

Metlifecare Limited

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**Collective  
Agreement**

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**1<sup>st</sup> April 2020**  
to  
**31 March 2021**

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## **1. APPLICATION OF THE AGREEMENT**

1.1. This is a Collective Agreement ("Agreement") made pursuant to the Employment Relations Act 2000. The parties to this Agreement agree to the terms and conditions outlined in this document.

1.2. The parties to this Collective Agreement are:

- (a) All villages acquired by Metlifecare Limited during the currency of this Agreement shall be deemed to become party to this Agreement.
- (b) Metlifecare Limited referred to as "Metlifecare", the "Employer", or the "Manager" on behalf of:

Metlifecare The Avenues Limited	Metlifecare The Orchards Limited
Metlifecare Bayswater Limited	Metlifecare Edgewater Limited
Metlifecare Coastal Villas Limited	Metlifecare Palmerston North Limited
Metlifecare Crestwood Limited	Metlifecare Papamoa Beach Limited
Metlifecare Dannemora Gardens Limited	Metlifecare Pinesong Limited
Forest Lake Gardens Limited	Metlifecare Powley Limited
Metlifecare Greenwich Gardens Limited	Metlifecare The Poynton Limited
Metlifecare Greenwood Park Limited	Metlifecare 7 Saint Vincent Limited
Hibiscus Coast Village Holdings Limited	Metlifecare Somervale Limited
Hillsborough Heights Village Holdings Limited	Waitakere Group Limited
Metlifecare Highlands Limited	Metlifecare Gulf Rise Limited
Metlifecare Kapiti Limited	
Longford Park Village Limited	
Metlifecare Oakridge Limited	

- (c) E tū and the New Zealand Nurses Organisation (NZNO), referred to as the "Unions".

1.3. Employees bound by this Agreement:

- (a) Any employee of the companies of Metlifecare Limited listed in clause 1.2(b) whose work comes within the coverage clause of this Agreement and who becomes a member of the E Tū or NZNO shall be bound by and able to enforce the terms and conditions contained in this Agreement, excluding those employees set out in clause 1.3(b) below.
- (b) The Employer shall ensure that there will be no automatic "pass on" of these negotiated rates to non-union members.
- (c) Where an employee on an IEA joins this Agreement, through the relevant union, he/she shall retain any superior terms or conditions previously held.

## **2. NEW EMPLOYEES**

2.1. Metlifecare has committed to ensuring that Managers actively fulfil their obligations to new employees with regards to the Collective Agreement.

2.2. All new employees employed after the date of signing this agreement, whose work comes within the coverage clause of this agreement, shall for the first 30 days be employed on the terms and conditions contained in this agreement and will be advised that if they join the union, they will be bound by this agreement.

2.3. The Employer will give the employee a copy of this Agreement and will inform the relevant union as soon as possible if the employee has elected to be employed under this Agreement, subject to the consent of the employee.

2.4. Where an employee has elected to be employed under this Agreement, the Employer shall ensure that all new employees are given the name and contact details of the site delegate and the name and contact details of all new employees, where consent is given,

to the site delegate. An opportunity will be provided for the new employee to meet with the union for a reasonable period of time during the new employee's rostered working hours. New employees shall be informed that the Employer supports the Collective Agreement and respects the rights of employees to be members of the relevant union.

### 3. EMPLOYEE ROLE

3.1. The role of the employee is to act responsibly as a team member to perform the duties and responsibilities assigned to you on appointment. An outline of your key responsibilities will be set out in your Position Description and your annual performance objectives agreed with your manager. Either may be updated from time to time to reflect the changing nature of the work. Employees are also responsible for ensuring they operate consistently with Metlifecare's policies and guidelines. The employer will ensure employees are updated on policy changes.

### 4. CONSULTATION

4.1. Metlifecare employees and managers will commit themselves to the promotion of consultation and co-operation in the work place, and in the relationships between each other. However, conflicts may arise from time to time and the important thing is that they are dealt with promptly and fairly.

- All queries should be raised with your team in the first instance, where appropriate
- If the matter remains unresolved or if you consider your team is the cause of the problem, it should be referred to your team leader or manager
- At any time, you may seek advice or support from your unions Etu or NZNO.

### 5. COVERAGE CLAUSE

5.1. This Agreement shall apply to all employees of Metlifecare Limited villages as listed in clause 1.2 as listed in the table below, but excluding Transferring Employees set out in clause 1.3(b):

<b>E Tū</b>		<b>NZNO</b>
Caregiver	Domestic Aid	Registered Nurse
Cook	Kitchen Hand	Enrolled Nurse
Maintenance worker/Handyperson	Gardener/Grounds Person	Caregiver
Gardeners Assistant	Activities Coordinator	Activities Coordinator
Diversional Therapist	Social Coordinator	Diversional Therapist
Receptionist	Security Person	Domestic Aid
Home Support Workers		Receptionist
Registered Nurse (applicable only to paid up E Tū members as at 23 August 2007)		Home Support Workers
Enrolled Nurse (applicable only to paid up E Tū members as at 23 August 2007)		

### 6. VARIATION OF AGREEMENT

6.1. This Agreement represents a full record of the agreement entered into between the Unions and the Employer. Any changes or additions to this Agreement will need to be mutually agreed upon in writing by the parties to the Agreement.

6.2. Negotiations for variations shall be conducted in good faith by the parties.

- 6.3. Where a variation has been agreed on by the representatives of the parties negotiating the variation, it must be ratified by the affected employees covered by the Agreement. If more than eighty percent of the employees agree to the variation, it will be added to this Agreement and signed by the Employer and the Unions.
- 6.4. The Employer and any employee may agree upon additional terms and conditions that are not inconsistent with the terms of this Agreement. The individual terms and conditions shall be contained in a letter received by the employee(s) either prior to or during the term of this Agreement.
- 6.5. Should it be the case that financial difficulties arise which will affect the ability of the Employer to maintain its viability, and therefore the employment of its employees, then the parties to this Agreement undertake to renegotiate the wages. Such negotiations will be conducted in good faith by the parties with the purpose of reaching agreement about a means of ensuring on-going service to residents under the Employer's care and the continuing employment of its employees.

## 7. ROSTERS

- 7.1. "Roster" means the fortnightly roster of employee work and times allocated.
- 7.2. Rosters will be provided by Managers and displayed on employee notice boards in each Facility 14 days in advance of the commencement of each Roster.
- 7.3. To cope with the changing circumstances and the occupancy in each facility the Manager may alter, reduce or increase shifts, provided that proposals and alterations are first discussed with the employee concerned on an individual basis and when agreed and finalised, notice is given to the employees affected and a new schedule displayed at least fourteen days before commencement of the shifts.
- 7.4. The parties to this Agreement acknowledge the Standards of New Zealand EAP regulations as a guideline for best practice. Regulatory and self-audits shall ensure safe employee levels.

## 8. DEFINITIONS

<b>Term</b>	<b>Meaning</b>
"Full Time Employee"	Any employee rostered regularly on 5 days per week for 40 hours per week in a permanent position on a permanent roster.
"Permanent Part Time Employee"	Any employee rostered for less than 40 hours per week. Guaranteed hours of work will be set out in individual letters of offer or subsequent variations and are further detailed on a fortnightly basis by rosters, per Clause 7.
"Fixed Term Employee"	Any employee employed specifically on the basis that their start and completion of employment dates are clearly stated and agreed to by both parties, and who otherwise (except as specifically provided) receive all of the wages, allowances and conditions of this Agreement.
"Casual Employee"	An employee engaged as and when required for a purely casual purpose. Each engagement shall be a separate period of employment and holiday pay shall accordingly be paid at the completion of each engagement. There is no obligation on the part of the casual employee to accept work offered.
"Annual Practising Certificate"	A certificate issued pursuant to the Health Practitioners' Competency Assurance Act 2004.
"Night Shift"	A duty between 11.00 pm and 7.00 am.
"Week"	In the case of day employees, the seven days computed from midnight Sunday to midnight Sunday. In the case of night employees, the seven days computed from noon Monday to noon Monday.
"Pay Period"	The pay period is fortnightly and will fall Monday to Sunday to coincide with the stated roster.
"Base Rate"	The starting rate excluding all allowances.

"Normal or Ordinary Pay"	For employees who commenced after 17 April 1998, the base rate. For employees who commenced prior to 17 April 1998, the applicable base rate, the service allowance, the ISO allowance and all Qualification allowances referred to in Schedule One (Allowance Schedule) of this Agreement.
"Facility"	Any Aged Care establishment operated by Metlifecare Limited, including any Rest Home, Hospital, Retirement Village or similar and including Assisted Living Homecare.
"Unions"	E Tū and New Zealand Nurses Organisation (NZNO).

## 9. CLASSIFICATION OF EMPLOYEES

The following classifications indicate the qualification and expertise appropriate to each class of employee specified in the coverage clause.

<b>Classification</b>	<b>Description</b>
"First Cook"	An employee engaged in the preparation and cooking of meals, and taking full responsibility for the running of the kitchen.
"Cook"	An employee engaged in the preparation and cooking of meals.
"Kitchen Hand"	An employee engaged to carry out any duties inside the kitchen but with limited cooking duties.
"Domestic Aid"	An employee who is employed solely on domestic duties including cleaning, laundry, sewing and other non-resident attendant duties.
"Caregiver"	An employee who assists residents in their activities of daily living and such other attendant duties as are required. In addition, domestic duties shall be performed as required in the care facility.
"Activities Coordinator"	An employee engaged in assisting with the providing of social and recreational activities and other therapy for residents under the guidance of a qualified Diversional Therapist and/or Occupational Therapist.
"Enrolled Nurse "	A person whose name is on the roll in New Zealand as an Enrolled Nurse or Nurse Assistant, as defined in the Health Practitioners' Competency Assurance Act 2004 and who holds a current annual practising certificate and works under the supervision of a Registered Nurse.
"Registered Nurse"	A person who is registered in the Roles of Nurses in New Zealand as a Registered Nurse, as defined in Section 16 of the Nurses Act 1977 and who holds a current annual practising certificate. Registered Nurse shall also mean a RN and Senior RN in relation to the career progression
"Maintenance Worker / Handy Person"	An employee employed to undertake general maintenance in the Facility.
"Gardener/ Grounds Person"	An employee employed to do gardening or grounds work.
"Gardener's Assistant"	An employee employed to do basic gardening or grounds work under supervision.
"Social Coordinator"	An employee employed to arrange social events and to undertake the transportation of residents as required.
"Receptionist"	An employee engaged to provide reception duties and front office duties.
"Security Person"	An employee employed to provide security services for the facility.
"Home Support Worker"	An employee employed to perform duties specifically requested by residents in their own homes. i.e. holder of an Occupation Right Agreement including Serviced Apartments.

## 10. HOURS OF WORK

It is the intention of the Parties to ensure that stable and regular hours of work are available for all members covered by this Collective and this intent is informed by the following:

- i. The residents require 24/7 attention so shift work and rosters are required to ensure that care is provided at all times.
  - ii. Guaranteed hours of work are set out in individual letters of offer or subsequent variations and are further detailed on a fortnightly basis by rosters, per Clause 7.
  - iii. The Health and Safety at Work Act 2015 requires the Employer to take reasonably practicable steps to prevent harm from occurring to employees from the way work is organised and therefore the employer shall ensure rosters are developed to avoid the known risks to the employees who work the rostered shifts (refer to Clause 24).
  - iv. In determining the employee resourcing levels required per roster period, the Parties note the following:
    - a. The Employer is required by the Aged Residential Care Contract to ensure there are sufficient employees on duty to meet the health and personal care needs of all Subsidised Residents at all times.
    - b. The Employer, as a health care provider, is required to comply with the Health and Disability Standards on employee resourcing levels.
    - c. The Employer, as a health care provider, is encouraged to comply with the NZ Standards Indicators for Safe Aged Care and Dementia Care SNZ HB 8163:2005 including the indicator for Monitoring Service Provider (direct care staff) levels as a minimum.
- 10.1. Noting the provisions in clause 10ii above, up to 10 hour shifts may be worked by mutual agreement. Overtime shall apply if by mutual agreement, an employee works more than 10 hours in any one shift.
  - 10.2. No employee shall be compelled to work more than 5 hours without an uninterrupted interval of at least half an hour for a meal. If a meal break is worked through at the request of the Employer, or an employee is specifically requested to stay on the premises during their meal break/s, the break will be paid for. Wherever possible, and when requested, employees required to remain on duty throughout a meal break will be entitled to consume a meal.
  - 10.3. Where employees are required to work overtime, they may purchase meals from Company facilities at a cost of no more than \$5.00 per meal.
  - 10.4. Employees shall be allowed a rest period of 15 minutes within each three hours of duty without deduction from pay. The Employer shall make available tea, coffee, milk and sugar for all employees.
  - 10.5. Unless agreed per clause 10.1 above, the ordinary hours of work for a night shift employee shall not exceed eight hours per shift, which shall include a paid meal break.
  - 10.6. All interchange of shifts shall be subject to the approval of the Manager, who must be notified of the changes 3 days in advance. Such approval will not be unreasonably withheld.
  - 10.7. Employees shall not be brought back to work after their day's work has finished until after a break of eight hours. Any period during which an employee is required to work within twelve hours of their starting time or within eight hours of their previous finishing time shall be paid at the rate of time and a half for the hours worked.

- 10.8. Employees who were members of the E Tū and who were working broken shifts as at 17 April 1998, if this arrangement was at management's request, may choose to continue working them and will be paid the broken shift allowance specified in Schedule 1 of this Agreement.
- 10.9. Wherever practicable, additional hours shall be offered to existing employees in the first instance.

## 11. OVERTIME AND WEEKEND RATES/ALLOWANCES

- 11.1. All time worked in excess of ten hours in any one day or 80 hours fortnightly between Monday and Sunday in any fortnight period, shall count as overtime and be paid for at the rate of time and a half for all hours worked. Any overtime shall be mutually agreed by both the employer and employee. This clause shall not be used to financially disadvantage established overtime arrangement for individuals.
- 11.2. Employees required to work between the hours of midnight Friday and midnight Sunday shall be paid the weekend allowance.

## 12. RATES OF WAGES AND ALLOWANCES

- 12.1. The minimum wage rates for each classification are detailed in Schedule 1 of this Agreement.
- 12.2. The circumstances under which allowances are payable are set out below.

Allowance	Rate	When Payable
Weekend	\$3.00 per hour worked	For employees who work between midnight Friday/Saturday and Midnight Sunday/Monday.
Night Shift	\$12.30 per night	For all night shift employees.
On Call	\$20.00 per 24 hour period	For employees required to remain on call. Overtime rates will apply if employees are called back to work by the Employer while on call.
Call Back	Minimum 3 hours payment	For employees required to return to work to attend to emergency situations, a minimum of 3 hours will be paid regardless of the actual hours worked.
Shift at short notice	\$15.30 per shift	For employees who are <u>requested by Management and agree</u> to work a shift (other than their rostered shift) at short notice: such notice having been given within 8 hours prior to that shift commencing.
Shift Charge	\$0.80 per hour	For a Caregiver Level 1 or 2 required to accept extra responsibility when there is no Registered Nurse on duty at the site, even when a Registered Nurse or Nurse Manager is on call. The allowance shall not be paid for the period between the end of the night shift and the Nurse Manager coming on duty. The allowance is also payable when an employee takes an "acting up" role e.g. Kitchen Hand taking on responsibilities of a Cook. This allowance also applies to a Kitchen Hand who, in the absence of the Cook, is required to accept the responsibilities of a cook.
Facility Supervisor	\$1.10 per hour	For a Registered Nurse other than a Senior Registered Nurse who replaces the Nurse Manager between Monday and Friday inclusive.

**13. CAREER PROGRESSION FOR CAREGIVERS, HOME SUPPORT WORKERS, DIVERSIONAL THERAPISTS AND ACTIVITIES CO-ORDINATORS COVERED BY PAY EQUITY SETTLEMENT**

In accordance with the Pay Equity Settlement we encourage employees to obtain their relevant New Zealand Qualifications (Health & Wellbeing Certificate, Careerforce, or their relevant equivalent) within the following time periods.

Qualification	Time Period
Level 2 NZ Certificate	Within 12 months of employment
Level 3 NZ Certificate	Within 3 years of employment
Level 4 NZ Certificate	Within 6 years of employment

**CAREER PROGRESSION FOR EXISTING CAREGIVERS, HOME SUPPORT WORKERS, DIVERSIONAL THERAPISTS AND ACTIVITIES CO-ORDINATORS WORKERS AS AT 1 July 2017**

Eligible employees will progress under this scale on the basis of either service or qualifications, whichever is the most advantageous to them as set out below:

Progression Level	Qualification/Service
Level 2	On attainment of Level 2 Qualification or after the completion of 3 years current continuous service with employer as of 1 July 2017
Level 3	On the attainment of Level 3 Qualification, or after 8 years current continuous service with employer as of 1 July 2017.
Level 4	On the attainment of Level 4 Qualification.

\*"Qualifications" are those recognised by NZQA or equivalent

For more detailed career progression information for the above roles please see your Manager. Additionally, the Regional Clinical Manager and Learning and Development Manager is also available for advice.

**14. CAREER PROGRESSION FOR ENROLLED NURSES, KITCHEN HANDS AND DOMESTIC AIDS**

CATEGORY	COMPETENCIES
<b>Enrolled Nurse</b>	<ul style="list-style-type: none"> <li>• By appointment.</li> <li>• 2 years' experience in gerontological care.</li> <li>• Annual practicing certificate.</li> <li>• Current Comprehensive First Aid Certificate.</li> <li>• Demonstrates a working knowledge of Health &amp; Safety and risk management practice.</li> <li>• Evidence of on-going education in gerontology.</li> <li>• A commitment to the training of caregivers.</li> <li>• Attends fire &amp; evacuation training and trial evacuations on at least an annual basis.</li> </ul>

	<ul style="list-style-type: none"> <li>• Reads and signs Health &amp; Safety manual and other policies and offers amendments where appropriate.</li> <li>• Achieves a satisfactory performance appraisal undertaken within previous 12 months. Nurse/Care Services Manger confirms performance has been maintained (or improved) to the standard indicated in the last performance appraisal.</li> </ul>
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COMPETENCIES	EVIDENCE
<b><u>Kitchen Hand – Level 1</u></b>	
<ul style="list-style-type: none"> <li>• Complete Metlifecare orientation for Kitchen Hands.</li> <li>• Attends and completes Practical Workplace First Aid Certificate.</li> <li>• Completes the reading and training for Health and Safety.</li> <li>• Attends fire and evacuation training and trial evacuations.</li> </ul>	<ul style="list-style-type: none"> <li>• Kitchen Hand Metlifecare Orientation and orientation Self-Directed learning package is signed off by Kitchen/Village Manager within 3 months of commencement of employment.</li> <li>• Completes First Aid Training – Certificated.</li> <li>• Has signed that s/he has read and understands the Health and Safety Manual and other policies.</li> <li>• Has a current education record of fire and evacuation training and trial evacuations.</li> </ul>
<b><u>Kitchen Hand – Level 2</u></b>	
<ul style="list-style-type: none"> <li>• Experience in a food services environment.</li> <li>• Achievement of approved courses/ qualifications in: <ul style="list-style-type: none"> <li>• Food Safety</li> <li>• Customer Service</li> <li>• Money Handling (where required by site)</li> <li>• Coffee making (qualified Barista)</li> <li>• Basic cookery/food preparation (leads to career progression to Cook role, if desired)</li> </ul> </li> <li>• Attends and completes Practical Workplace First Aid Certificate.</li> <li>• Actively participates and promotes Health and Safety in the workplace.</li> <li>• Attends fire and evacuation training and trial evacuations on at least an annual basis.</li> <li>• Able to familiarise new staff to the village.</li> <li>• Has a working knowledge of all policies and protocols in the workplace.</li> <li>• Performance appraisal, maintains the requirements outlined in the Job Description.</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum three months' employment with Metlifecare working as a Kitchen Hand or similar role</li> <li>• Completed courses as required. Current certificated or equivalency as agreed criteria.</li> <li>• Has a current First Aid certificate.</li> <li>• Demonstrates knowledge of health and safety and risk management practice and other policies.</li> <li>• Has completed compliance training – fire and evacuation training annually.</li> <li>• Has attended at least 80% of in-service education and staff meetings in the workplace.</li> <li>• Is able to act as a buddy/resource person with new Kitchen staff.</li> <li>• Has read through the policies and procedures (MLC) and signed as read.</li> <li>• Achieves a satisfactory performance appraisal undertaken within previous 12 months. Kitchen/Village Manger confirms performance has been maintained (or improved) to the standard indicated in the last performance appraisal.</li> </ul>

COMPETENCIES	EVIDENCE
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<b><u>Domestic Aid – Level 1</u></b>	
<ul style="list-style-type: none"> <li>• Complete Metlifecare orientation for Domestic Aids.</li> <li>• Completes the reading and training for Health and Safety.</li> <li>• Attends fire and evacuation training and trial evacuations.</li> </ul>	<ul style="list-style-type: none"> <li>• Domestic Aid Metlifecare Orientation and corresponding work-book is signed off by Nurse/Care Services/Village Manager within 3 months of commencement of employment.</li> <li>• Has signed that s/he has read and understands the Health and Safety Manual and other policies.</li> <li>• Has a current education record of fire and evacuation training and trial evacuations.</li> </ul>
<b><u>Domestic Aid – Level 2</u></b>	
<ul style="list-style-type: none"> <li>• Experience in domestic support service.</li> <li>• Achievement of approved courses/ qualifications in: <ul style="list-style-type: none"> <li>• Infection Control</li> <li>• Chemical Safety</li> <li>• Challenging Behaviour</li> </ul> </li> <li>• Attends and completes Practical Workplace First Aid Certificate (if required by site).</li> <li>• Actively participates and promotes Health and Safety in the workplace.</li> <li>• Attends fire and evacuation training and trial evacuations on at least an annual basis.</li> <li>• Able to familiarise new employees to the village.</li> <li>• Has a working knowledge of all policies and protocols in the workplace.</li> <li>• Performance appraisal, maintains the requirements outlined in the Job Description.</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum one year's experience working as a Domestic Aid or similar role, including minimum six months' employment with Metlifecare.</li> <li>• Completed courses as required. Current certificated or equivalency as agreed criteria.</li> <li>• Has a current First Aid certificate.</li> <li>• Demonstrates knowledge of health and safety and risk management practice and other policies.</li> <li>• Has completed compliance training – fire, Manual Handling and evacuation training annually.</li> <li>• Is able to act as a buddy/resource person with new Domestic employees.</li> <li>• Has read through the policies and procedures (MLC) and signed as read.</li> <li>• Achieves a satisfactory performance appraisal undertaken within previous 12 months. Nurse/Care Services/Village Manger confirms performance has been maintained (or improved) to the standard indicated in the last performance appraisal.</li> </ul>

### **Career Progression for Registered Nurses**

Please refer to the Metlifecare Nurses Career Pathway for the levels of progression.

The parties shall work together collaboratively to agree and apply appropriate qualifications and/or evidence measures of skill and capability progression for all non-care roles.

### **15. EDUCATION**

The Employer is aware of the value of having a trained and educated workforce and will encourage employees to be trained and educated by ensuring that employees have access to development and training.

15.1. The Employer encourages employees to be trained and to that end will encourage those employees who wish to commence and/or complete relevant Careerforce, Service IQ, or other relevant NZQA recognised qualifications.

15.2. The Employer is also aware of the vital role that the Registered and Enrolled Nurses play in the care of residents and encourage those nurses to complete, at a minimum, all Nursing Council education requirements necessary to maintain their practicing certificates.

- 15.3. When the employee undertakes education that is directed, required and approved by the Employer, then upon successful completion, the Employer will pay for course fees and reasonable travel and accommodation. If the employee is required to attend education courses when he/she would normally be rostered to work, he/she will be paid for the hours that he/she would normally be rostered for.
- 15.4. When the employee wishes to attend education that is not directed or required by the Employer, the reasonable costs of enrolment and participation may be recovered by the employee on the basis of written application in accordance with the Education Assistance Policy and Procedure.
- 15.5. Caregivers who are members of the NZNO or E Tū and who are studying for any Careerforce qualification or equivalent NZQA approved age care qualification shall be entitled to one paid hour per completed module/unit standard and the Employer shall pay all costs of training for the Careerforce qualification. There will be no retrospective payment prior to the currency of the agreement.
- 15.6. Metlifecare undertakes with best endeavours to offer those employees who have started, but have yet to complete, the Careerforce certificate or equivalent, the opportunity to complete the Careerforce certificate within a six-month timeframe. Metlifecare shall also (within reason) support those employees for whom English is a second language to enable them to achieve the Careerforce certification. Metlifecare shall monitor the Careerforce training to ensure consistency of delivery across the organisation.
- 15.7. Within six months of settlement, the Employer shall assess all union members to determine their current qualification. Where an employee indicates a desire to expand their qualifications the Employer shall work with the employee to support them to achieve this.
- 15.8. With the exception of compliance training and care and support settlement obligations, for casual employees' access to training shall be determined on a case by case basis.

## **16. PRACTISING CERTIFICATES**

- 16.1. The Employer shall reimburse employees for the cost of renewing their New Zealand Nursing Council practicing certificates where the certificates are applicable to the job being performed upon receipt of an Expense Claim form.
- 16.2. The Employer shall provide reasonable paid leave for Registered Nurses and Enrolled Nurses to undertake the professional development hours that are required to maintain the employee's practicing certificate, in accordance with the guidelines of the NZ Nursing Council.

## **17. PUBLIC HOLIDAYS**

- 17.1. Employees who work on Christmas Day, Boxing Day, New Year's Day, the day following New Year's Day, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Anniversary Day (or a day in lieu thereof) shall be paid the penal rates specified in the Schedule of Wages and Allowances for all hours worked on such days. In addition, employees who are required to work on the above public holidays shall be entitled to an alternative holiday for working on these days.
- 17.2. Where an employee is not required to work on one of the holidays referred to in 17.1, it being a day that would otherwise have been a working day for the employee, the employee shall be paid their relevant hourly/daily rate of pay for that day.
- 17.3. Where any of the holidays specified in 17.1 of this clause occur during the currency of the full time employees' annual holiday, these employees shall have these public holidays paid and not taken from their annual holiday entitlement.
- 17.4. Where Christmas Day (25 December) and New Year Day (01 January) fall on a Saturday or Sunday the following shall apply:

- (a) An employee who works on the Saturday or Sunday which would otherwise be a working day for the employee on which Christmas Day and/or New Year's Day falls shall be paid double their relevant hourly rate (T2) for all hours worked, and will have entitlement to an alternative holiday for working on these days.
  - (b) An employee who works on the officially recognised Christmas Day and/or New Year day i.e. the transferable day, which would otherwise be a working day for the employee, shall be paid double their relevant hourly rate (T2) for all hours worked and will have entitlement to an alternative holiday for working on these days.
- 17.5. The parties agree that alternative days shall be taken within six months following the public holiday. An alternative day is to be taken by the employee on a day that is agreed between the Employer and employee.
- 17.6. If both parties cannot agree on when an alternative holiday is to be taken, then the day may be taken:
- (a) on a date determined by the employee, taking into account the Employer's view as to when it is convenient for the employee to take the day.
  - (b) within 12 months of the employee's entitlement to the alternative holiday having arisen.

## **18. LONG SERVICE INCENTIVE**

- 18.1. An employee shall be entitled to long service incentive payments or the equivalent time on paid leave as follows:
- (a) A one-off payment equivalent to one week's pay after the completion of five years of continuous service with the Employer;
  - (b) A one-off payment equivalent to two weeks' pay after the completion of ten years of continuous service with the Employer;
  - (c) A one-off payment equivalent to three weeks' pay after the completion of fifteen years of continuous service with the Employer;
  - (d) A one-off payment equivalent to three weeks' pay after the completion of twenty years continuous service with the Employer;
  - (e) A one-off payment equivalent to three weeks' pay after the completion of twenty-five years continuous service with the Employer;
  - (f) A one-off payment equivalent to four weeks' pay after the completion of 30 years continuous service with the Employer;
  - (g) A one-off payment equivalent to five weeks' pay after the completion of thirty-five years continuous service with the Employer.
- 18.2. Payments for all such long service incentives should be calculated at the average weekly earnings of the preceding 52 weeks.

## **19. ANNUAL LEAVE**

- 19.1. In accordance with the Holidays Amendment Act 2004 all employees shall be entitled to four weeks' annual holidays.
- 19.2. The third and fourth week's holiday, may be taken in conjunction with or separately from the first two weeks as may be mutually arranged between the Employer and the employee.
- 19.3. Employees entitled to holidays shall receive payment for them prior to commencing the holiday, provided written notice has been given by the employee to the Employer of this requirement.

- 19.4. Annual leave shall be taken within 12 months of it falling due. Where any leave remains untaken 12 months from date of entitlement, the Employer reserves the right to direct the employee to take the leave. Notwithstanding the above, annual leave entitlements may be accrued beyond the 12 months by agreement.
- 19.5. Any unpaid leave requested by employees will be granted at the sole discretion of the Manager.
- 19.6. The Employer will make reasonable efforts to respond to all leave requests within 7 calendar days of the receipt of the leave application.

## **20. SICK LEAVE**

At commencement of service with the Employer an employee shall be entitled to five days sick leave. The employee shall be entitled to five days sick leave for each six months thereafter. Unused sick leave may be accumulated up to a maximum of 50 days in total. Unused sick leave will not be paid out on termination of employment. The Employer may, at its discretion, allow additional sick leave.

- 20.1. Sick leave payment is calculated at the relevant hourly/daily rate of pay.
- 20.2. Sick leave is available where the employee is unable to attend work in the following instances:
  - (a) When the employee is sick; or
  - (b) The spouse/partner of the employee is sick; or
  - (c) A dependent child or dependent parent of the employee or of the spouse of the employee is sick; or
  - (d) The employee is absent due to a non-work related injury.
  - (e) Other situations not covered by (a), (b), (c), (d), above, will be considered in the light of the individual circumstances and paid sick leave may be granted, on a case-by-case basis, at the discretion of the Employer.
- 20.3. Where an employee is sick on a public holiday, which would otherwise be a working day, that day's sick leave shall not be deducted from the sick leave entitlement.
- 20.4. The granting of sick leave is conditional upon:
  - (a) The employee ensuring that, wherever possible and with the exception of emergencies, all absences are notified to the Employer at least four hours prior to the commencement of the shift.
  - (b) The Employer may require the provision of a medical certificate, but will only do so in accordance with the provisions of the Holidays Act 2003 and subsequent amendments.
- 20.5. In the event that the Employee has no entitlement left, they may be granted additional sick leave. In considering the granting of leave under this clause, the Employer shall recognise that discretionary sick leave is provided to ensure the provision of reasonable support to the Employee having to be absent from work where their entitlement has been exhausted.
  - (a) Requests should be considered at the closest possible level of delegation to the Employee and in the quickest time possible, taking 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, including where an infectious outbreak in the residential care facility, such as norovirus, has been confirmed by Public Health.

- (b) Reasons for a refusal shall, when requested by the Employee, be given and before refusing a request, the decision maker is expected to seek appropriate guidance.

## **21. FAMILY VIOLENCE LEAVE**

Metlifecare provides for paid leave to support those employees impacted by family violence in line with legislative requirements. Please refer to the Metlifecare Leave Policy and related forms available on People Online for entitlements under this policy.

## **22. BEREAVEMENT (TANGIHANGA) LEAVE**

The intent of this provision is to provide every reasonable opportunity for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent) or Hura Kohatu (unveiling).

- 22.1. The Employer may approve up to five days bereavement leave on pay. In granting the leave, the Employer must take into account the following points:
  - (a) The closeness of the association between the employee and the deceased, which need not be a blood relationship.
  - (b) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death.
  - (c) The amount of time needed to discharge properly any responsibilities or obligations.
  - (d) Reasonable travelling time should be allowed, but for cases involving overseas travel, that might not be the full period of travel.
  - (e) A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any arrangements needed. In most cases approval shall be given immediately, but may be given retrospectively where necessary.
  - (f) If paid bereavement leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.
  - (g) The Employer may require that satisfactory proof be produced when paid leave is requested.

## **23. PARENTAL LEAVE**

**Parental leave shall be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 and subsequent amendments**

## **24. HEALTH AND SAFETY**

- 24.1. The Employer shall take all reasonable precautions for the safety and health of all employees employed in its facilities and be especially mindful of its duty under the Health and Safety at Work Act 2015 (HSWA), which requires that employees have the opportunity to be involved in the development of health and safety procedures.
- 24.2. Employees must comply with all occupational safety and health statutory obligations (and any other relevant legislation that may apply from time to time), Employer policies, procedures, rules and any special work requirements while carrying out work for the Employer.
- 24.3. Employees must report all incidents and near misses to the Employer immediately after the incident has occurred.

- 24.4. Employees must wear the personal protective clothing with which they have been issued at all appropriate times.
- 24.5. The Employer may, as required and at its discretion, amend its Health and Safety policy to take into account current legislation, changes in work practice and improvements in safety techniques and equipment. Employees will be involved in the development of such policy changes.
- 24.6. Each facility shall have an elected Health and Safety Committee.

## **25. INDUSTRIAL RELATIONS COMMITTEE**

### **25.1. Consultation and participation:**

The parties to this Agreement commit themselves to a process by which the feelings and interests of employees are regularly taken into consideration by management and by which information is shared. The purpose of this process is:

- (a) To provide mutual opportunities for the parties to this Agreement to discuss and explain at all levels their respective objectives and opinions.
- (b) To provide employees with opportunities to participate in the decision-making process by providing access to information and opportunities for input.
- (c) Accordingly, the parties to this Agreement agree to continue to explore ways in which consultation and participation at all levels can be improved.

### **25.2. Industrial Relations Committee:**

There shall be an Industrial Relations Committee ("the Committee") established in the workplace of not less than two employees, who shall be elected annually by the employees covered by this Agreement.

### **25.3. The function of this Committee will be:**

- (a) Promote and foster harmony, co-operation and communication in the work place through consultative and participative processes between the Employer, their employees and their union.
- (b) Discuss and prove the facts of the problems of the employees, and after such discussions, present the problems and possible solutions to the management of the Employer.
- (c) Compile matters to add to the agenda of the regular monthly employee meetings held by management of the Employer. This portion of the agenda will be chaired by the Committee who will act as spokespeople for the other employees.
- (d) Liaise with the appropriate union where necessary, especially if disciplinary matters are involved.

25.4. The management of the Employer and the Committee shall meet regularly, no less than two-monthly, but on demand if urgent problems arise.

25.5. When meeting with management for the Committee meetings this time will be paid at ordinary rate.

25.6. Recommendations and the work of the Committee shall not prejudice the rights of either the employees or the Employer bound by this Agreement.

## **26. LOBBY LEAVE FOR DELEGATES**

26.1. The Employer shall grant reasonable, provided it is no greater than one hour per month, paid time off to union delegates to organise and lobby for improved industry funding. The use of this time must be subject to adequate notice.

26.2. The request to utilise this "paid lobby release" must be accompanied by a written request detailing how this time will be spent and the anticipated outcome of the lobbying.

- 26.3. The parties shall review the operation of this clause as necessary.
- 26.4. The efficacy of this clause will be evaluated at each negotiation and therefore will have a term of expiry at the date of renewal of each Agreement.

## **27. COMPANY PROPERTY**

- 27.1. Uniforms, and where necessary, aprons, and rubber gloves, shall be supplied to all employees. Safety shoes and safety equipment will be provided to employees that require it.
- 27.2. Employees shall be provided with a secure cupboard area for the safe-keeping of their belongings while on duty.
- 27.3. The Employer shall provide all tools required by maintenance and gardening employees, or, if such equipment is not supplied, an allowance of \$5.00 per week shall be paid for the use of the personal provision of these necessary items.
- 27.4. Where uniforms or other equipment are supplied by the Employer, these items continue to be the property of the Employer and are required to be returned at the termination of employment (or shortly thereafter) in reasonable condition, given fair wear and tear.
- 27.5. The Employer may make a deduction from the wages or final pay of an employee who fails to return or account for uniforms or, other Employer property with which the employee has been issued. The rate of deduction shall be the cost of the item not accounted for after due allowance has been made for reasonable fair wear and tear.

## **28. DRESS**

In consideration of a shoe and other appropriate clothing allowance, which is incorporated in the rates of pay, the Employer may require an employee to wear reasonable footwear and other clothing in the course of their employment, and comply with the dress code.

## **29. TERMS OF EMPLOYMENT**

- 29.1. No employee shall be engaged at less than the wages (or the hourly rates for part time and casual employees) provided for in the particular classes of employees.
- 29.2. Employees are responsible for being familiar with and understanding company policy, and to understand the consequences if these policies are breached.
- 29.3. Wages shall be paid in full fortnightly by direct credit to a bank account of the employee's choice.
- 29.4. Each employee shall be provided with a wages slip showing their name, address, work description and how the pay has been calculated.
- 29.5. The Employer may make rateable deductions from employees' pay for sickness or accident (when the employees have no special leave), absence or default.
- 29.6. Internal vacancies shall be managed in accordance with the Metlifecare Recruitment Policy.

## **30. POLICE VETTING**

Offers of employment are conditional on the Employer being provided with a copy of the prospective employee's criminal conviction via Police Vetting Checks, and being entirely satisfied, at its reasonable discretion, having considered the currency, severity and relevance of any conviction(s), with the contents of that record.

## **31. EQUAL EMPLOYMENT OPPORTUNITY**

- 31.1. The Employer is committed to policies which ensure the absence of discrimination in employment on the grounds of race, colour, sex, marital status, religious belief, disability, sexual orientation, union and political affiliation and to the promotion of equal employment opportunity for all employees.
- 31.2. The Employer will comply with all legislative requirements covering equal employment opportunities.

## **32. TERMINATION OF EMPLOYMENT**

- 32.1. Except in the case of casual employees and registered nurses, employment may be terminated by the Employer or the employee giving two working weeks' notice, unless a lesser time is agreed to by both parties in writing.
- 32.2. Registered Nurses' employment may be terminated by the Employer or the employee giving four working weeks' notice, unless a lesser time is agreed to by both parties in writing.
- 32.3. No formal notice of termination of employment shall be required from or be given to casual employees except where the Employer or the casual employee wishes to terminate the employment during a work period. In such cases one day's notice of termination shall be given.
- 32.4. The Employer may, at its discretion pay the employee in lieu of notice for all or part of the notice period.
- 32.5. If an employee does not give the required notice, the Employer reserves the right to deduct an amount equivalent to a day's wages for each unworked day of the notice period from payments due to the employee.
- 32.6. The Employer reserves the right to dismiss an employee instantly for serious misconduct, in line with the Disciplinary & Termination Policy in Appendix C.
- 32.7. Where an employee is dismissed due to serious misconduct, payment of wages up to the day of dismissal only will be made.
- 32.8. Where employees absent themselves from work for a continuous period exceeding three working days without notifying the Employer or without good reason, they shall be deemed to have abandoned their employment and resigned without notice.
- 32.9. Employees shall be paid all wages and other payments due on the payday following termination of their employment.

## **33. SUSPENSION**

The Employer reserves the right to suspend the Employee on full pay while investigating serious misconduct, wilful negligence in the performance of duties, or any other serious misconduct or repeated breach of this Agreement or company policy. Due consideration shall be given before any suspension decision is finalised. Pay while on suspension will be for rostered hours work only.

## **34. DISCIPLINARY ACTION**

Disciplinary action shall be carried out in accordance with the provisions of Appendix C of this Agreement.

## **35. SURPLUS STAFFING**

- 35.1. The Employer recognises the serious consequences that the loss of permanent employment can have on employees and proposes to minimise this by relocation and/or retraining where possible. The parties agree that it is preferable that employees be encouraged to remain in relocated employment, rather than be paid redundancy pay.

Every endeavour shall be made to enable mutually agreed relocation in accordance with 34.2 of this Agreement.

- 35.2. Where relocation is an option, it shall be offered to employees as an alternative to redundancy. Employees relocating shall, wherever possible, be offered a position substantially the same in terms of job designation, content, responsibility and seniority, providing that such position is acceptable to the employee who will not unreasonably withhold their acceptance.
- 35.3. However, in the event that the employee's position becomes surplus to the needs of the Employer, the employee shall be given six weeks' notice of termination of employment or at the discretion of the Employer, be paid in lieu thereof. The notice period specified in this clause shall be inclusive of the notice period specified in the Termination clause above.
- 35.4. Redundancy compensation shall be calculated on the basis of four weeks' pay for the first year of current continuous service and two weeks' pay for each subsequent year of service. Both such amounts are to be pro-rated on the basis of the number of days worked by the Employee as a percentage of the number of days in the year commencing on the Employee's start date. Notwithstanding the provisions of this clause 35.4, redundancy compensation is capped at a maximum of 12 months' earnings.
- 35.5. For the purposes of this clause, a week's pay shall be calculated as the average number of hours worked in the four weeks prior to the notice of redundancy being given.
- 35.6. The payment of redundancy compensation shall be contingent upon the employee remaining at work and performing their assigned duties normally until the expiry of the notice period, if so required by the Employer.
- 35.7. If the employee finds an alternative position during the notice period, the employee may with the prior consent of the Employer, terminate their employment prior to the expiry of the notice period without forfeiting their right to redundancy compensation, but the employee would not be paid for the unworked period of notice.
- 35.8. Except where a transfer has been arranged, the employee will be given reasonable time to attend interviews for alternative employment without loss of pay, provided that they obtain the prior consent of the Employer and that proof of having attended an interview can be furnished to the Employer if required.
- 35.9. No redundancy compensation shall be payable in any situation where the termination of the employee's employment arises as a result of the merger, amalgamation, or reconstruction of the whole or part of the Employer's business if the person acquiring the business or part being merged, amalgamated, or reconstructed has offered the employee employment in the business or part of it and the conditions of employment offered to the employee by the person acquiring the business or part of it are generally no less favourable than those provided for by this Agreement.
- 35.10. The Employer shall supply written references at the request of the redundant employee.
- 35.11. The Employee's entitlements and the process that will apply in the event of a restructuring are set out in the Employee Protection Provision in Clauses 36 or 37 below.

**36. EMPLOYEE PROTECTION PROVISION (EMPLOYMENT RELATIONS ACT 2000 AND AMENDMENT ACT NO 2) – VULNERABLE EMPLOYEES (CAREGIVERS, DOMESTIC AIDS, KITCHEN HANDS)**

- 36.1. This clause applies to employees who are defined in Schedule 1A of the Employment Relations Act 2000.
- 36.2. For the purposes of this clause a "Restructuring" is where the Employer has entered into a contract or arrangement under which its business (or part of it) is to be undertaken by another person or business, or where the Employer terminates such a contract or arrangement and the work is to be carried out by another person, or where the Employer's business (or part of it) is to be sold or transferred to another person or

business (other than in the circumstances excluded by section 69B of the Employment Relations Amendment Act).

- 36.3. The phrase "New Employer" means the person who the contract or business will be transferred to.
- 36.4. Before a Restructuring takes place all affected employees will be able to decide, within a reasonable timeframe specified by the Employer, whether or not they wish to transfer to the New Employer.
- 36.5. If an employee wishes to transfer to the New Employer, that employee will become an employee of the New Employer from a date to be agreed between themselves and the Employer, or from when the Restructuring takes effect. From that date, their terms and conditions of employment as contained in this Agreement will continue to apply, their previous service to the Employer will be recognised, and they will not be redundant.
- 36.6. If an employee does not wish to transfer to the New Employer, they may freely choose not to do so, they will not be entitled to redundancy notice or compensation and the Employer will have no obligation to find them an alternative role.
- 36.7. Where contracting out is being considered, the Employer shall consult the Unions about proposals on contracting out, including discussing and agreeing on options available to affected employees.
- 36.8. Where contracting out or Restructuring is being considered, the Employer shall make best endeavours to ensure that all employees covered by this agreement are offered employment on no less than their existing terms and conditions and with continuous service by the incoming service provider or New Employer.

### **37. EMPLOYEE PROTECTION PROVISION (EMPLOYMENT RELATIONS ACT 2000 AND AMENDMENT ACT NO 2) – OTHER EMPLOYEES**

- 37.1. For the purpose of this clause, a "Restructuring" is where the Employer has entered into a contract or arrangement under which its business (or part of it) is to be undertaken by another person or business, or where the Employer's business is to be sold, or transferred to another person or business (other than in the circumstances excluded by section 69L(1)(b) of the Employment Relations Act 2000 and Amendment Act (No.2)). This clause is to protect employees from being disadvantaged where a sale, transfer or contracting out is being considered.
- 37.2. In the event of such a Restructuring affecting an employee's position, the Employer shall, as soon as is reasonably practicable, taking into account the commercial and confidentiality requirements of the business, commence negotiations with the other party involved in the Restructuring (the "Other Party") concerning the impact of the restructuring on that employee.
- 37.3. In those negotiations, the Employer will, subject to any statutory, commercial confidence or privacy issues, provide the Other Party with all information about the employees who will be affected by the Restructuring, including all details of their terms and conditions of employment.
- 37.4. The Employer shall endeavour to ensure that all employees covered by this Agreement are offered employment on no less favourable terms than their existing terms and conditions by the Other Party.
- 37.5. However, whether the Other Party offers employees ongoing employment and on what terms and conditions, will ultimately be the decision of that Other Party.
- 37.6. Where an employee's employment is being terminated by the Employer by reason of the contracting out, sale or transfer of the whole or part of the Employer's business, and the Other Party does offer you employment (and including where that offer is rejected), nothing in this Agreement shall require the Employer to pay compensation for redundancy if:
  - (a) The Other Party treats service with the Employer as if it were continuous; and

- (b) The conditions of employment offered by the Other Party are generally no less favourable than the conditions of employment as detailed in this Agreement, including all service related, hours of work and staff surplus conditions; or
  - (c) The offer of employment by the Other Party is an offer of employment in the same capacity and for the same hours of work as exists under that in which they were 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 wages.
- 37.7. An employee will be given notice of termination and redundancy compensation as set out in clause 32 in this Agreement where:
- (a) they are not offered employment; or
  - (b) the Other Party does not treat service with the Employer as if it were continuous; or
  - (c) they are offered employment on terms and conditions which are generally less favourable and reject that offer; or
  - (d) they are offered employment for different hours of work than that in which they were employed by the Employer and that offer will disadvantage them in the hours worked and in wages.

### **38. CONTINUITY OF SERVICE**

- 38.1. Where a facility or facilities are 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 purposes of this Agreement be deemed to have been continuous service with the new company or Employer.
- 38.2. Where an employee transfers from one facility to another and without interrupting the continuity of work, service shall be deemed to be continuous and all service related entitlements shall continue as if there had been no break in service.

### **39. HARASSMENT, DISCRIMINATION & BULLYING**

The Employer has a policy on harassment, discrimination and bullying which forms part of this Agreement and is available to all employees in the Employer's Policy Manual, and attached at Appendix B. Changes to the policy during the term of this Collective Agreement will be recorded in the Employer's Policy and Procedure Manual and notified to employees.

### **40. CONFIDENTIALITY OF MATTERS**

- 40.1. Employees agree not to bring the Employer into disrepute by either conduct or words.
- 40.2. All transactions, records and information pertaining to the business of the Employer and its customers, residents and employees, shall be held in strict confidence by all employees, both during the period of their employment and after termination.
- 40.3. Employees agree not to enter into agreements or obligations which may bind the Employer without the prior written consent of the Employer.

### **41. INDUSTRIAL RELATIONS**

- 41.1. Access:  
 Authorised representatives of the E Tū/NZNO, parties to this Agreement shall be entitled to enter the workplace at reasonable times for planned meetings to meet and talk with members and employees who may be entitled to become members.
- (a) Where the union representative's visit will require employees to come off the floor, this shall be agreed with the village manager in advance by email.
  - (b) Where a union representative enters the workplace, he/she will:
    - i. Advise the Manager that they are entering the workplace and will follow visitor sign-in procedure, and

- ii. Where the Manager is not present, the union representative will leave a note advising the Manager of the visit, and
- iii. Comply with all Notices in the workplace including Notices about restricted entry due to, for example, norovirus, infection control, and
- iv. Comply with all Health and Safety and security requirements, and
- v. Respect residents' bedrooms as private and personal spaces.

41.2. Employee Lists:

(a) The Employer shall, if required in writing by the organising Secretary of the relevant Union, supply a list of names and postal addresses of all employees bound by this Agreement unless specifically requested not to do so by an employee.

(b) The request for a list shall not be made more than once every six months.

41.3. Identification of union members:

Employees shall not be entitled to receive benefits conferred as a result of membership of the relevant Union if the Employer is unaware that they are union members. The Employer will be aware of union membership if it has been authorised to deduct union fees from the wages of an employee in the employee's current period of employment, in advance of the commencement of any notice period required to be given to the Employer for such things as attendance at stop work meetings or entitlement to employment relations education leave.

41.4. Paid Meetings:

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

(a) The Union official shall give at least 14 days written notice of intention to hold each such meeting; and

(b) Satisfactory arrangements are made for the maintenance of essential services by the union delegate. The Union delegate will work with the Employer to achieve this; and

(c) Meetings shall be arranged at a place and time mutually agreed upon between the union official and the Employer; and

(d) The Employer shall be supplied with an attendance slip signed by the union official as evidence of attendance at the meeting; and

(e) Employees return to work as soon as practicable after the conclusion of such meetings; and

(f) This entitlement is not in addition to that provided for in the Employment Relations Act 2000.

The Company shall be entitled to make a rateable deduction from the weekly wages of employees who do not comply with the above or who are absent at meetings in excess of the total time of four hours per calendar year agreed to with the relevant Union.

41.5. Recognition of Delegates:

(a) Union delegates will be recognised by the Employer following written confirmation of their election from the union office. Metlifecare recognises that union delegates are the authorised representatives of union members and their role as delegate includes member recruitment, education, attendance at meetings, representation of members, negotiations and consultative forums.

(b) The names of all new employees shall be notified to the delegate following employment, unless the new employee specifically requests that this does not occur.

(c) Subject to prior notification, delegates shall be allowed reasonable paid time to conduct onsite union business.

- (d) Subject to prior agreement with Metlifecare and on the application of the authorised representative of the union and on receipt of fourteen days' notice from the employee, delegates shall be released without loss of pay for offsite union business or to attend union training. Agreement shall not be unreasonably withheld. This entitlement is not in addition to that in clause 41.6
- 41.6. Employment Relations Education Leave:
  - (a) The Employer will release employees bound by this Collective Agreement on paid education leave in accordance with the provisions of the Employment Relations Act 2000.
  - (b) The annual allocation of paid education leave for employees bound by this Collective Agreement will be calculated pursuant to Section 74 of the Employment Relations Act 2000.
- 41.7. Copy of Agreement:

The Employer shall ensure a copy of this Collective Agreement is readily available to all Union members including all new employees whose work is covered by the coverage clause.
- 41.8. Deductions:
  - (a) The Employer shall deduct Union fees from the wages (including from wages payable for periods of paid leave) of members of the E Tū and NZNO.
  - (b) The Employer shall remit all deducted fees to the Unions fortnightly and the Unions are emailed notification after. Such remittance is to be made as a single bulk direct credit to the Unions' bank account with an identifying reference.
  - (c) The Employer shall forward to the Union via email where possible, or by post, a schedule detailing the name and address of the employees, the value of the deduction; the employee's payroll number, the termination date of any employee who has left, and details of the period covered by the remittance.
- 41.9. Union Information:

The Employer agrees to provide new employees with information supplied by E Tū and NZNO.
- 41.10. Secondment of Union Delegates/Representatives:

Union delegates/representatives may be granted leave without pay to work for the Union for a period agreed on between the Employer and the Union officials.
- 41.11. Metlifecare will work with our union partners to identify an appropriate place to display union information on a site specific basis.

## **42. JURY SERVICE**

- 42.1. The parties to this Agreement agree that considering the nature of the business, should an employee be called for Jury Service, both parties may agree to jointly make application to the court for leave from Jury Service.
- 42.2. If however, leave of the court is not granted, or the employee wishes to serve, the employee shall be granted jury service leave in accordance with the following conditions:

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 that:

  - (a) The employee produces the court expenses voucher to the Employer.
  - (b) The employee returns to work immediately on any day she/he is not actually serving on a jury.
- 42.3. These payments shall be made up to a maximum of five days in respect of each separate period of jury service.

**43. EMPLOYMENT RELATIONS PROBLEMS**

43.1. An employment relationship problem includes a personal grievance, a dispute and any other problem relating to or arising out of an employment relationship. Employment relationship problems shall be dealt with in accordance with the procedure in Appendix A of this Agreement.

43.2. Should an employee wish to raise a personal grievance, she/he must raise the grievance with the Employer within 90 days from 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 later.

**44. LEGAL LIABILITY**

The employer undertakes to indemnify all employees under the company’s current Professional Indemnity Policy, a copy of which is available to the union and employees on request

**45. SECONDARY EMPLOYMENT/ CONFLICT OF INTEREST**

The employer acknowledges that a significant proportion of our workforce works part time shifts and therefore may hold secondary employment, contracts, agreements or business interest and/or activities. In order to avoid conflicts of shifts, employees shall advise their employer of any secondary employment.

**46. TERM OF AGREEMENT**

This Agreement shall be deemed to have come into force on 01 April 2020 and shall continue in force until 31 March 2021 (the “expiry date”). The wage rates in this Agreement shall be effective from 01 April 2020.

**47. SIGNATORY PARTIES TO THIS AGREEMENT**

For METLIFECARE LIMITED on behalf of:

Metlifecare The Avenues Limited  
Metlifecare Bayswater Limited  
Metlifecare Coastal Villas Limited  
Metlifecare Crestwood Limited  
Metlifecare Greenwood Park Limited  
Metlifecare Highlands Limited  
Metlifecare Kapiti Limited  
Metlifecare The Poynton Limited  
Hibiscus Coast Village Holdings Limited  
Longford Park Village Limited  
Metlifecare Dannemora Limited  
Metlifecare Papamoa Beach Limited

Metlifecare Edgewater Limited  
Metlifecare Palmerston North Limited  
Metlifecare Pinesong Limited  
Metlifecare Powley Limited  
Metlifecare 7 Saint Vincent Limited  
Metlifecare Somervale Limited  
Metlifecare Greenwich Gardens Limited  
Hillsborough Height Villages Holdings Limited  
Forest Lake Gardens Limited  
Waitakere Group Limited  
Metlifecare Oakridge Limited  
Metlifecare The Orchards Limited  
Metlifecare Gulf Rise Limited

**By their duly authorised representative**

**For METLIFECARE LIMITED**

.....  
**Glen Sowry, CEO**

\_\_\_\_\_  
**DATE**

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**For E TŪ**

.....  
**Alastair Duncan, National Organiser**

\_\_\_\_\_  
**DATE**

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**For THE NEW ZEALAND NURSES' ORGANISATION**

.....  
**Sarah Barker, NZNO Organiser**

\_\_\_\_\_  
**DATE**

**ALL EMPLOYEES  
(Applicable to both E TŪ and NZNO members)**

**PAY EQUITY SETTLEMENT RATE PROGRESSION FOR EXISTING CAREGIVERS, HOME SUPPORT WORKERS, DIVERSIONAL THERAPISTS AND ACTIVITIES CO-ORDINATORS AT 1 JULY 2017.**

Transition to an appropriate step on the new pay scale below is based on an employees' qualifications and service (as at 30<sup>th</sup> June 2017) and whichever is the most advantageous for the employee.

<b>Length of Service</b>	<b>Qualification</b>	<b>Pay Band</b>	<b>1 July 2017 Year 1</b>	<b>1 July 2018 Year 2</b>	<b>1 July 2019 Year 3 &amp; 4</b>	<b>1 July 2021 Year 5</b>
<3 years' service OR	Level 0*	L0	\$19.00	\$19.80	\$20.50	\$21.50
3+ to 8 years' service OR	Level 2*	L2	\$20.00	\$21.00	\$21.50	\$23.00
8+ to 12 years' service OR	Level 3*	L3	\$21.00	\$22.50	\$23.00	\$25.00
12+ years' service OR	Level 4*	L4b	\$23.50	\$24.50	\$25.50	\$27.00

\*Qualifications are those recognised by NZQA

**PAY EQUITY SETTLEMENT MINIMUM RATE PROGRESSION FOR NEW EMPLOYEES IN CAREGIVERS, HOME SUPPORT WORKERS, DIVERSIONAL THERAPISTS AND ACTIVITIES CO-ORDINATORS ROLES EMPLOYED AFTER 1 JULY 2017 BASED ON QUALIFICATIONS ONLY; TENURE SHALL NOT APPLY**

	<b>1 July 2017 Year 1</b>	<b>1 July 2018 Year 2</b>	<b>1 July 2019 Years 3/4</b>	<b>1 July 2021 Year 5</b>
<b>L0</b>	\$19.00	\$19.80	\$20.50	\$21.50
<b>L2*</b>	\$20.00	\$21.00	\$21.50	\$23.00
<b>L3*</b>	\$21.00	\$22.50	\$23.00	\$25.00
<b>L4*</b>	\$23.50	\$24.50	\$25.50	\$27.00

\*Qualifications are those recognised by NZQA

**PAY RATE PROGRESSION FOR EXISTING CAREGIVERS, HOME SUPPORT WORKERS, DIVERSIONAL THERAPISTS AND ACTIVITIES CO-ORDINATORS WITH 12 YEARS CURRENT CONTINUOUS SERVICE AFTER 1 JULY 2017 AND WHO HAVE NOT ACHIEVED A LEVEL 4 CERTIFICATE**

<b>After 1 July 2017</b>	<b>On or after 1 July 2018</b>	<b>On or after 1 July 2019</b>	<b>On or after 1 July 2021</b>
\$22.50	\$23.50	\$24.50	\$26.00

In the event there are genuine reasons based on reasonable grounds that the employee's employer did not provide the support necessary for the employee to achieve the Level 4 qualification, the employee will be entitled to move to the Level 4 step above.

Any dispute about the provision of the necessary support will be dealt with through the normal dispute resolution processes.

The following are the minimum rate of wages payable under this Agreement for non-Pay Equity Settlement roles.

<b>CLASSIFICATION – NON PAY EQUITY SETTLEMENT ROLES</b>	<b>HOURLY RATE FROM 1 April 2020 \$</b>
First Cook	21.80
Cook	20.00
Kitchen Hand – Level 1	19.30
Kitchen Hand – Level 2	19.60
Domestic Aid – Level 1	19.50
Domestic Aid – Level 2	19.80
Gardener's Assistant	19.30
Gardener/Grounds Person	19.60
Handy Person	19.30
Maintenance Person	20.55
Security Person	19.60
Social Coordinator	19.60
Receptionist	19.60
Enrolled Nurse	27.30
Level 1 New Entrants to Practice	27.85
Level 2 Registered Nurse	29.20
Level 3 Registered Nurse	33.25
Level 4 Senior Registered Nurse	36.35

Union members undertaking duties under the coverage clause who are paid more than the printed rate in the agreement shall receive a pay rise equivalent to the % increase offered to those that currently receive the printed rate in the same role rate effective from 1 April 2020.

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The following are the minimum allowances that may be paid under this Agreement

<b>ALLOWANCES WHICH MAY BE PAID IN ADDITION TO BASE PAY (EXCLUDING HOME SUPPORT WORKERS)</b>	
Weekend Allowance	For work between midnight Friday and midnight Sunday the following rate applies: \$3.00 per hour for all hours worked.
On Call Allowance	\$20.00 per 24 hour period
Call-back Allowance	Minimum payment of 3 hours at ordinary rate of pay unless overtime is required.
Shift Charge Allowance (Caregivers only)	\$0.80 per hour
Facility Supervisor Allowance (Registered Nurses other than Senior RNs)	\$1.10 per hour (not accumulative with Shift Charge Allowance)
Night Shift Allowance	\$12.30 per night
Statutory Allowance	All hours worked on Statutory Holidays shall be paid as follows: ANZAC and Waitangi Day            T2 the Ordinary Christmas and New Year's Day    T2 the Ordinary Rate All other Statutory Holidays      T1.5 the Ordinary Rate

**EMPLOYMENT RELATIONS ACT**

**RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS**

Metlifecare aims to provide a fair workplace for you. At times you may have concerns about your employment and how you are being treated. We would like you to talk to us if this happens.

If we cannot resolve things between us, you can get outside help. Set out below are the services available to you for resolving employment relationship problems.

**WHAT IS AN EMPLOYMENT RELATIONSHIP PROBLEM?**

An employment relationship problem includes a personal grievance, dispute or other problem relating to your employment relationship with Metlifecare.

It does not include a problem with the fixing of new terms of your employment.

Listed below are examples of employment relationship problems:

- If you believe you have been treated unfairly;
- If you believe that you have a personal grievance;
- If you believe that there has been a breach of your employment agreement;
- If there is a dispute over interpretation, application or operation of your employment agreement;
- If you believe there has been unfair bargaining for an individual employment agreement;
- If there is a question about whether you are an employee or an independent contractor;
- If there is a disagreement about arrears of wages or holiday pay, etc.;
- If you are not being allowed to attend union meetings or take employment related education leave; or
- If you get a warning, or are dismissed, and you believe this to be unfair.

**WHO CAN HELP YOU WITH AN EMPLOYMENT RELATIONSHIP PROBLEM?**

To help you solve your employment relationship problem you can contact:

- Your manager/supervisor or their manager; or
- The Support Office Human Resources department;
- The Ministry of Business, Innovation and Employment ("Ministry", formerly Department of Labour) offers free information and has a free mediation service, which can provide us with assistance in working together and resolving the problem;
  - you can contact the Ministry on: 0800 800 863 or [www.mbie.govt.nz](http://www.mbie.govt.nz)
- Your site delegate or E Tū on 0800 864661 or NZNO on 0800 283848; or
- A lawyer/ Employment Advocate

## **WHAT IS A PERSONAL GRIEVANCE?**

A personal grievance means any grievance that you have against Metlifecare because of a claim that:

- you have been unjustifiably dismissed;
- action we have taken disadvantages you in your employment or a term of your employment is unjustifiable;
- you are discriminated against in your job;
- you are sexually harassed in your job;
- you are racially harassed in your job; or
- you have been pressured in your job because of your membership or non-membership to a union or employees' organisation.

## **WHAT CAN YOU DO IF YOU HAVE A PERSONAL GRIEVANCE?**

To raise a personal grievance, you should make us aware of your problem (verbally or in writing) within 90 days of the personal grievance arising unless:

- We consent to your raising the personal grievance after 90 days;
- you successfully apply to the Employment Relations Authority ("Authority") for leave to raise the personal grievance after 90 days, in which case we must try to mutually resolve your grievance through mediation; or
- you have three years after raising the personal grievance to bring any action arising from it to the Authority or the Employment Court ("Court").

## **MEDIATION SERVICES**

If we cannot resolve your employment relationship problem between us then either or both of us may request help from the Department.

The department provides mediation services which may include:

- Information about rights and obligations;
- information about services;
- assistance in resolving problems; and
- fixing new terms of employment.

## **PROBLEM NOT RESOLVED AT MEDIATION**

If we cannot resolve the problem at mediation you can refer it to the Employment Relations Authority.

# Harassment Discrimination and Bullying

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## Policy

### Table of Contents

- Objectives
- Scope
- Confidentiality
- Obligations
- Harassment
- Discrimination
- Bullying

### Objectives

Metlifecare is committed to providing a workplace that is safe, harmonious, respectful, and is free from unlawful discrimination, harassment and bullying.

The purpose of this Policy is to provide guidance to all employees on how to identify, report and help prevent such unacceptable conduct occurring at Metlifecare.

### Scope

This policy applies to the conduct of everyone at Metlifecare, regardless of whether or not they are employees. This policy applies equally to the treatment of our employees, contractors, residents, visitors and customers.

This policy applies when people are

- Working at a Metlifecare village or office premise, during or outside normal working hours
- Performing work activities off site, for example attending a work related function. A work related function is any function that is connected to work, for example lunches, conferences, holiday season parties and client functions.
- Using social media platforms to communicate to employees, contractors, residents, visitors and customers.

It's everyone's responsibility to familiarise themselves with this policy as significant breaches of this policy may be subject to disciplinary action, up to and including termination of employment or Metlifecare taking appropriate action in relation to a contractor, resident, visitor or customer found to have harassed, discriminated against or bullied including but not limited to termination of engagement and trespass or removal from village premises.

## Confidentiality

In instances where there is an alleged breach of this policy it's important to apply discretion and confidentiality to protect all individuals concerned or impacted. All information must be treated confidentially, wherever possible by all parties involved.

Where a complaint is serious and/or a Manager or Human Resources believes that action should be taken in order to protect the safety and well-being of individuals involved, then confidentiality may not be able to be maintained even if the individual who raised the complaint does not wish the matter to be taken further. In such circumstances information will be disclosed only to those people who need to know about the complaint.

The obligation of confidentiality does not prevent Metlifecare from using or disclosing any material necessary to instigate or defend any legal proceedings, make submissions in relation to any enquiry or complaint, or to refer a matter to the police.

## Obligations

As a member of the Metlifecare team it is your obligation to:

- Treat your colleagues, residents, visitors, contractors or anyone else associated with the workplace with dignity and respect.
- Not unlawfully discriminate against anyone in the workplace i.e. treat someone less favourably based on any of the prohibited grounds of discrimination as detailed in the Discrimination section of this policy and in accordance with the Human Rights Act 1993 and the Employment Relations Act 2000.
- Not harass, bully or discriminate against anyone in the workplace
- If you see or experience any unacceptable conduct from an employee, resident, visitor, contractor or customer, report it as soon as possible to your manager or People Team. The person subjected to the unacceptable conduct may not feel able to do so for themselves.
- In instances of alleged unacceptable conduct, maintain confidentiality of all discussions and documents to the extent possible
- Only make complaints of unacceptable conduct based on truth and fact, and not intentionally make false allegations of unacceptable conduct that may discredit or undermine.

As a Manager at Metlifecare it is your obligation to:

- Take all reasonable steps to ensure that Metlifecare workplace is free from all forms of unacceptable conduct.
- Be a role model and lead by example, ensuring that you do not engage in unacceptable conduct
- Ensure that your team are familiar with and understand their obligations under this policy
- Treat all complaints seriously and take prompt steps to resolve any complaints or allegations in partnership with Human Resources.

## Discrimination

Metlifecare is committed to maintaining a work environment that promotes equal opportunity for all job applicants, employees, contractors, residents, visitors and customers.

When we make a decision to have an individual join the Metlifecare team we aim to ensure that they are based on merit and not on attributes that are grounds of discrimination as protected by anti-discrimination legislation as listed below.

### Unlawful Discrimination

It is unlawful to discriminate, or to appear to intend to discriminate, on any of the grounds listed below when recruiting to fill any role. No such person may be refused available employment, nor offered, nor provided with, employment on less favourable terms and conditions than others with similar capabilities, employed in the same, or substantially similar, circumstances.

In accordance with the Human Rights Act 1993 and the Employment Relations Act 2000, the company acknowledges the prohibited grounds of discrimination as outlined below and will not discriminate on those bases:

• Sex including pregnancy and childbirth	• Race
• Marital Status	• Ethnic or national origins
• Religious belief	• Disability
• Ethical belief	• Age
• Colour	• Political opinion
• Employment Status	• Sexual Orientation
• Family Status	

Discrimination is unlawful even if there is no intention to discriminate. Discrimination is unlawful in all areas of employment, including:

- Recruitment
- Terms and conditions of employment
- Refusing or limiting access to opportunities for promotion, discretionary bonuses
- Leave or training.

Direct Discrimination occurs when an individual is treated less favourably or denied an opportunity or benefit of employment on the basis of any of the above grounds.

Indirect Discrimination occurs where a policy or practice is imposed that appears fair and neutral but makes it more difficult for people with certain attributes to comply than others and is unreasonable in the circumstances.

### **Investigations & Outcomes**

Metlifecare will investigate any verbal or written complaint or allegation laid by an employee that they have been harassed by another employee, resident, visitor, contractor or customer and will take all practicable steps to prevent a repetition of the conduct.

Metlifecare considers harassment to be serious misconduct. Any employee found to have harassed another employee, resident, visitor, contractor or customer will face disciplinary action including summary dismissal (if appropriate)

## **Harassment**

Metlifecare commits to provide all employees with a safe working environment, free from all forms of harassment and to ensure that complaints regarding harassment are dealt with effectively, fairly and confidentially.

Unlawful Harassment is

- Unwelcome conduct that is offensive, humiliating or intimidating to any other person and is either repeated, or of such a significant nature, that it has a detrimental effect on the person, their work performance or their work environment.
- Harassment may be verbal, psychological or physical and occurs when an individual is subjected to any visual material, verbal, written or physical behaviour, hostility, or ridicule that for them is unwelcome, hurtful, offensive, unsolicited or repeated
- Even if there is no intention to offend or humiliate, seemingly harmless acts such as gossip, jokes, teasing or the use of inappropriate nicknames, could all possibly constitute unlawful harassment.

Sexual Harassment is

- Unwelcome conduct of a sexual nature that is offensive, humiliating or intimidating to any other person and is either repeated, or of such a significant nature, that it has a detrimental effect on the person, their work performance or their work environment.
- It is unlawful to sexually harass another person even if you did not intend to harass the person.
- Sexual harassment in the workplace can take various forms. It may involve but not be limited to, for example:

• Sexual banter	• Unnecessary familiarity
• Crude conversation	• Stereotyping of sexual preferences
• Innuendo	• Sexual jokes
• Demands or subtle pressure for outings or sexual favours	• Comments on clothing/attire
• Patting, pinching, touching	• Assault
• Distribution or display of pornographic or offensive material	

**Investigations & Outcomes**

Metlifecare will investigate any verbal or written complaint or allegation laid by an employee that they have been harassed by another employee, resident, visitor, contractor or customer and will take all practicable steps to prevent a repetition of the conduct.

Metlifecare considers harassment to be serious misconduct. Any employee found to have harassed another employee, resident, visitor, contractor or customer will face disciplinary action including summary dismissal (if appropriate)

**Bullying**

Bullying is defined as “unreasonable, repeated behaviour that demeans and humiliates Another person or group” that creates a risk to their wellbeing (mental or physical) and safety.

Unreasonable behaviour means behaviour that a reasonable person, having regard to all the circumstances would expect to victimise, humiliate, undermine or threaten.

Behaviour includes actions of individuals or a group and may involve using a system of work as a means of victimising, humiliating, undermining or threatening

Some examples of bullying include but are not limited to

Belittling remarks	Manipulation
Criticism	Verbal, psychological and physical abuse
Intimidation	Withholding information
Isolation or exclusion	Spreading rumours

Bullying is not

Occasional differences in opinion, non- aggressive conflicts and problems in working relationships	Workplace counselling, constructive feedback, managing under-performance
Allocation of work in accordance with Metlifecare systems and protocols	Other disciplinary action in accordance with Metlifecare policies and procedures

## **Investigations and Outcomes**

Metlifecare will investigate verbal or written complaint or allegation laid by an employee that they have been bullied by another employee, resident, visitor, contractor or customer and will take all practicable steps to prevent a repetition of the conduct.

Metlifecare considers bullying to be serious misconduct. Any employee found to have bullied another employee, resident, visitor, contractor or customer will face disciplinary action including summary dismissal (if appropriate)

# Disciplinary and Termination of Employment

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## Policy

### Table of Contents

- Managing Disciplinary Procedures
- The difference between Poor Performance, Misconduct and Serious Misconduct
- Format of a Disciplinary Procedure
- Disciplinary Actions/Outcomes
- Other Grounds for Termination
- Personal Grievance

## Managing Disciplinary Procedures

### Objectives

Metlifecare seeks to create a positive, safe and mutually rewarding employment relationship and to avoid the need for disciplinary action. Our various policies and procedures are designed to ensure that these objectives are achieved wherever possible.

We acknowledge that from time to time conflicts or issues can arise and it's important that these are dealt with in a timely and fair manner. Metlifecare would prefer to resolve issues informally however, the disciplinary and termination of employment policy and process has been established to guide all employees and managers where this is not possible.

Issues relating to continued poor performance, misconduct or serious misconduct or other ground for termination may give rise to the operation of this policy and where disciplinary action is appropriate a procedurally fair process must be consistently applied across the business. Instances of Poor Performance and Misconduct/Serious Misconduct are different issues however all may result in disciplinary action being taken.

The policy does not include an exhaustive list of circumstances where this policy may apply and therefore depending on the circumstances an employee may still be subject to disciplinary action up to and including dismissal or termination for other grounds.

Managers must consult with Human Resources on all potential disciplinary cases or potential termination cases arising in advance of any meetings being held or actions being taken to ensure that a robust and procedurally fair process is followed to mitigate any employment relation risks to Metlifecare.

## **Scope**

This policy will be applied fairly to all Metlifecare employees subject to any specific provisions as outlined in their employment agreement and applicable legislation. Where a conflict exists between this policy and the employment agreement, the employment agreement terms shall apply.

## **The difference between Poor Performance, Misconduct and Serious Misconduct**

### **Poor Performance**

If an employee's performance is falling below expected standards Managers should in the first instance document these and raise informally with the employee through coaching sessions making sure to clearly outline the concern and the expected level of performance required. File notes should be kept by the Manager to evidence the discussions.

Examples of poor performance may include but not be limited to

- Failure to perform to the require standards of work and any related responsibilities
- Lateness, absenteeism or poor timekeeping

Where poor performance continues to be an issue despite the provision of feedback to an employee Managers should instigate a Performance Improvement Plan in consultation with Human Resources. The plan should document and outline the areas of concern, expected level of performance, timeframe for demonstrating improvement required and any additional support that may be required to assist the employee to achieve the expected standard e.g. additional training.

The Manager should meet regularly with the employee to discuss the plan and the employee's progress and adherence to this.

In the event that the Performance Improvement Plan does not yield a satisfactory and sustained improvement in the employee's performance then this continued matter may be considered to be misconduct /serious misconduct and should progress to a disciplinary meeting.

### **Misconduct**

Matters that constitute misconduct may include but not be limited to

- Failure to carry out lawful and reasonable instructions
- Misuse of company property including wastage of time or materials) or failure to report damage to company, resident, employee or visitor property

- Failure to act at all times in a manner that promotes and protects Metlifecare’s business, reputation and relationships including demonstrating a lack of respect for residents, other employee or management
- Failure to adhere to Metlifecare policies and procedures including dress code, smoke free workplace and security policies.
- Behaviour which is disruptive or socially unacceptable
- Poor personal hygiene or presentation despite receiving feedback
- Refusal to attend a doctor as nominated by Metlifecare for the purpose of establishing fitness to work
- Abandonment by leaving the assigned place of work without permission
- Preventing other employees from undertaking their duties
- Failure to comply with housekeeping requirements from time to time
- Excessive personal use of phone or internet during working hours

### **Serious Misconduct**

Matters that constitute serious misconduct may include but not be limited to

- Repeated failure to act at all times in a manner that promotes and protects Metlifecare’s business, reputation and relationships including demonstrating a lack of respect for residents, other employee or management
- Any form of abuse (physical, psychological or verbal) intimidation or assault of any employee, resident or visitor
- Being in possession of and /or taking unauthorised restricted pharmaceutical or illegal drugs, e.g. illicit drugs whilst at work (other than those personally prescribed by your GP)
- Reporting for work in a condition (due to the influence of drugs or alcohol) which renders the employee unable to perform their duties with due care or safety
- Unauthorised absence/Abandonment of employment
- Insubordination where the result or risk may present serious or significant consequences
- Negligence, incompetence, disorderly conduct or practical jokes that could affect the personal safety and or environment of Residents or Metlifecare Property including medication errors, acts or practices that cause injury or damage to people and property, breaches of HSSE policies and procedures including failure to report.
- Any breach of confidentiality
- All forms of unlawful discrimination or harassment on the basis of age, gender, sex, race etc.
- Theft or unauthorised removal of funds or property, including the consumption of residents’ food or beverages and the unauthorised consumption of Company food or beverages
- Unauthorised gambling activity on Company premises or involving residents in illegal gambling activities

- Sleeping whilst on duty
- Accepting gifts, gratuities or bequests in breach of the Gift Policy and Procedure
- Seeking to gain from a personal relationship when that relationship has been gained or developed as a result of employment at Metlifecare
- Falsification of documentation or systems including rosters, timesheets, expenses, reports, employment application forms and cash/cheque handling procedures.
- Breach of Metlifecare Media and Electronic Communications Policy including unauthorised media statements and social media postings
- Convictions for dishonesty, violent offences or other convictions that materially impacts an individual's ability to perform their duties
- Filming or recording an individual without permission
- Failure to maintain required industry practising certificates

## **Format of a Disciplinary Procedure**

The format of the procedure may vary depending on the nature and seriousness of the issue arising, however Metlifecare can consider the following actions as a potential outcome to any disciplinary process following due consideration:

- Informal resolution of the issue (s)
- Instigation of an investigative meeting
- Appointing an internal and/or external person to investigate the issue (s)
- Suspending on pay or transferring an employee to alternative duties pending an investigation (provided the issue is sufficiently serious or warranted based on Health & Safety grounds)
- A decision on whether or not to take any action
- Where an HSSE related incident has occurred an incident investigation will be conducted prior to any disciplinary investigation.

### **Investigative Meeting**

An investigation meeting will be held where an allegation or issue arises where further detail or evidence is required to inform whether or not a disciplinary meeting and or action is appropriate.

Employees will receive a letter inviting them to attend an investigative meeting and will be informed of the nature of the allegations or concern to be discussed at the meeting. They will also be informed of their right to seek legal advice and their right to be accompanied to the meeting.

At the meeting the employee will be given the opportunity to respond to the allegations and provide an explanation of events or to provide detail of any mitigating circumstances that they feel should be taken into consideration. If necessary adjournments may be required to investigate information provided by the employee in their response.

### **The role of the representative**

Employees have the right to be accompanied to an investigative or disciplinary meeting. They may elect to have a work colleague, a union representative or advocate, a lawyer or family member or friend accompany them. The role of the representative is to provide morale support and advice. They can ask questions and take notes of the discussion but may not prevent the employee from participating in the meeting.

Employees are encouraged to be accompanied in circumstances where;

- There is a possibility that the investigation will lead to disciplinary action
- There are legal questions or issues involved
- The employee is inexperienced and may be overwhelmed by the situation
- There may be cultural or language considerations

Provided the employee is made aware of this right but elects not to be accompanied, this has no impact on the procedural fairness of the process.

Metlifecare has an Employee Assistance Programme (EAP) that provides free, confidential support to employees on a 24/7 basis. Managers should encourage employees undergoing an investigative and/ or disciplinary process to utilise this service for additional support.

### **Outcome of the investigation meeting – No Disciplinary Action**

If following an investigation process the explanation provided by the employee is acceptable or allegations are unfounded then no disciplinary action will be taken. As appropriate a discussion should take place around measures such as further training or other support for the employee.

### **Disciplinary Meeting**

If circumstances do warrant a disciplinary action being taken the employee will be invited to attend a formal disciplinary meeting at which proposed measures will be discussed, including findings from the investigation process, the reasons for the findings and any proposed disciplinary action being considered.

No conclusion will be reached at the meeting itself and the employee will be subsequently advised in writing of the final outcome.

Where practicable, for misconduct and serious misconduct cases it is considered best practice for an Independent Manager (that was not involved in the Investigative Meeting) to be appointed to hold any resulting Disciplinary Meetings.

## **Potential Disciplinary Outcomes/Actions**

Disciplinary action may range from a written warning to dismissal of an employee with or without notice (summarily dismissed)

If a warning is issued this should be reflective of the seriousness of the situation. For example a Final Warning may be given without the employee having previously received a first or second warning.

Warnings will be held on an employee's file for a period of 12 months and a copy will be provided to the employee. Where there is a repetition of the same type of incident that results in a warning being issued more than 12 months ago this will be taken into consideration in determining further disciplinary action.

### **First Instance of Misconduct/Performance**

In the event of misconduct or poor performance, the employee will meet with their Manager and Human Resources and if the employee's explanation does not resolve the matter to the satisfaction of the manager the employee will be issued with a First Warning. The Warning Letter will confirm the unsatisfactory performance or conduct, the improvements and timeframe in which the employee is required to meet expected standards and possible consequences of non-compliance.

### **Second Instance of Misconduct/Performance**

Where required improvements are not achieved and sustained a further disciplinary meeting may be held with an employee. If the employee is unable to provide a satisfactory response a Second and Final Warning may be issued which outlines that continued failure to achieve acceptable standards may result in dismissal.

### **Serious Misconduct**

In the event of establishing serious misconduct an employee may face a final warning or potentially dismissal depending on the circumstances.

If a final warning is issued (rather than dismissal being confirmed) then this may be accompanied by further sanctions including revocation of privileges, remedial training, an impact on the annual performance review and forfeiture of discretionary incentive pay may be considered.

### **Suspension**

In the event of suspected serious misconduct where an investigation is required (or in any case an investigation is required and there are reasonable grounds to suspend an employee e.g. police investigation, harassment, bullying etc.) the employee may be:

- Suspended on full pay and excluded from Company premises, and
- Asked to report to their Manager or Human Resources at a specified time which allows for a full inquiry into the allegations

In order for a suspension to be fair, prior to the imposition of the suspension, the employee must

- Be informed of the process regarding the suspension, and
- Be given the opportunity to comment on the proposed suspension

Suspension is not a disciplinary outcome and does not imply that there has been misconduct or that complaints or allegations are justified. It is a neutral act that enables an investigation to be carried out where the presence of the employee in the office may complicate or jeopardise this process.

In the event that serious misconduct is established, the Manager who conducted the investigation in consultation with Human Resources

Any potential suspension requires the approval of Head of Employment Relations & Business Partnering.

## **Dismissal**

Dismissal may occur where performance or conduct is deemed by Metlifecare to be sufficiently unsatisfactory or serious to justify terminating an employee's employment.

Employment may be ended either with or without notice.

Whilst dismissal may be preceded by a prior warning in cases of serious misconduct it may also occur where no warnings have been given.

Any potential dismissal requires the approval of the Head of Employment Relations & Business Partnering.

## **Other Grounds for Termination**

In some instances an action or inaction by an employee may give rise to circumstances that are not considered a disciplinary matter but may materially impact the continuing employment relationship with the company and result in termination of employment

Examples of such circumstance may include but not be limited to the following;

- Medical incapacity
- Failure to maintain the legal right to work
- Abandonment of employment
- Failure to disclose a material fact that may impact the ongoing employment relationship e.g. a criminal conviction during employment that prevents an employee from fulfilling their duties

## **Personal Grievance**

If an employee has any concerns about their employment, or how they are treated at work, they should advise Metlifecare as soon as possible so these can be resolved. The first step is for the employee and Metlifecare to discuss the problem and try to find possible solutions.

If the issue cannot be resolved then a personal grievance may be raised. The employee has 90 days from the time the problem occurred, or became known by the employee, to raise the grievance with Metlifecare via the Human Resources Team.

If the problem cannot be resolved, the employee or Metlifecare can seek help from an external party, e.g. one or more of the following:

- Employment Mediation Services, which offers free information and mediation to help employers and employees work together to resolve problems
- a union or an advocate
- a lawyer.

If it cannot be resolved at mediation, the employee or Metlifecare may elect to progress to the Employment Relations Authority.

### **ETU Family Violence Guidelines:**

#### 7.4 Domestic Violence

##### 7.4.1 General Principle

The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance, performance and/or their safety at work. Therefore, the employer is committed to support staff that experience family violence and staff seeking to deal with their own violence.

An employee experiencing family violence or seeking help to deal with their violence will be referred to specialist domestic violence support services.

##### 7.4.2 Application

An employee who is a person affected by domestic violence may make a request (a) at any time; and (b) for the purpose of assisting the employee to deal with the effects on the employee of being a person affected by domestic violence.

This applies regardless of how long ago the domestic violence occurred, and even if the domestic violence occurred before the person became an employee.

This application can be made from day one of employment and all provisions of this clause will be available to the employee from day one of employment.

Note: The definition of domestic violence is as per Section 2 of the 1995 Domestic Violence Act and 2018 amendments.

In the case of suspected violence:

- The Employer will assist an employee in making a request including making sure they know who to make the application to and what information they need to provide to make the request. If the request is required in writing the Employer will provide the necessary assistance to the employee to make sure this is not a barrier to them getting the support needed.
- The employee may nominate the manager they wish to work through their request and any subsequent arrangements with.
- Proof of domestic violence may be required and can be in the form of a statement provided by police, a court, a doctor, a nurse, a domestic violence support service, counselling professional, lawyer or close family friend.
- All personal information concerning domestic violence will be kept confidential. No information will be kept on personal files without the employee being notified.
- In general, no adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being a victim of family violence, however the employer will expect the employee to fulfil normal duties.

##### **7.4.3 Time lines and employer obligations in dealing with a request.**

- An employer must deal with a request as soon as possible, but not later than 10 working days after receiving it, and must notify the employee in writing of whether his or her request has been approved or refused.

- the employer must provide the employee with information about appropriate specialist domestic violence support services.

If the employer refuses an employee's request, they must; -

- state the grounds for refusal; and
- explain the reasons for that ground or those grounds.

The employee's rights and options in the event of a refusal includes: -

- Request a review of the decision.
- Refer the matter to a Labour inspector.
- Refer the matter to mediation.
- Refer the matter to the Authority.
- Raise a personal Grievance under section 103 (1)(da) of the Employment Relations Act.

#### 7.4.4 Domestic Violence Leave

For those experiencing family violence, up to 10 days of paid leave in any calendar year to be used for medical appointments, legal proceedings and other activities related to family violence. This leave is in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

Where required additional paid leave should be approved as a general principle in recognition of the severe impact this can have on an employee both at home and at work.

#### 7.4.5 Support for Employees experiencing Domestic Violence

In order to provide support to employees experiencing domestic violence and to provide a safe work environment to all employees, the employer will consider reasonable and practical request from an employee experiencing family violence to:

- a) Changes to working hours or pattern of working hours
- b) Change of duties or location provided that the operational needs of the business continue to be met
- c) A change to their work telephone number or work email to avoid harassing contact
- d) Changes that improve the safety of the employee and/or their co-workers
- e) Managers may approve additional special leave when other leave has been exhausted
- f) Any other reasonable measures to assist the employee
- g) An employee experiencing family violence or seeking help to deal with their violence will be referred to specialist domestic violence support services

Employees who support a close personal relative experiencing domestic violence may take domestic leave to accompany them to court, hospital or to mind children provided that proof of the violence is provided.