the employee's responsibility may require travel away from that location from time to time.

## **10. HOURS OF WORK**

The employee's hours of work and shift shall be posted 14 days in advance on a roster placed in an accessible position on the premises; less notice may be given in exceptional circumstances. The employee may change/exchange shifts only with express approval of the employer. Approval will not be given where a proposed change or exchange would cause an employee to work consecutive shifts.

- (a) Employees shall not be employed for less than two hours, unless by mutual agreement
- (b) The employee may be required to work additional shifts other than those for which the employee is rostered to cover any absence of other employees, by mutual agreement.
- (c) Any vacant shifts whether permanent or temporary shall be offered to existing employees first.
- (d) Notwithstanding subclauses (a) and (b) the roster system and the start and finish time of shifts or hours of work may be altered by the employer after consultation with the employee and Union within 7 days if occupancy changes.
- (e) In the event of staffing deficits on any shift the volume and range of services and work may be reduced in accordance with the Hetherington House care rationing (or equivalent) protocols. These protocols shall be developed and implemented as soon as possible but no later than the end of July 2017.
- (f) A half hour unpaid meal break will be taken at a mutually agreed time by the majority of staff and management. It will be reviewed annually.
- (g) A fifteen-minute rest period shall be allowed to all employees in the middle of each four hour working period or as near as practicable. This clause shall apply to all employees who work for three hours continuously.
- (h) A full-time employee shall mean an employee whose hours of employment are 64 or more hours per fortnight.

- (i) A part time employee shall mean an employee whose hours of employment are not less than 16 per fortnight but less than 64 hours per fortnight.
- (j) A temporary (casual) employee shall mean an employee who is engaged to work on an as needed, short term, irregular basis and who has no fixed hours of employment.

## **11. ANNUAL HOLIDAYS**

- (a) On completion of 12 months current continuous service with the employer, the employee shall be allowed 4 weeks Annual Holidays.
- (b) On completion of nine years current continuous employment with the same employer, the employee shall in the tenth and subsequent years be entitled to an Annual Holiday of five weeks instead of the four weeks as provided in sub-clause (a) of this clause.
- (c) One week's annual leave may be carried forward from year to year, unless the employee has requested, under special circumstances and agreement has been reached with the employer.

Where the employee does not take their leave allocation within the specified time, the employer may give two weeks' notice to the employee to take the required leave.

## **12. PUBLIC HOLIDAYS**

- (a) Unless the employer and the employee otherwise agree the following days shall be granted as Public Holidays:

- Christmas Day
- Boxing Day
- New Year's Day
- The second day of January
- Good Friday
- Easter Monday
- ANZAC Day
- Labour Day
- The birthday of the reigning Sovereign
- Waitangi Day
- The day of the anniversary of the province
- Matariki Day

- [b] With the exception of Christmas Day, Boxing Day, New Year's Day and Second day of January, Public Holidays shall be observed in accordance with the Holidays Act 2003 and its amendments.

All transfer provisions for Public holidays shall be in accordance with the Holidays Act 2003 and its amendments.

- (c) Where the employee does not work on any of the days specified in sub-clause (a) above, and such days fall on the employee's normal work day, then the employee shall be paid for the day at the normal ordinary rate of pay as if it were an ordinary day of work.

- (d) Where the employee works on any of the days specified in sub-clause (a) above, except Christmas Day, the employee shall be paid at ordinary rate of pay plus half that rate for each hour worked in accordance with section 50 of the Holidays Act 2003. The employee shall be entitled to a whole day off as an alternative holiday which is to be taken at a time mutually agreed between the employer and the employee.
- (e) Where the employee, is required to work on Christmas Day the employee shall be paid at double the ordinary rate of pay for each hour worked. The employee shall also be allowed a whole day off in lieu to be taken at a time mutually agreed between the employer and the employee.
- (f) Where a Public Holiday is observed on a day that would otherwise be a working day for the employee and that employee does not consent to work the Public Holiday the employee shall give a minimum of two weeks' notice of such intention to allow alternative staff arrangements to be provided.
- (g) The granting of alternative holidays for work performed on any of the days specified in sub-clause (a) are provided in pursuant to section 56 of the Holidays Act 2003 and its amendments.
- (h) All holiday entitlements derived from the application of sub-clause (d) and (e) of this clause shall be taken within 12 months of it becoming due at a time to be mutually agreed between the employer and employee, but shall not be taken in conjunction with Annual Leave.

### **13. SICK LEAVE**

- (a) Sick leave shall be allowed in accordance with the provisions of the Holidays Act 2003 and its amendments.
- (b) After six months current continuous service with the employer an employee shall be entitled in each subsequent year of service, to Sick leave of up to 10 days for all staff, calculated at the relevant daily rate of pay.
- (c) Sick leave may be taken only when the employee is sick, the spouse or the partner of the employee is sick, a dependent child or dependent parent of the employee or of the spouse of the employee is sick.
- (d) Sick leave may be accumulated up to a maximum of 40 days by carrying forward from one year to another.
- (e) In respect of absence due to sickness, the employer may require the production of a medical certificate as proof of sickness. If:
  - I. More than 3 consecutive days of leave have been taken.
  - II. Where less than 3 consecutive days of leave have been taken and we have reasonable grounds to suspect the sick leave is not genuine, in which case we will meet the cost of obtaining the certificate.
  - III. Where an employee has a consistent pattern of sickness or where absences are more than 10 working days in a year, then the employee's situation may be reviewed in line with Hetherington House's policy and sick leave practices. The focus of review will be to assist the employee in establishing practical arrangements to recover from sickness or injury.

- (f) It shall be obligatory on the employee to ensure notice is given to the employer as soon as practicable on the first day of absence.
- (g) Sick leave shall not be paid for any day in respect of which holiday pay or accident compensation is required to be paid to an employee.

**NOTE:** Sick Leave provided for in this clause shall be in accordance with section 65 of the Holidays Act 2003 and its amendments.

#### **14. BEREAVEMENT LEAVE**

- (a) The employer shall approve special leave on pay for an employee to discharge any obligation and/or to pay respects to a deceased person to whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements.

The length of time off shall be at the discretion of the employer and should not be unreasonably withheld and will be exercised in accordance with the Holidays Act 2003.

- (b) If bereavement occurs while an employee is absent on annual leave, sick leave on pay or any other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of Clause 15.1 above. This provision will not apply if the employee is on leave without pay.
- (c) In granting time off therefore, and for how long, the employer must administer these provisions in a culturally appropriate manner.
- (d) The employer agrees that on application, it may be appropriate, to grant leave without pay in order to accommodate various special bereavement needs not recognised in Clause 15.1 above.

#### **15. SPECIAL HOLIDAYS FOR LONG SERVICE**

- (a) An employee shall be entitled to special holidays to be paid at ordinary rates as follows:
  - [i] One special holiday of one week after the completion of ten years' service and before the completion of fifteen years.
  - [ii] One special holiday of two weeks after the completion of 15 years and before the completion of 25 years of current continuous service.
  - [iii] One special holiday of three weeks after the completion of 25 years and before the completion of 35 years of current continuous service.
  - [iv] One special holiday of five weeks after the completion of 35 years current continuous service.
- (b) If the employee, who by virtue of a previous agreement, award or agreement, has received entitlement to one of the holidays above and has taken that holiday, shall not be entitled to that holiday under this agreement.
- (c) All Service Leave as defined above may be taken in one or more periods and at such time or times as may be agreed by the employer and the employee.

- (d) If the employee, having become entitled to a Special Holiday, leaves the employment before such holiday has been taken, payment shall be made in lieu of such holiday.
- (e) All such special holidays provided for in this clause shall be on average earnings as defined by the Holidays Act 1981 and its amendments, provided that the holiday pay of an employee in respect of any period of the employees special holiday for long service shall in any event be at a rate of not less than the rate of the employees ordinary pay at the date when the employee begins to take that period of the employees long service holiday, 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.

## **16. OVERTIME**

Hours worked in excess of 8 hours per day or in excess of 40 hours per week shall be paid for at the rate of time and a quarter (T1.5), unless overtime is being worked at the Employees request, and where the overtime is approved by either the facility or clinical manager.

## **17. SATURDAY/SUNDAY WORK**

As per the provisions of the Care and Support Workers Act and previous collective agreements, when an employee is required to perform work on any Saturday or Sunday (midnight Friday – Midnight Sunday) as part of the ordinary working week, they shall be paid for all time worked at T1.25 (time and a quarter).

## **18. PAYMENT OF WAGES**

- (a) Wages shall be paid fortnightly by lodgement at a Bank to the credit of an account standing in the name of the employee by no later than Thursday in the week of payment.
- (b) Each employee shall be supplied with a statement showing details of their earnings for each pay period and any deductions.
- (c) The employer shall be entitled to make a rateable deduction from the wages due for payment of goods supplied, time lost through the employees own default, sickness or accident, union fees or at the employees own request. Deductions for union fees shall be actioned by the employer only after receipt of a duly signed authorisation.
- (d) Any additional funding received by Hetherington House as a result of discussions about the potential flow on pressure of the NZNO/DHB Nursing and Midwifery MECA shall be applied to nurse rates of pay, applicable no later than the date any additional funding is received. This commitment references point 1, paragraph 3 of the 30 May 2018 letter from Chris Fleming on behalf of DHBs to the Aged Care Association and the Care Association NZ.
- (e) Any increases to pay and allowances shall not be passed on to employees who are not members of ETU or the New Zealand Nurses Organisation for a period of 6 months following the effective date of implementation.
- (f) Progression through pay scales shall be on an annual basis at an Employees Anniversary date subject to satisfactory performance. If an Employees performance is deemed not to be satisfactory, they will be given prior notice and an opportunity

to rectify any performance issues. This clause does not apply to staff covered under the Caregivers and Diversional Therapists pay equity settlement. Movement through the cleaners pay steps is subject to qualifications as noted.

Laundry and kitchen assistants

Rates from 01/03/2023

	\$23.65
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Cleaners

Rates from 01/03/2023

Step 1	\$23.65
Step 2	\$24.00
Step 3	\$25.00

Step 2 with career force level 2 cleaning qualification

Step 3 with career force level 3 cleaning qualification

Cooks

Rates from 01/03/2023

	\$23.65
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Kitchen Manager

Rates from 01/03/2023

	\$27.50
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Enrolled Nurses

Rates from 01/03/2023

Level 1	\$28.05
Level 2	\$29

Registered Nurses

Rates from 01/03/2023

Level 1	\$34.64
Level 2	\$36.80
Level 3	\$38.88
Level 6 (Senior Nurse)	\$43.20

Administration

Rates from 01/03/2023

Administrator	\$25.75
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## Caregivers and Diversional Therapists

	1 July 2022
No formal qualification or <3 years' service	\$22.49
Level 2 qualification or 3+ years' service	\$24.06
Level 3 qualification or 8+ years' service	\$26.16
Level 4 qualification or 12+ years' service	\$28.25

Caregivers and Diversional Therapists employed **as at** 1 July 2017 and who reach 12 years of current continuous employment with Hetherington House **after** 1 July 2017 and who have **not** achieved a Level 4 Qualification will move to the alternate pay rates

12+ years' service	\$27.20
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Caregivers and Diversional Therapists employed after 1 July 2017 shall progress through the pay scale based on qualifications only, not years of service.

Years of service means current continuous service with Hetherington House.

Qualifications mean those recognised by NZQA.

### **19. REIMBURSEMENT FOR PRACTISING CERTIFICATE**

Employees required to hold a Practising Certificate shall be reimbursed by the employer for the actual cost of maintaining that certificate.

### **20. NIGHT WORK ALLOWANCE**

The night work allowance shall be \$10.00 per shift worked.

### **21. HIGHER DUTIES ALLOWANCE**

When an employee works in a position higher than their own, for the duration of a shift or more, they shall be paid the pay rate for that higher position.

### **22. TERMINATION OF EMPLOYMENT**

- (a) Two weeks' notice of termination of employment shall be given by either party, apart from Registered Nurses or Enrolled Nurses where four weeks notice shall be given, but this shall not affect the employers' right to dismiss an employee without notice for serious misconduct. If the required notice is not given by either party, then two weeks wages shall be paid or forfeited by the party improperly terminating the employment. The employer shall deduct forfeited notice from final pay.
- (b) Provided that by mutual agreement between employee and employer a shorter

period of notice may be accepted.

- (c) The employee shall return any property belonging to the employer forthwith upon termination or resignation.

### **23. ABANDONMENT**

Where an employee absents themselves from work for a continuous period exceeding two days without the consent of the employer, or without good cause, the employee shall be deemed to have terminated their own employment without notice.

### **24. UNION/MANAGEMENT MEETINGS**

When required at the request of either party, the unions and Hetherington House management shall meet 3 monthly for the purpose of

- Enhanced communication between the parties
- Resolve issues raised by members in a timely manner.
- Share ideas and solutions.

### **25. CO-OPERATION, CONSULTATION AND MANAGEMENT OF CHANGE**

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

Regular consultation between the employer, its employees and the unions is essential on substantive matters of mutual concern and interest. Effective communication between the parties will allow for:

- (a) improved decision making.
- (b) greater cooperation between employer and employees; and
- (c) a more harmonious, effective, efficient, safe and productive workplace.

Therefore, the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters.

The Employer accepts that union delegates are the recognised channel of communication between the union and the Employer in the workplace.

Prior to the commencement of any significant change to staffing, structure or work practices, the employer will identify and give reasonable notice to employees who may be affected and to the unions to allow them to participate in the consultative process so as to allow substantive input.

Where an employer receives an indication of potential significant changes, they undertake to advise staff and the unions as soon as practicable of the possibility of these changes.

#### Consultation

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

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

If changes are proposed and such changes need to be preceded by consultation, the changes must not be made until after the necessary consultation has taken place. Both parties should keep open minds during consultation and be ready to change. Sufficiently precise information must be given to enable the person(s) being consulted to state a view, together with a reasonable opportunity to do so – either orally or in writing.

Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.

The consultation process will give employees affected, or likely to be affected, by any significant change to staffing, structures or work practise, and the union organiser/delegate, the opportunity to put forward their views on any proposals or options developed for change prior to any final decision being made.

The process shall be as follows:

- (a) The initiative being consulted about should be presented by the employer as a “proposal” or “proposed intention or plan” which has not yet been finalised.
- (b) Sufficient information must be provided by the employer to enable the party/parties consulted to develop an informed response.
- (c) Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.
- (d) Genuine consideration must be given by the employer to the matters raised in the response.
- (e) The final decision shall be the responsibility of the employer.

## **26. REDUNDANCY**

- (a) Redundancy is a situation where the employer has surplus to the organisation's requirements because of the closing down or reorganisation of whole or part/s of the employer's operations.
- (b) Hetherington House shall notify the Unions party to this Agreement where the organisation perceives a staffing surplus exists one week prior to employees being advised of the staffing surplus.
- (c) Hetherington House recognises the serious consequences that loss of permanent employment may have on employees, therefore every endeavour shall be made to enable mutually agreed redeployment of affected employees.
- (d) Where no suitable alternative position exists, the employee shall be provided with four weeks' notice of redundancy. Where four weeks' notice is not provided the employee shall be paid four weeks wages or any part thereof in lieu.
- (e) Should the employee obtain alternative employment during the notice period the employee may with consent of their manager (which may not be unreasonably withheld) terminate their employment prior to the expiry of the notice period without forfeiting their entitlement to redundancy compensation. The employee shall not be paid for the un-worked period of notice.
- (f) Where the employee's employment is made redundant, redundancy compensation

shall be paid in accordance with the following formula:

- Three weeks' pay for the first year of service.
  - Two weeks' pay for each year of service thereafter to a maximum of fifteen years' service.
- (g) The appropriate weekly pay rate shall be calculated at the greater of the employee's average weekly earnings for the twelve months prior to redundancy or the employee's ordinary earnings at the time of redundancy.
- (h) In addition, during the notice period Hetherington House shall provide out placement assistance where requested in the form of:
- Job search assistance
  - Curriculum vitae preparation
  - Arrangement of interviews
  - Certificate of services
  - Counselling
- (i) In the event of a redundancy situation Hetherington House shall meet with the Union parties to this agreement to discuss selection criteria, but Hetherington House decision will be final.

## **27. TRAINING COURSES**

- (a) Employees shall be entitled to 24 hours paid study leave per calendar year to attend training courses associated with their duties. Prior approval shall be required before the employee confirms acceptance on any training course. This leave is in addition to compulsory in-service training organised by Hetherington House.
- (b) Where an employee applies to attend a further training course which is associated with their duties and they have used their two paid days in accordance with a) above and approval is granted to attend such a course, the employer shall allow reasonable time off work without pay for the purpose of attending such courses.
- (c) The employer shall reimburse the employee any course fees incurred by the employee, provided the employee attains a successful pass for that course and prior approval has been obtained in writing by the employer.
- (d) The goal of the Equal Pay settlement for Caregivers and Diversional Therapists is a workforce that is trained to meet current and future service needs. Hetherington House will provide systems and support for Caregivers and Diversional Therapists to reach the NZQA qualification levels tied to their pay scale and within the following time frames.

Level 2 Qualifications – within 12 months of commencing employment.

Level 3 Qualifications – within 3 years of commencing employment.

Level 4 Qualifications – within 6 years of commencing employment.

It is acknowledged by the parties to this Collective Agreement that Hetherington House is funded 2 days per employee per year by the Government toward education and training to assist with this training. This is not an additional study leave entitlement to that in clause (a) above.

## **28. UNIFORMS**

As from 27<sup>th</sup> June 2012 the Employer shall implement the following Uniform Policy:

- Staff who work up to 35 hours per week, shall be issued with 2 tops.
- Staff who work over 35 hours per week shall be issued with 3 tops.

All staff shall be issued with 2 pants.

Footwear. Costs associated with the purchase of footwear for work related purposes will be reimbursed for Cooks to a maximum of \$65 based on fair wear and tear.

## **29. JURY SERVICE**

(a) Where an employee is obliged to undertake Jury Service, the difference between the fees (excluding reimbursing payments) paid by the Court and the employee's ordinary pay shall be made up by the employer provided:

- (i) That the employee produces the Court expenses voucher to the employer.
- (ii) The employee returns to work immediately on any day he/she is not actually serving on a Jury.

(b) These payments shall be made for up to a maximum of five days in respect of each separate Jury Service.

## **30. NZNO & ETU RIGHT OF ENTRY**

The authorised union representative shall be entitled at all reasonable times to be upon the premises for purposes related to the employment of its members and/or the union's business, in accordance with section 20 and 21 of the Employment Relations Act 2000

## **31. STOP WORK MEETINGS**

The employee organisations may hold stop-work meetings of its members for up to a total of four hours per calendar year, provided that:

- (i) The employee organisation shall give at least 14 days written notice of intention to hold such a meeting; and;
- (ii) Satisfactory arrangements for the maintenance of essential services are agreed to with the employee organisation; and;
- (iii) Meetings shall be arranged at a place on the day and at a time as agreed upon between the employer and the employee organisation; and;
- (iv) The employer shall be supplied with an attendance slip signed by the employee organisation as evidence of attendance at the meeting; and;
- (v) Employees return to work as soon as practicable after the conclusion of such meetings; and

- (vi) The employer shall be entitled to make a rateable deduction from weekly wages of employees who do not comply with the above or are absent at meetings in excess of that total time of four hours per calendar year agreed to with the employee organisation.

### **32. UNION RIGHTS**

- (a) Delegates will have the right to accompany another member when representing them in a grievance.
- (b) Delegates shall be released without loss of normal pay for Union business, education or conferences where agreement is reached (about attending) and shall not be unreasonably withheld.
- (c) Where more than one delegate is present on site, a site committee will be entitled to meet to deal with Union business, and the timing of such meetings to be pre-arranged with the employer so as to not unreasonably disrupt the employer's business.
- (d) The delegate will have access to facilities for the effective performance of their job, including telephone, fax, emails can be sent and received by the employer on a delegate's behalf.
- (e) Union notices to be displayed in the staff room.
- (f) The employer will recognise delegates, chosen by the members, as Union representatives.
- (g) Delegates will be allowed to conduct on-site Union business in paid time, however, not to unreasonably disrupt business.

### **33. HEALTH & SAFETY**

- (a) A worker participation process will be negotiated in accordance with the Health and Safety in Employment Act 1992 and its subsequent amendments.
- (b) A Health and Safety Committee shall be established on each work site.
- (c) Employee representation on the Health and Safety Committee shall be elected by the union members. Such committee(s) shall meet regularly, and at not less than two monthly intervals.
- (d) Each employee representative shall also be entitled to a minimum of two days paid leave each year to attend Health and Safety training courses.

### **34. CONFIDENTIALITY**

During the term of employment or at any time thereafter, the employee shall maintain the confidentiality of the employers' business information including client lists, and all other information of a commercially sensitive nature. The employee shall not make use of any information, process or documents to which the employee has access, during the term of employment or at any time thereafter, except on behalf of the employer.

### **35. SALE OR TRANSFER OF BUSINESS**

- (a) The employer will advise the union and employees as soon as practicable. The timing of any advice will need to ensure that the disclosure of information to the employees and union will not prejudice any commercial negotiations or undertakings.
- (b) The employer will discuss with the third party the possibility of continuing the employment of current staff on the terms and conditions current at the time and will recommend the continuation of their employment. Written confirmation of the employer's efforts will be provided to the union.
- (c) If the third person accepts the proposal the employee has no entitlement to any other provisions in this clause.
- (d) The employer will meet and consult with the union, and its employee representatives, and will make every endeavour to reach agreement on all available options for those staff who are surplus to requirements of the new business or who are not offered work on the same terms and conditions.
- (e) These options will include:
  - (i) Redeployment opportunities that are on the same terms and conditions within a similar geographical area and within the skill range of the employee; and
  - (ii) On the job training for work which may be beyond the skill range of the employee.
- (f) In the event that redeployment is not possible employees will be provided with:
  - (i) Notice of termination which shall not be less than four (4) weeks;
  - (ii) Redundancy compensation as per the redundancy clause;
  - (iii) A reference recognising service and skills;
  - (iv) Other support as may be appropriate such as employee assistance programme (counselling, budgeting and drawing up a CV).
- (g) Where an employee's employment is being terminated by the employer by reason of transfer or sale of the whole or part of the employer's business, nothing in this agreement shall require the employer to pay compensation for redundancy if:
  - (i) The new company or new employer treats service with the employer as if it were continuous; and
  - (ii) The conditions of employment offered to the employee by the new company or employer are no less favourable than the employee's conditions of employment as detailed in this agreement, including all service related, hours of work and staff surplus conditions; and
  - (iii) The offer of employment by the new company or employer is an offer to employ the employee in the same capacity and for the same hours of work as that in which the employee was employed by the employer or in any capacity the employee is willing to accept provided that they are not disadvantaged in hours of work and their wages.
- (h) Where a facility or service is transferred or sold to another company or employer without interrupting the continuity of work, continuous service under this agreement with the previous employer shall, for the purpose of this agreement, be deemed to

have been continuous service with the new company or employer.

**36. PERSONAL GRIEVANCES AND DISPUTES PROCEDURES**

The procedure for the settlement of personal grievances and disputes shall be in accordance with the procedures in Schedule A.

**37. EQUAL PAY**

The parties agree to meet during the term of the Collective Agreement to consider the implementation of any Equal Pay settlement.

## **SCHEDULE A**

### **DISPUTES PROCEDURE CLAUSE**

1. In the case of the employee raising a dispute, the employer will arrange for a meeting to discuss the dispute between the employee, and a representative from the appropriate employee organisation.
2. If the dispute is not resolved to the employee's satisfaction, the employee may apply to have the matter heard by a Mediator at the Employment Relations Service
3. The employee may contact the Mediation Services through the Department of Labour – phone 0800 800 863.
4. If the employee wishes to raise a personal grievance claim, this grievance should be raised with the employer within the period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, whichever is the latest.
5. The recognised grounds for a personal grievance outlined in the Employment Relations Act are where:
  - That the employee's employment is/are or was affected to the employee's disadvantage by some unjustifiable action by the employer;
  - The employee being unjustifiably dismissed;
  - Where the employee has been discriminated against in the employee's employment;
  - Where the employee has been sexually harassed in the employee's employment;
  - Where the employee has been racially harassed in the employee's employment;
  - Where the employee has been subject to duress in the employee's employment in relation to membership or non-membership of a union.
6. If there is no resolution between the employee and employer at mediation, the employee may apply to the Employment Relations Authority.
7. Where there is no satisfactory resolution through the Employment Authority, the employee may apply to have the matter heard before the Employment Court.

## SCHEDULE B

### Clause: Employment Relations Education Leave

1. The Employer shall grant leave on pay for employee's party to this collective agreement to attend courses authorised by the union parties to facilitate the employee's education and training as employee representatives in the workplace.

<b>FTE eligible employees as at 1 March each year</b>	<b>Maximum number of days of employment relations education leave that we are entitled to allocate as a union</b>
<b>1 – 5</b>	<b>3</b>
<b>6 – 50</b>	<b>5</b>
<b>51 – 280</b>	<b>1 day for every 8 FTE eligible employees or part of that number</b>
<b>281 or more</b>	<b>35 days plus 5 days for every 100 FTE eligible employees or part of that number that exceeds 280</b>

2. For the purposes of this clause, calculating the number of full-time equivalent eligible employees employed by an employer –
  - a) an eligible employee who normally works 30 hours or more during a week is to be counted as 1;
  - b) an eligible employee who normally works less than 30 hours during a week is to be counted as one-half.

The union parties shall send a copy of the programme for the course and the name of employees attending at least 14 consecutive days prior to the course commencing.

The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.

The provision of Part 7 of the Employment Relations Act 2000 shall apply where any provision or entitlement is not provided for, or is greater than specified in the clauses above.

**SCHEDULE C**

**SIGNATORIES**

The names recorded below are those of the employer and the authorised officers signing on behalf the relevant employee organisation :

Representative for Employer  
**Hetherington House**

Name OLWYN WISEMAN

SIGNED ON BEHALF OF  
OLWYN KUNZ, MANAGER  
AND AT HER REQUEST.

Signed  Date 21-4-23

SECRETARY, WAIHI SENIOR CITIZENS  
HOME INC.

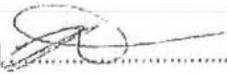
Representative for  
**ETU**

Name Derek Tavaua

Signed  Date 26-4-23

Representative for  
**New Zealand Nurses Organisation**

Name Nicole Dawson

Signed  Date 4-6-23